MEMORANDUM

To: James Reardon, Commissioner of Finance & Management
From: Nathan Lavery, Fiscal Analyst
Date: August 10, 2009
Subject: JFO #2383, #2384, #2385, #2386

No Joint Fiscal Committee member has requested that the following items be held for review:

**JFO #2383** — $15,750 grant from the University of Delaware Research Office to the Agency of Agriculture, Food and Markets. These grant funds be used to conduct a one day workshop and a webinar series on risk management and human resources for VT dairy producers.

[JFO received 7/10/09]

**JFO #2384** — $14,782 grant from the Mary Imogene Bassett Hospital to the Agency of Agriculture, Food and Markets. These grant funds be used to produce and translate into Spanish safety training videos for VT dairy producers with Hispanic employees.

[JFO received 7/10/09]

**JFO #2385** — $10,000 grant from the National Alcohol Beverage Control Association to the Department of Liquor Control. These grant funds be used to provide updated materials for public outreach and officer education related to prevention of underage consumption of alcohol.

[JFO received 7/10/09]

**JFO #2386** — $30,000 grant from the National Court Appointed Special Advocate Association to the Judiciary — Trial Court Operations Division. These grant funds be used to hire a limited service coordinator to expand the guardian ad litem program in Chittenden County.

[JFO received 7/10/09]

In accordance with 32 V.S.A. §5, the requisite 30 days having elapsed since these items were submitted to the Joint Fiscal Committee, the Governor’s approval may now be considered final. We ask that you inform the Secretary of Administration and your staff of this action.

cc: Roger Allbee, Secretary
    Michael Hogan, Commissioner
    Robert Greemore, Court Administrator
MEMORANDUM

To: Joint Fiscal Committee Members  
From: Nathan Lavery, Fiscal Analyst  
Date: July 13, 2009  
Subject: Grant Requests

Enclosed please find four (4) requests that the Joint Fiscal Office has received from the administration:

JFO #2383 — $15,750 grant from the University of Delaware Research Office to the Agency of Agriculture, Food and Markets. These grant funds be used to conduct a one day workshop and a webinar series on risk management and human resources for VT dairy producers.  
[JFO received 7/10/09]

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[JFO received 7/10/09]

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JFO #2386 — $30,000 grant from the National Court Appointed Special Advocate Association to the Judiciary — Trial Court Operations Division. These grant funds be used to hire a limited service coordinator to expand the guardian ad litem program in Chittenden County.  
[JFO received 7/10/09]

The Joint Fiscal Office has reviewed these submissions and determined that all appropriate forms bearing the necessary approvals are in order. In accordance with the procedures for processing such requests, we ask you to review the enclosed and notify the Joint Fiscal Office (Nathan Lavery at (802) 828-1488; nlavery@leg.state.vt.us) if you have questions or would like an item held for Joint Fiscal Committee review. Unless we hear from you to the contrary by July 27 we will assume that you agree to consider as final the Governor’s acceptance of these requests.

cc: James Reardon, Commissioner  
Roger Allbee, Secretary  
Michael Hogan, Commissioner  
Robert Greemore, Acting Court Administrator

VT LEG 248582.1
MEMORANDUM

To: Representative Carolyn Partridge

From: Nathan Lavery, Fiscal Analyst

Date: July 13, 2009

Subject: JFO #2383, #2384

Representative Michael Obuchowski asked that I forward to you a copy of the enclosed grant materials and cover memo. He requests your observations regarding the enclosed item.

cc: Rep. Michael Obuchowski
Stephen Klein
STATE OF VERMONT
FINANCE & MANAGEMENT GRANT REVIEW FORM

Grant Summary: This grant is for producing and translating into Spanish "Safety Training Tools for Vermont Dairy Producers" video and a new video "Vermont Producers Talk about Safety on the Farm" and translating three existing videos into Spanish for the Mary Imogene Bassett Hospital. The videos will be distributed to Vermont Dairy Producers with Hispanic employees.

Date: 6/22/2009

Department: Agriculture Food and Markets

Legal Title of Grant:

Federal Catalog #: N/A

Grant/Donor Name and Address: The Mary Imogene Bassett Hospital one Atwell Road, Cooperstown, NY 13326

Grant Period: From: 4/1/2009 To: 3/31/2010

Grant/Donation 14,782

<table>
<thead>
<tr>
<th>SFY 1</th>
<th>SFY 2</th>
<th>SFY 3</th>
<th>Total</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>$14,782</td>
<td></td>
<td></td>
<td>$14,782</td>
<td>This grant will be used in FY10</td>
</tr>
</tbody>
</table>

Grant Amount: 14,782

Position Information: # Positions Explanation/Comments

Additional Comments: 

Secretary of Administration 6/14/09 (Initial)

Sent To Joint Fiscal Office 7/6/09 Date

Department of Finance & Management

[Signature]

RECEIVED

JUL 10 2009

JOINT FISCAL OFFICE
STATE OF VERMONT REQUEST FOR GRANT ACCEPTANCE  (Form AA-1)

BASIC GRANT INFORMATION

1. Agency: Agency of Agriculture, Food & Markets
2. Department: Vermont Farm Safety Program
3. Program: Vermont Farm Safety Program
4. Legal Title of Grant: 
5. Federal Catalog #: N/A
6. Grant/Donor Name and Address:
   The Mary Imogene Bassett Hospital
   One Atwell Road
   Cooperstown, NY 13326
8. Purpose of Grant:
The Agency of Agriculture will conduct research, "Safety Training Tools for Vermont Dairy Producers: Three Existing Safety Videos Translated into Spanish plus a new 'Vermont Producers Talk about Safety on the Farm' video" for Mary Imogene Bassett Hospital. The videos will be translated into Spanish and made available to Vermont dairy producers participating in the Safety Program as well as any Vermont producer with Hispanic employees interested in safety training tools.
9. Impact on existing program if grant is not Accepted:
The videos will not be translated and distributed to Vermont Dairy Producers with Hispanic employees and safety training will be reduced.

10. BUDGET INFORMATION

<table>
<thead>
<tr>
<th>Expenditures:</th>
<th>SFY 1</th>
<th>SFY 2</th>
<th>SFY 3</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personal Services</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Operating Expenses</td>
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<td>Grants</td>
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<td>Total</td>
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<th>Revenues:</th>
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<th>SFY 2</th>
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<th>Comments</th>
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<tr>
<td>In-Kind</td>
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<tr>
<td>Federal Funds:</td>
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<tr>
<td>(Direct Costs)</td>
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<tr>
<td>(Statewide Indirect)</td>
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<tr>
<td>(Departmental Indirect)</td>
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<tr>
<td>Other Funds:</td>
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<tr>
<td>Grant (source)</td>
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<tr>
<td>Total</td>
<td>$14,782</td>
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<td>$</td>
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</tbody>
</table>

Appropriation No: 2200030000/prog.#21889 Amount: $14,782
STATE OF VERMONT REQUEST FOR GRANT ACCEPTANCE (Form AA-1)

<p>| | | |</p>
<table>
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</table>

Total $  

PERSONAL SERVICE INFORMATION

11. Will monies from this grant be used to fund one or more Personal Service Contracts?  
   Yes ☐ No ☐  
   If "Yes", appointing authority must initial here to indicate intent to follow current competitive bidding process/policy.

Appointing Authority Name: Roger Allbee  
Agreed by: RA   (initial)

12. Limited Service Position Information:

<table>
<thead>
<tr>
<th># Positions</th>
<th>Title</th>
</tr>
</thead>
<tbody>
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</table>

Total Positions

12a. Equipment and space for these positions:

☐ Is presently available.  ☐ Can be obtained with available funds.

13. AUTHORIZATION AGENCY/DEPARTMENT

I/we certify that no funds beyond basic application preparation and filing costs have been expended or committed in anticipation of Joint Fiscal Committee approval of this grant, unless previous notification was made on Form AA-1PN (if applicable):

Signature:  
Title:       
Date:  6/15/09

14. ACTION BY GOVERNOR

☐ Accepted  
☐ Rejected

(Governor's signature)  
Date:  7/27/09

15. SECRETARY OF ADMINISTRATION

☐ Request to JFO  
☐ Information to JFO

(Secretary's signature or designee)  
Date:  6/24/09

16. DOCUMENTATION REQUIRED

Required GRANT Documentation

- Request Memo  
- Dept. project approval (if applicable)  
- Notice of Award  
- Grant Agreement  
- Grant Budget  
- Notice of Donation (if any)  
- Grant (Project) Timeline (if applicable)  
- Request for Extension (if applicable)  
- Form AA-1PN attached (if applicable)

End Form AA-1
MEMORANDUM OF AGREEMENT  
April 1, 2009 – March 31, 2010

SUBJECT: Subcontract between: The Mary Imogene Bassett Hospital and Vermont Agency of Agriculture, Food & Markets

Ladies and Gentlemen:

This letter constitutes the Agreement between The Mary Imogene Bassett Hospital (MIBH) and Vermont Agency of Agriculture, Food & Markets, whereby Vermont Agency of Agriculture, Food & Markets will, under the supervision and direction of Louise Waterman, conduct research, "Safety Training Tools for Vermont Dairy Producers: Three Existing Safety Videos Translated into Spanish plus a new 'Vermont Producers Talk about Safety on the Farm' video", in support of work under NIH Grant #5 U50/0H07542-08. In the event that Louise Waterman relinquishes or expects to relinquish active directorship of this work, Vermont Agency of Agriculture, Food & Markets agrees to immediately notify MIBH in writing and submit biographical data for change of personnel with a written request for such change, all of which will be subject to MIBH and NIH written approval.

I. STATEMENT OF WORK

The Vermont Agency of Agriculture, Food & Markets shall furnish all personnel, materials and services and shall do all things necessary to perform the analyses requested by MIBH, which is attached as Appendix I.

II. REPORTS OF WORK

Upon the request of the designated MIBH Technical Representative of this subcontract, quarterly progress reports shall be forwarded to MIBH Technical Representative for transmittal to NIH. The Technical Representative for MIBH will be John J. May, M.D. At the conclusion of the contract, a final report will be due within 90 days. This report will consist of introductory statements describing the problem and related work already published, the methods used in the current project, the results of these methods and a discussion of the significance of these findings.

III. FEES, PERIOD, BILLING, PAYMENT AND FINANCIAL REPORTS

The Vermont Agency of Agriculture, Food & Markets is authorized to incur costs substantially in accord with the budget attached as "Appendix II" for a total not to exceed $14,782. (including indirect costs) during the period 4/1/09 through 3/31/10. Rebudgeting shall be within current Public Health Service (PHS) guidelines (effective 4/1/94). Changes requiring NIH approval shall be submitted to MIBH in writing for review and approval.
An original invoice and one copy must be submitted to: Ms. Karen Zuill, Finance Department, The Mary Imogene Bassett Hospital, One Atwell Road, Cooperstown, NY 13326. Invoices should be clearly marked with the grant budget number #383. Invoices should reflect the expenditure categories in Appendix II.

A final report of expenditures for the budget period shall be forwarded to Ms. Karen Zuill no later than 45 days after conclusion of grant year.

IV. PROTECTION OF HUMAN SUBJECTS

The Vermont Agency of Agriculture, Food & Markets will comply with DHHS policies and regulation regarding the protection of human subjects (45C.F.R. or 46C.F.R. as amended) and agrees to assure continued monitoring and compliance with these requirements during the course of any project for which these apply. In such instances, a PHS Form 596 indicating IRB approval from Vermont Agency of Agriculture, Food & Markets of the protocol shall be returned to MIBH along with a fully executed copy of this Agreement. Copies of renewed and amended approvals, suspensions, terminations, and incidents reported on human subjects shall also be forwarded to MIBH within 5 working days of such actions or incidents.

V. APPROVALS

All requests for approval and correspondence regarding administrative matters will be submitted in writing to the Technical Representative, John J. May, M.D., The Mary Imogene Bassett Hospital, One Atwell Road, Cooperstown, N.Y. 13326.

The Technical Representative is not authorized to amend or alter this Agreement. Any such alterations or amendments must be approved by written mutual agreement of the parties hereto.

VI. TERMINATION BY EITHER PARTY

MIBH and Vermont Agency of Agriculture, Food & Markets may terminate this subcontract upon sixty (60) calendar days written notice to the other party. Upon receipt of such notification, Vermont Agency of Agriculture, Food & Markets may make no further commitments under this subcontract and must take all reasonable actions to cancel outstanding obligations. The total cost of the subcontract shall then be negotiated between MIBH and Vermont Agency of Agriculture, Food & Markets and Vermont Agency of Agriculture, Food & Markets shall be reimbursed for all non-cancelable commitments under this subcontract.

VII. DEBARMENT AND SUSPENSION

By signing this agreement, Vermont Agency of Agriculture, Food & Markets certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency.
VIII. **SCIENTIFIC MISCONDUCT**

By 6/01/09, the Vermont Agency of Agriculture, Food & Markets shall provide MIBH with evidence of having submitted to NIH (Office of Scientific Integrity) an assurance that the School of Public Health has established administrative procedures to review allegations of scientific misconduct.

IX. **PUBLICATIONS**

All research reports and other publications relating to the work under this grant shall be in accordance with the DHHS Policy Statement and shall be coordinated through the MIBH Research Institute. Proper acknowledgement of the support provided will state that: "This project was supported by grant #5 U50/OH07542-08 awarded by CDC/NIOSH." The principal investigator at MIBH, and the co-investigators at Vermont Agency of Agriculture, Food & Markets shall together make the decision regarding authorship on research reports and other publications.

X. **LAW**

The subcontract shall be governed by, and construed in accordance with, the laws of the Commonwealth of Vermont.

XI. **GENERAL CONDITIONS**

The grantee agrees that it will expediently initiate and in a timely manner complete the requested services under this subcontract, in accordance with all applicable provisions of regulations cited in Grant Award #5 U50/OH07542-08, a copy of which is attached as Appendix III.

The appropriate programmatic and administrative personnel of Vermont Agency of Agriculture, Food & Markets and MIBH involved in this grant application are aware of the NIH consortium grant policy and are prepared to establish the necessary inter-institutional agreements consistent with that policy.

This Agreement in no way establishes an agency relationship between MIBH and Vermont Agency of Agriculture, Food & Markets. Each party shall maintain its separate independence and its separate identity. Each party shall have exclusive control of its management, employees, staff, policies and assets. Neither party assumes any liabilities for the acts of the other party.

MIBH and Vermont Agency of Agriculture, Food & Markets shall each hold harmless and indemnify the other party and its agents, servants, employees, directors and trustees from and against any liability, loss, damage, cost or expense, including attorneys' fees, that it or its agents, servants, employees, directors or trustees may suffer, from any claim, demand, suit or action against it or them by reason of any act or failure to act on the part of the indemnifying party or its agents, servants, employees, directors or trustees in connection with or arising out of this Agreement. The party seeking indemnification hereunder shall promptly notify the indemnifying party in writing of receipt of notice of commencement of
any action with respect to which a claim for indemnification is to be made hereunder. The indemnifying party will be entitled to assume the defense of such action with counsel reasonably acceptable to the indemnified party, and after notice from the indemnifying party will not be liable to the indemnified party for any legal or other expenses subsequently incurred by the indemnified party in connection with the defense thereof. The provisions of the paragraph shall survive any termination of this Agreement for any reason whatsoever.

XII. INSURANCE

Each party shall maintain adequate liability insurance coverage relating to the acts and omissions of its agents, servants, employees, directors or trustees in connection with this Agreement either in the form of a self-insurance program or in the form of a policy purchased from an insurance company.

XIII. RESPONSIBILITY

The Vermont Agency of Agriculture, Food & Markets retains the administrative responsibility for services rendered. Notwithstanding any other provision in this contract, the faculty remains responsible for insuring that any services provided pursuant hereto comply with all pertinent provisions of federal, state and local statutes, rules and regulations.

XIV. MODIFICATIONS

This is the entire Agreement. There shall be no oral modifications to this contract, and any modifications of amendments of the terms of this contract shall not be binding unless executed in writings by the parties hereto. The terms of this Agreement supersede all prior agreements and understandings of the parties hereto.

Agreed to by:

Vermont Agency of Agriculture, Food & Markets

BY

Roger N. Allbee

Typed name and title of individual authorized to sign

Date: 10/08

The Mary Imogene Bassett Hospital

BY

Date
any action with respect to which a claim for indemnification is to be made hereunder. The indemnifying party will be entitled to assume the defense of such action with counsel reasonably acceptable to the indemnified party, and after notice from the indemnifying party will not be liable to the indemnified party for any legal or other expenses subsequently incurred by the indemnified party in connection with the defense thereof. The provisions of the paragraph shall survive any termination of this Agreement for any reason whatsoever.

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Agreed to by:

Vermont Agency of Agriculture, Food & Markets

BY

Roger N. Allbee

typed name and title of individual authorized to sign

Date

The Mary Imogene Bassett Hospital

BY

John J. May, M.D.

NYCAMH/NEC Director

Director of the Bassett Research Instit

Date

5/28/09
Background:

There are approximately 1100 dairy producers in Vermont. The dairy industry in Vermont generates 80-85% of our agricultural revenue. This project will focus on the development of safety training tools for dairy producers with Hispanic employees; plus a new ‘Vermont Producers Talk about Safety on the Farm’ video available to all dairy producers in Vermont. Increasing farm safety and reducing Workers Compensation costs is an essential part of Vermont’s dairy industry and it’s important to the industry’s future in Vermont. Providing a safer working environment for employees is an important part of a producer’s and/or manager’s responsibilities.

Hispanic workers have become an essential part of Vermont’s dairy industry. A recent survey of Vermont’s dairy producers indicates that one-third of all full-time employees on these farms are Hispanic. This number continues to grow. It’s not just large farms that have Hispanic workforces; many small farms are starting to utilize this workforce. Producers are utilizing this workforce resource in an attempt to alleviate the labor shortage crisis in the Vermont dairy industry.

This Hispanic workforce is a great asset to our dairy industry. However communication problems can limit job performance and impact safety on the farm. Communication issues hamper safety and productivity - impacting farm profitability. One way this human resource risk for Vermont dairy businesses can be managed is through improved workforce safety training.

Agriculture is among the most hazardous occupations with the highest rate of occupational fatalities and eight times the national average within all industry sectors. This information is from the US Department of Labor Statistics in 2005.

All dairy farmers are concerned for the safety and health of all their employees and this project addresses these concerns and provides training tools to make safety training easier and dairy farms safer places to work. Safer environments on dairy farms can also translate into smaller increases or lower levels in Workers Compensation Insurance premiums due to fewer claims.

We have been working with Vermont dairy producers on farm safety awareness and training through several projects.

One thing we are finding with the Vermont Farm Safety Program (started in 2007 and continuing in 2009-2010) is that producers are looking for more bilingual safety training material. All participants in the program receive an extensive notebook of materials, posters and signs for farm safety. Program participants receive 3 videos that are only available in English. They are: “Power Take-Off Safety”- 8 minute video, “A tractor Accident Can Happen to Anyone” – 17 minute video and “We’re Going to Hound You about Winter Safety” – 7 minute video. Participants are not only asking for more ‘tools’ in Spanish; several producers declined to participate in this program because of limited material available in Spanish.
We have also conducted bilingual employee milker training workshops. We have included a safety component with each of these workshops.

We have offered an occupational Spanish class for Vermont dairy producers for the last three winters. Approximately 100 producers will have taken the class after this winter run of classes.

**Objectives - Timelines - Methods**

This proposed project - Safety Training Tools for Vermont Dairy Producers - will translate 3 videos ("Power Take-Off Safety" - 8 minute video, "A tractor Accident Can Happen to Anyone" - 17 minute video and "We're Going to Hound You about Winter Safety" - 7 minute video) to Spanish and make them available to Vermont dairy producer participating in the Safety Program as well as any Vermont producer with Hispanic employees interested in safety training tools. These are 3 very important topics to address with Hispanic employees.

**Project Objective:** Increase the number of bilingual safety video tools available to producers with Hispanic workers; More Hispanic employees will have an increased awareness and understanding of safety concerns on the farm as well as know how to work safely around power take-offs, on tractors and in cold weather.

**Timeline and Method for this objective:**

June – August, 2009

Determine who will do the translating for the 3 videos being translated into Spanish
Develop Spanish narration

September – November, 2009

Studio production and editing for the Spanish translation of the 3 videos

December, 2009

Burn 50 copies of the Spanish and English version of each of these videos: Power Take-Off Safety" - 8 minute video, "A tractor Accident Can Happen to Anyone" - 17 minute video and "We're Going to Hound You about Winter Safety" - 7 minute video.

This project also proposes to update the Vermont made video "It Can’t Happen to Me". This 23 minute video was produced over 20 years ago and features Vermont producers sharing their personal stories about safety on their farm. We will shorten the up new video to 10 minutes so producers can use this video as a ‘intro’ to a safety meeting. This video will be a great training tool because it’s producers talking about how accidents CAN and DO happen and the impact to families and businesses.
** Project Objective: Reproduce a safety video made with Vermont producer to raise safety awareness on farms — a local producer driven safety video will make fellow producers and their employees sit up and take notice

Timeline and Method for this objective:

June – August 2009

Research, Outline and Production Planning
‘Sign-up’ producers willing to participate in the new “It Can’t Happen to Me” Vermont producer video
Location Scouting and Develop shooting script

September – October 2009

On-location field production

November – December, 2009

Transcribe interviews
Develop editing script, write narration
Record new video
Burn 50 copies

**Project Objective: Provide addition training tools to Vermont dairy producers who will in turn provide proper training for themselves, farm family members and employees.

**Project Objective: To raise safety awareness on farms by making it easy to perform producer and employee safety training through availability of safety videos; More productive employees through increased safety awareness and training.

Timeline and Method for these objectives:

January, 2010 and beyond:

Make these tools available to Vermont Dairy Producers through existing programs and future programs.

A key to the success of this project is working with Vermont dairy producers who are committed to the success of their businesses. Producers were the driving force behind developing this project proposal. They are asking for increased assistance for Hispanic
worker training to make human resource management easier. Producers also listen closely to other respected producers in their area of production. Project participants will be producers who are motivated to move forward with improving safety practices on their farms.

**Potential funding sources / mechanisms for future expansion of this project:**

We would ask for industry support, in particular insurance companies that do business in Vermont. Cooperative Insurance and Alan Fogg (an independent insurance agent in Vermont working with producers) are very interested in continuing to work with us. Also milk companies such as St Albans Cooperative and agricultural bankers such as Yankee Farm Credit would be potential future collaborators. We feel confident in getting industry support because we have worked with industry very successfully on other projects.

**Budget:**

Please see attached budget form and attached supplements to the budget form.
**Institution:** Vermont Agency of Agriculture, Food & Markets

**Period of Performance:** From 06/01/09 to 05/30/10

**Method of Selection:** Competitive

**Amount Requested:** $14,998

**Description of Activities:** Safety Training Tools for Dairy Producers: Three Existing Safety Videos Translated into Spanish; Plus a new 'Vermont Producers Talk about Safety on the Farm' video

### Itemized Budget:

#### Personnel:

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Salary</th>
<th>FTE</th>
<th>Requested Salary</th>
<th>Fringe Rate</th>
<th>Requested Fringe</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Louise Waterman</td>
<td>Education Coordinator</td>
<td>$52,000</td>
<td>5.00%</td>
<td>$2,600</td>
<td>38%</td>
<td>$988</td>
<td>$3,588</td>
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Subtotal Salary: $2,600

Subtotal Fringe: $988

Total Personnel: $3,588

#### Other than Personnel:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
</table>

Equipment: (description) $-

Travel:

Out of state:

- # individuals: 
- # trips: 
- Transportation costs: (per individual per trip)
- per diem: (per individual per trip)
- Out of state subtotal: $-

Local:

- # individuals: 
- per diem: (per individual per trip)
- per mile: 0.445
- $ per mile: 
- Local Subtotal: $-

Supplies:

(description) $-

Other:

(description) $-

Included in video production companies cost $-

video companies cost - See attached estimates $11,194

Total Other Than Personnel: $11,194

**Total direct costs:** $14,782

Indirect cost rate: 

Indirect cost base: 14,781.50

Total Indirects: 

**Total budget:** (generally should not exceed $15,000) $14,782
## Estimate

### Name / Address

VT Agency of Agriculture  
Louise Waterman  
116 State St.  
Montpelier 05602

### Ship To

VT Agency of Agriculture  
Louise Waterman 828-6900  
116 State St.  
Montpelier 05602  
louise.waterman@state.vt.us

### Quantity | Item | Description | Cost | Total
---|---|---|---|---
2 | Preproduction | Hours Research, Meetings, Outline, Production Planning, Scheduling, Location Scouting, Develop shooting script "It Can't Happen to Me" | 60.00 | 120.00
15 | Production | Hours On-location Field Production including Videographer, 3 chip digital video camera, tripod, light kit, microphones - 3, half day videotaping interviews and farm shots | 90.00 | 1,350.00
3 | Field Tape St | Panasonic Mini-DV 60 minute videotape | 10.00 | 30.00
8 | Travel | hours | 45.00 | 360.00
1 | Misc | transcribe interviews | 325.00 | 325.00
10 | Script | develop editing script, write narration | 90.00 | 900.00
30 | Editing | Hours digitize raw footage into non-linear editing system hard drives; digitize music & narration; create graphics, titles, special effects; edit movie; record to miniDV edit master tape | 90.00 | 2,700.00
1 | Misc | transcribe 8 minute "Power Take-Off Safety" & 17 minute "A Tractor Accident Can Happen to Anyone" | 150.00 | 150.00

Quote. NOT an invoice.

### Subtotal

Sales Tax (7.0%)

Total
**APPENDIX II**

**VIDEOSYNCRACIES, Inc.**
4 Laurel Hill Dr., Suite 4
South Burlington, Vermont 05403
(802) 861-6161 paul@vidsync.com

<table>
<thead>
<tr>
<th>Name / Address</th>
<th>Ship To</th>
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</thead>
<tbody>
<tr>
<td>VT Agency of Agriculture</td>
<td>VT Agency of Agriculture</td>
</tr>
<tr>
<td>Louise Waterman</td>
<td>Louise Waterman 828-6900</td>
</tr>
<tr>
<td>116 State St.</td>
<td>116 State St.</td>
</tr>
<tr>
<td>Montpelier 05602</td>
<td>Montpelier 05602</td>
</tr>
<tr>
<td><a href="mailto:louise.waterman@state.vt.us">louise.waterman@state.vt.us</a></td>
<td><a href="mailto:louise.waterman@state.vt.us">louise.waterman@state.vt.us</a></td>
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<tr>
<td>1</td>
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<td>Spanish translation 8 minute &quot;Power Take-Off Safety&quot; &amp; 17 minute &quot;A Tractor Accident Can Happen to Anyone&quot; &amp; 10 minute &quot;It Can't Happen To Me&quot;</td>
<td>1,600.00</td>
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<td>Narration</td>
<td>Spanish narrator</td>
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<td>Production</td>
<td>Hours Studio Production record Spanish narrator, 3 videos</td>
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<td>10</td>
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<td>2</td>
<td>DVD Author...</td>
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Quote. NOT an invoice

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Page 2
**APPENDIX II**

**VIDEOSYNCRACIES, Inc.**
4 Laurel Hill Dr., Suite 4  
South Burlington, Vermont 05403  
(802) 861-6161 paul@vidsync.com

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| VT Agency of Agriculture  
Louise Waterman  
116 State St.  
Montpelier 05602 | VT Agency of Agriculture  
Louise Waterman 828-6900  
116 State St.  
Montpelier 05602  
louise.waterman@state.vt.us |

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<td>copies of DVD-R master &quot;A Tractor Accident Can Happen to Anyone&quot; including white Taiyo Yuden 8x DVD-R disc, duplication, inkjet printed label, polypak (STORE DVD-R MASTER)</td>
<td>3.99</td>
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Quote. NOT an invoice

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Page 3
Grant Number: 5U50OH007542-08 REVISED

Principal Investigator(s):
JOHN J MAY, MD

Project Title: The Northeast Center for Agricultural Health

CENTER DIRECTOR NYCAMH / NEC
BASSETT HEALTHCARE
ONE ATWELL RD
COOPERSTOWN, NY 13326

Award e-mailed to: research.institute@bassett.org

Budget Period: 09/01/2008 – 08/31/2009
Project Period: 09/30/2001 – 08/31/2011

Dear Business Official:

The Centers for Disease Control and Prevention hereby revises this award (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to BASSETT MARY IMOGENE HOSPITAL in support of the above referenced project. This award is pursuant to the authority of 42 USC 241 42 CFR 52 and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact the individual(s) referenced in Section IV.

Sincerely yours,

LARRY GUESS
Grants Management Officer
Centers for Disease Control and Prevention

Additional information follows
### SECTION I — AWARD DATA — 5U50OH007542-08 REVISED

**Award Calculation (U.S. Dollars)**

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<td>Consortium/Contractual Cost</td>
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**Federal Direct Costs**

$1,001,638

**Federal F&A Costs**

$123,114

**Approved Budget**

$1,124,752

**Federal Share**

$1,124,752

**Less Unobligated Balance**

$226,386

**TOTAL FEDERAL AWARD AMOUNT**

$898,366

**AMOUNT OF THIS ACTION (FEDERAL SHARE)**

$0

Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

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**Fiscal Information:**

| CFDA Number | 63,262 |
| EIN         | 1135596796A1 |
| Document Number | UOH007542B |

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**SUMMARY TOTAL FEDERAL AWARD AMOUNT YEAR (8)**

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**SUMMARY TOTALS FOR ALL YEARS**

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<td>10</td>
<td>$907,753</td>
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Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

**CDC Administrative Data:**

PCC: CFAASUXX / OC: 4141 / Processed: GUESSL 01/15/2009

### SECTION II— PAYMENT/HOTLINE INFORMATION — 5U50OH007542-08 REVISED

For payment information see Payment Information section in Additional Terms and Conditions.

INSPECTOR GENERAL: The HHS Office Inspector General (OIG) maintains a toll-free number (1-800-HHS-TIPS [1-800-447-8477]) for receiving information concerning fraud, waste or abuse under grants and cooperative agreements. Information also may be submitted by e-mail to
SECTION III — TERMS AND CONDITIONS — 5U50OH007542-08 REVISED

This award is based on the application submitted to, and as approved by, CDC on the above-titled project and is subject to the terms and conditions incorporated either directly or by reference in the following:

a. The grant program legislation and program regulation cited in this Notice of Award.
b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
c. 45 CFR Part 74 or 45 CFR Part 92 as applicable.
d. The HS Grants Policy Statement, including addenda in effect as of the beginning date of the budget period.
e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

Treatment of Program Income:

Additional Costs

SECTION IV— OH Special Terms and Conditions — 5U50OH007542-08 REVISED

********** Amendment Carryover **********

Approval List Number: CL0075Y09

This revised Notice of Award authorizes the carryover of unobligated funds as follows:

UNOBLIGATED AMOUNT PER FSR DATED November 20, 2008

FROM YEAR 07 TO YEAR 08 in the amount of $226,386

This amendment was requested by the PI, John May MD in a letter dated December 22, 2008.

Unobligated funds in the amount identified above have been applied to this award. Please note that if the actual amount of available unobligated funds is less than the amount used in this action, then the total approved budget may be reduced by the difference in a subsequent award action, thus reducing the amount of the current award.

Please be advised that grantee must exercise proper stewardship over federal funds by ensuring that all costs charged to their award are allowable, allocable, and reasonable.

These funds are approved for the current fiscal year budget period only with no commitment for continued support in future budget periods.

All other terms and conditions of the award remain unchanged and in full effect.

**********End of Amendment **********

Approval List: C0229Y08

INCORPORATION:

Program Announcement Number OH 06-057, the additional requirements, and the application dated 04/22/2008 and subsequent revisions are made a part of this award by reference.

HUMAN SUBJECT RESTRICTION

Notice: Under governing regulations, Federal funds administered by the Department of Health and Human Services shall not be expended for research involving human subjects, and individuals shall not be enrolled in such research, without the prior approval by the Office for Human Research Protection (OHRP) of an assurance to comply with the requirements of 45 CFR 46 to protect
human research subjects. This restriction applies to all collaborating site without OHRP-approved assurances, whether domestic or foreign, and compliance must be ensured by the awardee.

INDIRECT COSTS:

Indirect Cost Rates are based on the rate agreement dated November 1, 2006, 2003, (17.3%). The rates in this agreement are to be used for the remainder of the competitive segment in accordance with OMB Circular A-21.

Re-budgeting (re-directing) from direct costs or using carryover funds to accommodate a rate increase is not allowable.

Note: Indirect Cost/Facilities and Administration Rates for subcontracts will be treated in the same manner as those for the parent awardee if the subcontractor is covered by A-21.

REPORTING REQUIREMENTS:
All reports (original and two copies) must be submitted to the CDC Grants Management Officer, Attn: Grants Management Specialist, as denoted below under “Business and Grants Policy Contact.” The following hyperlink provides the necessary forms for completion: http://grants1.nih.gov/grants/forms.htm. All dates referenced in the reporting paragraphs below can be identified on the first page of the award.

The following reports are required on an annual basis:

- Non-Competing Grant Progress Report PHS 2590 due no later than 90 days prior to the end of the budget period end date, unless requested earlier. This report is not required if the grant is in the final year of the project period.
- Financial Status Report (FSR) due 90 days after the end of the budget period end date, unless the grant has a modular budget, then the FSR is due 90 days after the end of the project period end date. See the paragraph below entitled "Additional Reporting Requirements" for proper handling of carryover funds. The FSR should not report costs cumulatively across years.

The following reports are required at the end of the project period:

- Financial Status Report due 90 days after the end of the project period end date.
- Final Invention Statement due 90 days after the end of the project period. Note: A null report needs the actual form completed.
- Final Progress Report due 90 days after the end of the project period. The following hyperlink provides specific guidance on completing the final progress report: http://www.cdc.gov/niosh/oep/grants.html (read Grant Closeout).

Failure to submit timely reports may affect future funding to the organization or awards with the same Principal Investigator.

ADDITIONAL REPORTING REQUIREMENTS:
The SF 269 (Financial Status Report - FSR) is due to the CDC Grants Management Office 90 days after the end of each budget period. The FSR should report costs annually. Under Expanded Authority, less than 25% of the awarded unobligated dollars, or a maximum of $250,000, may be automatically carried forward by remarking in the comments section of the FSR. For amounts that exceed this criteria, provide a written justification to the grants management office for review.

CORRESPONDENCE:
All correspondence (including emails and faxes) regarding this award must be identified with the Grant/Cooperative Agreement Number identified on the first page.

PRIOR APPROVAL:
In accordance with the PHS Grants Policy Statement dated April 1, 1994, Postaward Administration, Chapter 8-8, "ALL" requests which require prior approval must bear the signature of an authorized official of the business office of the grantee organization as well as the principal investigator or program or project director. Any requests received which reflect only one signature will be returned to the grantee unprocessed. Any funding request should include a checklist, face page and detailed budget with supporting justifications.

KEY PERSONNEL:
Replacement of key personnel (Including Program Directors) and any change in time/effort of Program Directors must be reported 30 days prior to the change to the CDC Project Officer and the Grants Management Specialist referenced herein. The notification shall include justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the project. No Key Personnel may be substituted without the Grants Management Officer's approval. Should any Key Personnel positions become vacant, all funds designated for such persons are RESTRICTED and may not be expended without prior approval of the Grants Management Officer.

The Individual considered Key Personnel in the performance of this grant are identified as Dr. John May, Principal Investigator.

INVENTIONS:
Acceptance of grant funds obligates recipients to comply with the "standard patent rights" clauses in 37 CFR 401.14.

PUBLICATIONS:
Publications, journal articles, etc. produced under a CDC grant support project must bear an acknowledgment and disclaimer, as appropriate, such as: This publication (journal article, etc.) was supported by Grant/Cooperative Agreement Number (which is identified on the first page) from CDC - NIOSH. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of (name of awarding agency).

TRAFFICKING IN PERSONS
This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the award term and condition, go to: http://www.cdc.gov/od/pgo/funding/grants/Award_Term_and.Condition_for_Trafficking_in_Persons.shtm

EQUIPMENT AND PRODUCTS:
To the greatest extent practicable, all equipment and products purchased with CDC funds should be American-made.

ACKNOWLEDGMENT OF FEDERAL SUPPORT:
When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all awardees receiving Federal funds, including and not limited to State and local governments and recipients of Federal research grants, shall clearly state (1) the percentage of the total costs of the project or program which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

INSPECTOR GENERAL:
For your information, the United States Department of Health and Human Services Inspector General maintains a toll-free telephone number, 800-447-8477 (1-800-HHS-TIPS), for receiving information concerning fraud, waste or abuse under grants and cooperative agreements. Such reports are kept confidential, and callers may decline to give their names if they choose to remain anonymous.

PAYMENT INFORMATION

Automatic Drawdown:
Payment under this award will be made available through the Department of Health and Human Services (HHS) Payment Management System (PMS). PMS is administered by the Division of Payment Management, Program Support Center, HHS. PMS will forward the DHHS Manual for Recipients Financed Under the Payment Management System (PMS), PMS-270 and PMS-272 forms.

PMS correspondence, mailed through the U.S. Postal Service, should be addressed as follows: Division of Payment Management, FMS/PSC/HHS, P.O. Box 6021 Rockville, MD 20852.

B. If a carrier other than the U.S. Postal Service is used, such as United Parcel Service, Federal Express, or other commercial service, the correspondence should be addressed as follows:

Division of Payment Management
FMS/PSC/HHS
Rockwall Building #1, Suite 700
11400 Rockville Pike, Rockville, MD 20852.

To expedite your first payment from this award, attach a copy of the Notice of Grant/Cooperative Agreement to your payment request form.

CDC CONTACT NAMES:

Business and Grants Policy Contact

Cynthia Y. Mitchell
Grants Management Specialist
PGO/Acquisition & Assistance Field Branch, CDC
P.O. Box 18070
Pittsburgh, PA 15236
Telephone: (412) 386-6434
Fax: (412) 386-6429
Internet Address: akq9@cdc.gov

Programmatic Contact

W. Allen Robison, Ph. D.
Office of Extramural Programs
National Institute for Occupational Safety and Health
Centers for Disease Control and Prevention
1600 Clifton Road NE, MS-E-74
Atlanta, GA 30333 USA
404/498-2509 (t)
404/498-2571 (f)
WRobison@cdc.gov

STAFF CONTACTS

Grants Management Specialist: Mary Pat Shanahan
Centers for Disease Control and Prevention
Procurement and Grants Office
626 Cochrans Mill Road, Bldg 140
Pittsburgh, PA 15236
Email: mpu0@cdc.gov Phone: 412-386-4453 Fax: 412-386-6429

Program Official: William Robison
Office of Extramural Programs
National Institute for Occupational Safety and Health
Centers for Disease Control and Prevention
Atlanta, GA 30333
Email: wrobison@cdc.gov Phone: 404-498-2509 Fax: 404-498-2571

Grants Management Officer: Larry Guess
SPREADSHEET SUMMARY
GRANT NUMBER: 5U500H007542-08 REVISED

INSTITUTION: MARY IMOGENE BASSETT HOSPITAL

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STATE OF VERMONT
FINANCE & MANAGEMENT GRANT REVIEW FORM

Grant Summary: This grant is for producing and translating into Spanish "Safety Training Tools for Vermont Dairy Producers" video and a new video "Vermont Producers Talk about Safety on the Farm" and translating three existing videos into Spanish for the Mary Imogene Bassett Hospital. The videos will be distributed to Vermont Dairy Producers with Hispanic employees.

Date: 6/22/2009

Department: Agriculture Food and Markets

Legal Title of Grant:

Federal Catalog #: N/A

Grant/Donor Name and Address: The Mary Imogene Bassett Hospital one Atwell Road, Cooperstown, NY 13326

Grant Period: From: 4/1/2009 To: 3/31/2010

Grant/Donation 14,782

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Position Information: # Positions Explanation/Comments

| 0 | |

Additional Comments:

Department of Finance & Management

Secretary of Administration

Sent To Joint Fiscal Office

(Initial)

(Initial)

Date

Received

JUL 10 2009

JOINT FISCAL OFFICE
STATE OF VERMONT REQUEST FOR GRANT ACCEPTANCE  (Form AA-1)

BASIC GRANT INFORMATION

1. Agency: Agency of Agriculture, Food & Markets
2. Department:
3. Program: Vermont Farm Safety Program
4. Legal Title of Grant:
5. Federal Catalog #: N/A

6. Grant/Donor Name and Address:
The Mary Imogene Bassett Hospital
One Atwell Road
Cooperstown, NY 13326


8. Purpose of Grant:
The Agency of Agriculture will conduct research, "Safety Training Tools for Vermont Dairy Producers: Three Existing Safety Videos Translated into Spanish plus a new 'Vermont Producers Talk about Safety on the Farm' video" for Mary Imogene Bassett Hospital. The videos will be translated into Spanish and made available to Vermont dairy producers participating in the Safety Program as well as any Vermont producer with Hispanic employees interested in safety training tools.

9. Impact on existing program if grant is not Accepted:
The videos will not be translated and distributed to Vermont Dairy Producers with Hispanic employees and safety training will be reduced.

10. BUDGET INFORMATION

<table>
<thead>
<tr>
<th>Expenditures:</th>
<th>SFY 1 FY 2010</th>
<th>SFY 2 FY</th>
<th>SFY 3 FY</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personal Services</td>
<td>$14,782</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Operating Expenses</td>
<td>$</td>
<td>$</td>
<td>$</td>
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<tr>
<td>Grants</td>
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<tr>
<td>Total</td>
<td>$14,782</td>
<td>$</td>
<td>$</td>
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<tr>
<th>Revenues:</th>
<th>SFY 1</th>
<th>SFY 2</th>
<th>SFY 3</th>
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</thead>
<tbody>
<tr>
<td>State Funds</td>
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<tr>
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<tr>
<td>In-Kind</td>
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<td>Federal Funds:</td>
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<td>$</td>
<td>$</td>
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<tr>
<td>(Direct Costs)</td>
<td>$14,782</td>
<td>$</td>
<td>$</td>
<td>$</td>
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<tr>
<td>(Statewide Indirect)</td>
<td>$</td>
<td>$</td>
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<tr>
<td>(Departmental Indirect)</td>
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<td>Other Funds:</td>
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<tr>
<td>Grant (source )</td>
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<td>$</td>
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<tr>
<td>Total</td>
<td>$14,782</td>
<td>$</td>
<td>$</td>
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Appropriation No: 2200030000/prog.#21889  Amount: $14,782

Department of Finance & Management  
Version 1.4_12/15/08  
Page 1 of 3
<table>
<thead>
<tr>
<th># Positions</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Positions

12a. Equipment and space for these positions:

☐ Is presently available.  ☐ Can be obtained with available funds.

13. AUTHORIZATION AGENCY/DEPARTMENT

I/we certify that no funds beyond basic application preparation and filing costs have been expended or committed in anticipation of Joint Fiscal Committee approval of this grant, unless previous notification was made on Form AA-1PN (if applicable):

<table>
<thead>
<tr>
<th>Signature</th>
<th>Date</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>6/13/09</td>
</tr>
</tbody>
</table>

Title:

<table>
<thead>
<tr>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Title:

14. ACTION BY GOVERNOR

☐ Check One Box: Accepted

☐ Rejected

(Governor's signature)  7/2/09

15. SECRETARY OF ADMINISTRATION

☐ Check One Box: Request to JFO

☐ Information to JFO

(Secretary's signature or designee)  6/2/09

16. DOCUMENTATION REQUIRED

Required GRANT Documentation

☐ Request Memo

☐ Dept. project approval (if applicable)

☐ Notice of Award

☐ Grant Agreement

☐ Grant Budget

☐ Notice of Donation (if any)

☐ Grant (Project) Timeline (if applicable)

☐ Request for Extension (if applicable)

☐ Form AA-1PN attached (if applicable)
MEMORANDUM OF AGREEMENT  
April 1, 2009 — March 31, 2010  

SUBJECT: Subcontract between: The Mary Imogene Bassett Hospital and Vermont Agency of Agriculture, Food & Markets  

Ladies and Gentlemen:  

This letter constitutes the Agreement between The Mary Imogene Bassett Hospital (MIBH) and Vermont Agency of Agriculture, Food & Markets, whereby Vermont Agency of Agriculture, Food & Markets will, under the supervision and direction of Louise Waterman, conduct research, “Safety Training Tools for Vermont Dairy Producers: Three Existing Safety Videos Translated into Spanish plus a new ‘Vermont Producers Talk about Safety on the Farm’ video”, in support of work under NIH Grant #5 U50/OH07542-08. In the event that Louise Waterman relinquishes or expects to relinquish active directorship of this work, Vermont Agency of Agriculture, Food & Markets agrees to immediately notify MIBH in writing and submit biographical data for change of personnel with a written request for such change, all of which will be subject to MIBH and NIH written approval.  

I. STATEMENT OF WORK  
The Vermont Agency of Agriculture, Food & Markets shall furnish all personnel, materials and services and shall do all things necessary to perform the analyses requested by MIBH, which is attached as Appendix I.  

II. REPORTS OF WORK  
Upon the request of the designated MIBH Technical Representative of this subcontract, quarterly progress reports shall be forwarded to MIBH Technical Representative for transmittal to NIH. The Technical Representative for MIBH will be John J. May, M.D. At the conclusion of the contract, a final report will be due within 90 days. This report will consist of introductory statements describing the problem and related work already published, the methods used in the current project, the results of these methods and a discussion of the significance of these findings.  

III. FEES, PERIOD, BILLING, PAYMENT AND FINANCIAL REPORTS  
The Vermont Agency of Agriculture, Food & Markets is authorized to incur costs substantially in accord with the budget attached as "Appendix II" for a total not to exceed $14,782. (including indirect costs) during the period 4/1/09 through 3/31/10. Rebudgeting shall be within current Public Health Service (PHS) guidelines (effective 4/1/94). Changes requiring NIH approval shall be submitted to MIBH in writing for review and approval.
An original invoice and one copy must be submitted to: Ms. Karen Zuill, Finance Department, The Mary Imogene Bassett Hospital, One Atwell Road, Cooperstown, NY 13326. Invoices should be clearly marked with the grant budget number #383. Invoices should reflect the expenditure categories in Appendix II.

A final report of expenditures for the budget period shall be forwarded to Ms. Karen Zuill no later than 45 days after conclusion of grant year.

IV. PROTECTION OF HUMAN SUBJECTS

The Vermont Agency of Agriculture, Food & Markets will comply with DHHS policies and regulation regarding the protection of human subjects (45C.F.R. or 46C.F.R. as amended) and agrees to assure continued monitoring and compliance with these requirements during the course of any project for which these apply. In such instances, a PHS Form 596 indicating IRB approval from Vermont Agency of Agriculture, Food & Markets of the protocol shall be returned to MIBH along with a fully executed copy of this Agreement. Copies of renewed and amended approvals, suspensions, terminations, and incidents reported on human subjects shall also be forwarded to MIBH within 5 working days of such actions or incidents.

V. APPROVALS

All requests for approval and correspondence regarding administrative matters will be submitted in writing to the Technical Representative, John J. May, M.D., The Mary Imogene Bassett Hospital, One Atwell Road, Cooperstown, N.Y. 13326.

The Technical Representative is not authorized to amend or alter this Agreement. Any such alterations or amendments must be approved by written mutual agreement of the parties hereto.

VI. TERMINATION BY EITHER PARTY

MIBH and Vermont Agency of Agriculture, Food & Markets may terminate this subcontract upon sixty (60) calendar days written notice to the other party. Upon receipt of such notification, Vermont Agency of Agriculture, Food & Markets may make no further commitments under this subcontract and must take all reasonable actions to cancel outstanding obligations. The total cost of the subcontract shall then be negotiated between MIBH and Vermont Agency of Agriculture, Food & Markets and Vermont Agency of Agriculture, Food & Markets shall be reimbursed for all non-cancelable commitments under this subcontract.

VII. DEBARMENT AND SUSPENSION

By signing this agreement, Vermont Agency of Agriculture, Food & Markets certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency.
VIII. **SCIENTIFIC MISCONDUCT**

By 6/01/09, the Vermont Agency of Agriculture, Food & Markets shall provide MIBH with evidence of having submitted to NIH (Office of Scientific Integrity) an assurance that the School of Public Health has established administrative procedures to review allegations of scientific misconduct.

IX. **PUBLICATIONS**

All research reports and other publications relating to the work under this grant shall be in accordance with the DHHS Policy Statement and shall be coordinated through the MIBH Research Institute. Proper acknowledgement of the support provided will state that: "This project was supported by grant #5 U50/OH07542-08 awarded by CDC/NIOSH." The principal investigator at MIBH, and the co-investigators at Vermont Agency of Agriculture, Food & Markets shall together make the decision regarding authorship on research reports and other publications.

X. **LAW**

The subcontract shall be governed by, and construed in accordance with, the laws of the Commonwealth of Vermont.

XI. **GENERAL CONDITIONS**

The grantee agrees that it will expeditiously initiate and in a timely manner complete the requested services under this subcontract, in accordance with all applicable provisions of regulations cited in Grant Award #5 U50/OH07542-08, a copy of which is attached as Appendix III.

The appropriate programmatic and administrative personnel of Vermont Agency of Agriculture, Food & Markets and MIBH involved in this grant application are aware of the NIH consortium grant policy and are prepared to establish the necessary inter-institutional agreements consistent with that policy.

This Agreement in no way establishes an agency relationship between MIBH and Vermont Agency of Agriculture, Food & Markets. Each party shall maintain its separate independence and its separate identity. Each party shall have exclusive control of its management, employees, staff, policies and assets. Neither party assumes any liabilities for the acts of the other party.

MIBH and Vermont Agency of Agriculture, Food & Markets shall each hold harmless and indemnify the other party and its agents, servants, employees, directors and trustees from and against any liability, loss, damage, cost or expense, including attorneys' fees, that it or its agents, servants, employees, directors or trustees may suffer, from any claim, demand, suit or action against it or them by reason of any act or failure to act on the part of the indemnifying party or its agents, servants, employees, directors or trustees in connection with or arising out of this Agreement. The party seeking indemnification hereunder shall promptly notify the indemnifying party in writing of receipt of notice of commencement of
any action with respect to which a claim for indemnification is to be made hereunder. The indemnifying party will be entitled to assume the defense of such action with counsel reasonably acceptable to the indemnified party, and after notice from the indemnifying party will not be liable to the indemnified party for any legal or other expenses subsequently incurred by the indemnified party in connection with the defense thereof. The provisions of the paragraph shall survive any termination of this Agreement for any reason whatsoever.

XII. INSURANCE

Each party shall maintain adequate liability insurance coverage relating to the acts and omissions of its agents, servants, employees, directors or trustees in connection with this Agreement either in the form of a self-insurance program or in the form of a policy purchased from an insurance company.

XIII. RESPONSIBILITY

The Vermont Agency of Agriculture, Food & Markets retains the administrative responsibility for services rendered. Notwithstanding any other provision in this contract, the faculty remains responsible for insuring that any services provided pursuant hereto comply with all pertinent provisions of federal, state and local statutes, rules and regulations.

XIV. MODIFICATIONS

This is the entire Agreement. There shall be no oral modifications to this contract, and any modifications of amendments of the terms of this contract shall not be binding unless executed in writings by the parties hereto. The terms of this Agreement supersede all prior agreements and understandings of the parties hereto.

Agreed to by:

Vermont Agency of Agriculture, Food & Markets

BY

Roger N. Allbee

Typed name and title of individual authorized to sign

Date

The Mary Imogene Bassett Hospital

BY

Date
any action with respect to which a claim for indemnification is to be made hereunder. The indemnifying party will be 
entitled to assume the defense of such action with counsel reasonably acceptable to the indemnified party, and after notice 
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Agreed to by:

Vermont Agency of Agriculture, Food & Markets

BY

Roger N. Allbee
Typed name and title of individual authorized to sign

Date

The Mary Imogene Bassett Hospital

BY

John J. May, M.D.
NYCAMH/NEC Director
Director of the Bassett Research Inst

Date 5/28/09
Background:

There are approximately 1100 dairy producers in Vermont. The dairy industry in Vermont generates 80-85% of our agricultural revenue. This project will focus on the development of safety training tools for dairy producers with Hispanic employees; plus a new ‘Vermont Producers Talk about Safety on the Farm’ video available to all dairy producers in Vermont. Increasing farm safety and reducing Workers Compensation costs is an essential part of Vermont’s dairy industry and it’s important to the industry’s future in Vermont. Providing a safer working environment for employees is an important part of a producer’s and or manager’s responsibilities.

Hispanic workers have become an essential part of Vermont’s dairy industry. A recent survey of Vermont’s dairy producers indicates that one-third of all full-time employees on these farms are Hispanic. This number continues to grow. It’s not just large farms that have Hispanic workforces; many small farms are starting to utilize this workforce. Producers are utilizing this workforce resource in an attempt to alleviate the labor shortage crisis in the Vermont dairy industry.

This Hispanic workforce is a great asset to our dairy industry. However communication problems can limit job performance and impact safety on the farm. Communication issues hamper safety and productivity - impacting farm profitability. One way this human resource risk for Vermont dairy businesses can be managed is through improved workforce safety training.

Agriculture is among the most hazardous occupations with the highest rate of occupational fatalities and eight times the national average within all industry sectors. This information is from the US Department of Labor Statistics in 2005.

All dairy farmers are concerned for the safety and health of all their employees and this project addresses these concerns and provides training tools to make safety training easier and dairy farms safer places to work. Safer environments on dairy farms can also translate into smaller increases or lower levels in Workers Compensation Insurance premiums due to fewer claims.

We have been working with Vermont dairy producers on farm safety awareness and training through several projects.

One thing we are finding with the Vermont Farm Safety Program (started in 2007 and continuing in 2009-2010) is that producers are looking for more bilingual safety training material. All participants in the program receive an extensive notebook of materials, posters and signs for farm safety. Program participants receive 3 videos that are only available in English. They are: “Power Take-Off Safety” - 8 minute video, “A tractor Accident Can Happen to Anyone” - 17 minute video and “We’re Going to Hound You about Winter Safety” - 7 minute video. Participants are not only asking for more ‘tools’ in Spanish; several producers declined to participate in this program because of limited material available in Spanish.
We have also conducted bilingual employee milker training workshops. We have included a safety component with each of these workshops.

We have offered an occupational Spanish class for Vermont dairy producers for the last three winters. Approximately 100 producers will have taken the class after this winter run of classes.

**Objectives - Timelines - Methods**

This proposed project - Safety Training Tools for Vermont Dairy Producers - will translate 3 videos ("Power Take-Off Safety"— 8 minute video, "A tractor Accident Can Happen to Anyone" — 17 minute video and "We’re Going to Hound You about Winter Safety" — 7 minute video) to Spanish and make them available to Vermont dairy producer participating in the Safety Program as well as any Vermont producer with Hispanic employees interested in safety training tools. These are 3 very important topics to address with Hispanic employees.

**Project Objective: Increase the number of bilingual safety video tools available to producers with Hispanic workers; More Hispanic employees will have an increased awareness and understanding of safety concerns on the farm as well as know how to work safely around power take-offs, on tractors and in cold weather.**

Timeline and Method for this objective:

June – August, 2009

Determine who will do the translating for the 3 videos being translated into Spanish

Develop Spanish narration

September – November, 2009

Studio production and editing for the Spanish translation of the 3 videos

December, 2009

Burn 50 copies of the Spanish and English version of each of these videos: Power Take-Off Safety”— 8 minute video, “A tractor Accident Can Happen to Anyone” — 17 minute video and “We’re Going to Hound You about Winter Safety” — 7 minute video.

This project also proposes to update the Vermont made video “It Can’t Happen to Me”. This 23 minute video was produced over 20 years ago and features Vermont producers sharing their personal stories about safety on their farm. We will shorten the up new video to 10 minutes so producers can use this video as a ‘intro’ to a safety meeting. This video will be a great training tool because it’s producers talking about how accidents CAN and DO happen and the impact to families and businesses.
** Project Objective: Reproduce a safety video made with Vermont producer to raise safety awareness on farms — a local producer driven safety video will make fellow producers and their employees sit up and take notice

Timeline and Method for this objective:

June – August 2009

Research, Outline and Production Planning
‘Sign-up’ producers willing to participate in the new “It Can’t Happen to Me” Vermont producer video
Location Scouting and Develop shooting script

September – October 2009

On-location field production

November – December, 2009

Transcribe interviews
Develop editing script, write narration
Record new video
Burn 50 copies

**Project Objective: Provide addition training tools to Vermont dairy producers who will in turn provide proper training for themselves, farm family members and employees.

**Project Objective: To raise safety awareness on farms by making it easy to perform producer and employee safety training through availability of safety videos; More productive employees through increased safety awareness and training.

Timeline and Method for these objectives:

January, 2010 and beyond:

Make these tools available to Vermont Dairy Producers through existing programs and future programs.

A key to the success of this project is working with Vermont dairy producers who are committed to the success of their businesses. Producers were the driving force behind developing this project proposal. They are asking for increased assistance for Hispanic
worker training to make human resource management easier. Producers also listen closely to other respected producers in their area of production. Project participants will be producers who are motivated to move forward with improving safety practices on their farms.

**Potential funding sources / mechanisms for future expansion of this project:**

We would ask for industry support, in particular insurance companies that do business in Vermont. Cooperative Insurance and Alan Fogg (an independent insurance agent in Vermont working with producers) are very interested in continuing to work with us. Also milk companies such as St Albans Cooperative and agricultural bankers such as Yankee Farm Credit would be potential future collaborators. We feel confident in getting industry support because we have worked with industry very successfully on other projects.

**Budget:**

Please see attached budget form and attached supplements to the budget form.
**Name of Contractor:** Louise Waterman  

**Institution:** Vermont Agency of Agriculture, Food & Markets  

**Period of Performance:** From 06/01/09 to 05/30/10  

**Method of Selection:** Competitive  

**Amount Requested:** $14,998  

**Description of Activities:** Safety Training Tools for Dairy Producers: Three Existing Safety Videos Translated into Spanish; Plus a new ‘Vermont Producers Talk about Safety on the Farm’ video  

**Itemized Budget:**

### Personnel:

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<tr>
<th>Name</th>
<th>Title</th>
<th>Salary</th>
<th>FTE</th>
<th>Requested Salary</th>
<th>Fringe Rate</th>
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<th>Total</th>
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<tbody>
<tr>
<td>Louise Waterman</td>
<td>Education Coordinator</td>
<td>$52,000</td>
<td>5.00%</td>
<td>$2,600</td>
<td>38%</td>
<td>$988</td>
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Subtotal Salary $2,600  
Subtotal Fringe $988  
Total Personnel $3,588

### Other than Personnel:

**Equipment:**

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<th>Description</th>
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<tbody>
<tr>
<td></td>
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</table>

Equipment subtotal: $-

**Travel:**

Out of state:

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<tbody>
<tr>
<td># trips:</td>
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Transportation costs: (per individual per trip)  
Per diem: (per individual per trip)  
Out of state subtotal: $-

Local:

<table>
<thead>
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<tbody>
<tr>
<td># per diem:</td>
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<tr>
<td># miles:</td>
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$ per mile: 0.445  
Local Subtotal $-

Travel subtotal: $-

**Supplies:**

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Supplies subtotal: $-

**Other:**

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Other subtotal $11,194

Total Other Than Personnel $11,194

**Total Direct Costs:** $14,782

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<th>Indirect cost base</th>
<th>Total Indirects</th>
<th>Total Budget: (generally should not exceed $15,000)</th>
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<tr>
<td></td>
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<td>$14,782</td>
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</table>
# Estimate

**VIDEOSYNCRACIES, Inc.**

4 Laurel Hill Dr., Suite 4
South Burlington, Vermont 05403
(802) 861-6161 paul@vidsync.com

<table>
<thead>
<tr>
<th>Date</th>
<th>Estimate #</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/5/2009</td>
<td>178</td>
</tr>
</tbody>
</table>

### Name / Address

- VT Agency of Agriculture
- Louise Waterman
- 116 State St.
- Montpelier 05602

### Ship To

- VT Agency of Agriculture
- Louise Waterman 828-6900
- 116 State St.
- Montpelier 05602
- louise.waterman@state.vt.us

### Qty | Item | Description | Cost |
<table>
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<tr>
<td>2</td>
<td>Preproduction</td>
<td>Hours Research, Meetings, Outline, Production Planning, Scheduling, Location Scouting, Develop shooting script &quot;It Can't Happen to Me&quot;</td>
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<td>Production</td>
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<td>3</td>
<td>Field Tape St</td>
<td>Panasonic Mini-DV 60 minute videotape</td>
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<td>8</td>
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<td>1</td>
<td>Misc</td>
<td>transcribe interviews</td>
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<td>10</td>
<td>Script</td>
<td>develop editing script, write narration</td>
<td>90.00</td>
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<tr>
<td>30</td>
<td>Editing</td>
<td>Hours digitize raw footage into non-linear editing system hard drives; digitize music &amp; narration; create graphics, titles, special effects; edit movie; record to miniDV edit master tape</td>
<td>90.00</td>
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<tr>
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<td>Subtotal</td>
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<td>2,700.00</td>
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<tr>
<td>1</td>
<td>Misc</td>
<td>transcribe 8 minute &quot;Power Take-Off Safety&quot; &amp; 17 minute &quot;A Tractor Accident Can Happen to Anyone&quot;</td>
<td>150.00</td>
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**Quote. NOT an invoice**

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<td><strong>Sales Tax (7.0%)</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
</tr>
</tbody>
</table>
## Estimate

**VIDEOSYNCRACIES. Inc.**

4 Laurel Hill Dr., Suite 4  
South Burlington, Vermont 05403  
(802) 861-6161 paul@vidsync.com

<table>
<thead>
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</thead>
<tbody>
<tr>
<td>1/5/2009</td>
<td>178</td>
</tr>
</tbody>
</table>

### Name / Address

<table>
<thead>
<tr>
<th>Name / Address</th>
<th>Ship To</th>
</tr>
</thead>
<tbody>
<tr>
<td>VT Agency of Agriculture</td>
<td>VT Agency of Agriculture</td>
</tr>
<tr>
<td>Louise Waterman</td>
<td>Louise Waterman</td>
</tr>
<tr>
<td>116 State St.</td>
<td>828-6900</td>
</tr>
<tr>
<td>Montpelier 05602</td>
<td>116 State St.</td>
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<tr>
<td></td>
<td><a href="mailto:louise.waterman@state.vt.us">louise.waterman@state.vt.us</a></td>
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<td>1,600.00</td>
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<td>400.00</td>
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<td>3.99</td>
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<td>90.00</td>
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<td>3.99</td>
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<tr>
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*Quote. NOT an invoice*

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## APPENDIX II

**VIDEOSYNCRACIES, Inc.**

4 Laurel Hill Dr., Suite 4  
South Burlington, Vermont 05403  
(802) 861-6161 paul@vidsync.com

<table>
<thead>
<tr>
<th>Name / Address</th>
<th>Ship To</th>
</tr>
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</table>
| VT Agency of Agriculture  
Louise Waterman  
116 State St.  
Montpelier 05602 | VT Agency of Agriculture  
Louise Waterman 828-6900  
116 State St.  
Montpelier 05602  
louise.waterman@state.vt.us |

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<tr>
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Quote. NOT an invoice

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Grant Number: 5U50OH007542-08 REVISED

Principal Investigator(s):
JOHN J MAY, MD

Project Title: The Northeast Center for Agricultural Health

CENTER DIRECTOR NYCAMH / NEC
BASSETT HEALTHCARE
ONE ATWELL RD
COOPERSTOWN, NY 13326

Award e-mailed to: research.institute@bassett.org

Budget Period: 09/01/2008 – 08/31/2009
Project Period: 09/30/2001 – 08/31/2011

Dear Business Official:

The Centers for Disease Control and Prevention hereby revises this award (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to BASSETT MARY IMOGENE HOSPITAL in support of the above referenced project. This award is pursuant to the authority of 42 USC 241 42 CFR 52 and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact the individual(s) referenced in Section IV.

Sincerely yours,

LARRY GUESS
Grants Management Officer
Centers for Disease Control and Prevention

Additional information follows
SECTION I — AWARD DATA — 5U50OH007542-08 REVISED

Award Calculation (U.S. Dollars)

Salaries and Wages
Fringe Benefits
Personnel Costs (Subtotal)
Consultant Services
Supplies
Travel Costs
Other Costs
Consortium/Contractual Cost

Federal Direct Costs
Federal F&A Costs
Approved Budget
Federal Share
Less Unobligated Balance
TOTAL FEDERAL AWARD AMOUNT

AMOUNT OF THIS ACTION (FEDERAL SHARE) $0

Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

09 $919,312
10 $907,753

Fiscal Information:
CFDA Number: 93.262
EIN: 1135596796A1
Document Number: UOH007542B

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SUMMARY TOTAL FEDERAL AWARD AMOUNT YEAR (8)

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SUMMARY TOTALS FOR ALL YEARS

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CDC Administrative Data:
PCC: CFAASUXX / OC: 4141 / Processed: GUESSL 01/15/2009

SECTION II — PAYMENT/HOTLINE INFORMATION — 5U50OH007542-08 REVISED

For payment information see Payment Information section in Additional Terms and Conditions.

INSPECTOR GENERAL: The HHS Office Inspector General (OIG) maintains a toll-free number (1-800-HHS-TIPS [1-800-447-8477]) for receiving information concerning fraud, waste or abuse under grants and cooperative agreements. Information also may be submitted by e-mail to
hhstips@oig.hhs.gov or by mail to Office of the Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington DC 20201. Such reports are treated as sensitive material and submitters may decline to give their names if they choose to remain anonymous. This note replaces the Inspector General contact information cited in previous notice of award.

SECTION III — TERMS AND CONDITIONS — 5U50OH007542-08 REVISED

This award is based on the application submitted to, and as approved by, CDC on the above-titled project and is subject to the terms and conditions incorporated either directly or by reference in the following:

a. The grant program legislation and program regulation cited in this Notice of Award.
b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
c. 45 CFR Part 74 or 45 CFR Part 92 as applicable.
d. The HS Grants Policy Statement, including addenda in effect as of the beginning date of the budget period.
e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

Treatment of Program Income:
Additional Costs

SECTION IV— OH Special Terms and Conditions — 5U50OH007542-08 REVISED

********** Amendment Carryover **********

Approval List Number: CL0075Y09

This revised Notice of Award authorizes the carryover of unobligated funds as follows:

UNOBLIGATED AMOUNT PER FSR DATED November 20, 2008

FROM YEAR 07 TO YEAR 08 in the amount of $226,386

This amendment was requested by the PI, John May MD in a letter dated December 22, 2008.

Unobligated funds in the amount identified above have been applied to this award. Please note that if the actual amount of available unobligated funds is less than the amount used in this action, then the total approved budget may be reduced by the difference in a subsequent award action, thus reducing the amount of the current award.

Please be advised that grantee must exercise proper stewardship over federal funds by ensuring that all costs charged to their award are allowable, allocable, and reasonable.

These funds are approved for the current fiscal year budget period only with no commitment for continued support in future budget periods.

All other terms and conditions of the award remain unchanged and in full effect.

**********End of Amendment **********

Approval List: C02289Y08

INCORPORATION:
Program Announcement Number OH 06-057, the additional requirements, and the application dated 04/22/2008 and subsequent revisions are made a part of this award by reference.

HUMAN SUBJECT RESTRICTION
Notice: Under governing regulations, Federal funds administered by the Department of Health and Human Services shall not be expended for research involving human subjects, and individuals shall not be enrolled in such research, without the prior approval by the Office for Human Research Protection (OHRP) of an assurance to comply with the requirements of 45 CFR 46 to protect
human research subjects. This restriction applies to all collaborating site without OHRP-approved assurances, whether domestic or foreign, and compliance must be ensured by the awardee.

INDIRECT COSTS:

Indirect Cost Rates are based on the rate agreement dated November 1, 2006, 2003. (17.3%). The rates in this agreement are to be used for the remainder of the competitive segment in accordance with OMB Circular A-21.

Re-budgeting (re-directing) from direct costs or using carryover funds to accommodate a rate increase is not allowable.

Note: Indirect Cost/Facilities and Administration Rates for subcontracts will be treated in the same manner as those for the parent awardee if the subcontractor is covered by A-21.

REPORTING REQUIREMENTS:

All reports (original and two copies) must be submitted to the CDC Grants Management Officer, Attn: Grants Management Specialist, as denoted below under “Business and Grants Policy Contact.” The following hyperlink provides the necessary forms for completion:

All dates referenced in the reporting paragraphs below can be identified on the first page of the award.

The following reports are required on an annual basis:

- Non-Competing Grant Progress Report PHS 2590 due no later than 90 days prior to the end of the budget period end date, unless requested earlier. This report is not required if the grant is in the final year of the project period.
- Financial Status Report (FSR) due 90 days after the end of the budget period end date, unless the grant has a modular budget, then the FSR is due 90 days after the end of the project period end date.

See the paragraph below entitled “Additional Reporting Requirements” for proper handling of carryover funds.

The FSR should not report costs cumulatively across years.

The following reports are required at the end of the project period:

- Financial Status Report due 90 days after the end of the project period end date.
- Final Invention Statement due 90 days after the end of the project period. Note: A null report needs the actual form completed.
- Final Progress Report due 90 days after the end of the project period. The following hyperlink provides specific guidance on completing the final progress report:
http://www.cdc.gov/niosh/oep/grants.html (read Grant Closeout).

Failure to submit timely reports may affect future funding to the organization or awards with the same Principal Investigator.

ADDITIONAL REPORTING REQUIREMENTS:

The SF 269 (Financial Status Report - FSR) is due to the CDC Grants Management Office 90 days after the end of each budget period. The FSR should report costs annually. Under Expanded Authority, less than 25% of the awarded unobligated dollars, or a maximum of $250,000, may be automatically carried forward by remarking in the comments section of the FSR. For amounts that exceed this criteria, provide a written justification to the grants management office for review.

CORRESPONDENCE:
All correspondence (including emails and faxes) regarding this award must be identified with the Grant/Cooperative Agreement Number identified on the first page.

PRIOR APPROVAL:
In accordance with the PHS Grants Policy Statement dated April 1, 1994, Postaward Administration, Chapter 8-8, "ALL" requests which require prior approval must bear the signature of an authorized official of the business office of the grantee organization as well as the principal investigator or program or project director. Any requests received which reflect only one signature will be returned to the grantee unprocessed. Any funding request should include a checklist, face page and detailed budget with supporting justifications.

KEY PERSONNEL:
Replacement of key personnel (including Program Directors) and any change in time/effort of Program Directors must be reported 30 days prior to the change to the CDC Project Officer and the Grants Management Specialist referenced herein. The notification shall include justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the project. No Key Personnel may be substituted without the Grants Management Officer's approval. Should any Key Personnel positions become vacant, all funds designated for such persons are RESTRICTED and may not be expended without prior approval of the Grants Management Officer.

The Individual considered Key Personnel in the performance of this grant are identified as Dr. John May, Principal Investigator.

INVENTIONS:
Acceptance of grant funds obligates recipients to comply with the standard patent rights clauses in 37 CFR 401.14.

PUBLICATIONS:
Publications, journal articles, etc. produced under a CDC grant support project must bear an acknowledgment and disclaimer, as appropriate, such as: This publication (journal article, etc.) was supported by Grant/Cooperative Agreement Number (which is identified on the first page) from CDC - NIOSH. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of (name of awarding agency).

TRAFFICKING IN PERSONS
This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the award term and condition, go to: http://www.cdc.gov/od/pgol/funding/grants/Award_Term_and_Condition_for_Trafficking_in_Persons.shtml

EQUIPMENT AND PRODUCTS:
To the greatest extent practicable, all equipment and products purchased with CDC funds should be American-made.

ACKNOWLEDGMENT OF FEDERAL SUPPORT:
When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all awardees receiving Federal funds, including and not limited to State and local governments and recipients of Federal research grants, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

INSPECTOR GENERAL:
For your information, the United States Department of Health and Human Services Inspector General maintains a toll-free telephone number, 800-447-8477 (1-800-HHS-TIPS), for receiving information concerning fraud, waste or abuse under grants and cooperative agreements. Such reports are kept confidential, and callers may decline to give their names if they choose to remain anonymous.

PAYMENT INFORMATION
Automatic Drawdown:
Payment under this award will be made available through the Department of Health and Human Services (HHS) Payment Management System (PMS). PMS is administered by the Division of Payment Management, Program Support Center, HHS. PMS will forward the DHHS Manual for Recipients Financed Under the Payment Management System (PMS), PMS-270 and PMS-272 forms.

PMS correspondence, mailed through the U.S. Postal Service, should be addressed as follows: Division of Payment Management, FMS/PSC/HHS, P.O. Box 6021 Rockville, MD 20852.

B. If a carrier other than the U.S. Postal Service is used, such as United Parcel Service, Federal Express, or other commercial service, the correspondence should be addressed as follows:

Division of Payment Management
FMS/PSC/HHS
Rockwall Building #1, Suite 700
11400 Rockville Pike, Rockville, MD 20852.

To expedite your first payment from this award, attach a copy of the Notice of Grant/Cooperative Agreement to your payment request form.

CDC CONTACT NAMES:

Business and Grants Policy Contact
Cynthia Y. Mitchell
Grants Management Specialist
PGO/Acquisition & Assistance Field Branch, CDC
P.O. Box 18070
Pittsburgh, PA 15236
Telephone: (412) 386-6434
Fax: (412) 386-6429
Internet Address: akq9@cdc.gov

Programmatic Contact
W. Allen Robison, Ph. D.
Office of Extramural Programs
National Institute for Occupational Safety and Health
Centers for Disease Control and Prevention
1600 Clifton Road NE, MS-E-74
Atlanta, GA 30333 USA
404/498-2509 (t)
404/498-2571 (f)
WRobison@cdc.gov

STAFF CONTACTS
Grants Management Specialist: Mary Pat Shanahan
Centers for Disease Control and Prevention
Procurement and Grants Office
626 Cochrans Mill Road, Blg 140
Pittsburgh, PA 15236
Email: mpu0@cdc.gov Phone: 412-386-4453 Fax: 412-386-6429

Program Official: William Robison
Office of Extramural Programs
National Institute for Occupational Safety and Health
Centers for Disease Control and Prevention
Atlanta, GA 30333
Email: wrobison@cdc.gov Phone: 404-498-2509 Fax: 404-498-2571

Grants Management Officer: Larry Guess
SPREADSHEET SUMMARY
GRANT NUMBER: 5U50OH007542-08 REVISED
INSTITUTION: MARY IMOGENE BASSETT HOSPITAL

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**STATE OF VERMONT**

**FINANCE & MANAGEMENT GRANT REVIEW FORM**

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<tr>
<td>Federal Catalog #:</td>
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<tr>
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<td>The Mary Imogene Bassett Hospital one Atwell Road, Cooperstown, NY 13326</td>
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<td>Grant Period:</td>
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<td>Additional Comments:</td>
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**Department of Finance & Management**

Secretary of Administration

Sent To Joint Fiscal Office

(Initial) 6/24/09

Date 7/6/09

**RECEIVED** JUL 10 2009

**JOINT FISCAL OFFICE**
STATE OF VERMONT REQUEST FOR GRANT ACCEPTANCE  

(Form AA-1)

BASIC GRANT INFORMATION

1. Agency: Agency of Agriculture, Food & Markets
2. Department: 
3. Program: Vermont Farm Safety Program
4. Legal Title of Grant: 
5. Federal Catalog #: N/A

6. Grant/Donor Name and Address:
The Mary Imogene Bassett Hospital
One Atwell Road
Cooperstown, NY 13326


8. Purpose of Grant:
The Agency of Agriculture will conduct research, "Safety Training Tools for Vermont Dairy Producers: Three Existing Safety Videos Translated into Spanish plus a new 'Vermont Producers Talk about Safety on the Farm' video" for Mary Imogene Bassett Hospital. The videos will be translated into Spanish and made available to Vermont dairy producers participating in the Safety Program as well as any Vermont producer with Hispanic employees interested in safety training tools.

9. Impact on existing program if grant is not Accepted:
The videos will not be translated and distributed to Vermont Dairy Producers with Hispanic employees and safety training will be reduced.

10. BUDGET INFORMATION

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<tr>
<td>(Statewide Indirect)</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>(Departmental Indirect)</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Other Funds:</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Grant (source )</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$14,782</strong></td>
<td><strong>$</strong></td>
<td><strong>$</strong></td>
<td></td>
</tr>
</tbody>
</table>

Appropriation No: 2200030000/prog.#21889  Amount: $14,782
## PERSONAL SERVICE INFORMATION

11. Will monies from this grant be used to fund one or more Personal Service Contracts?  
   - Yes  
   - No  

If “Yes”, appointing authority must initial here to indicate intent to follow current competitive bidding process/policy.

Appointing Authority Name: Roger Allbee  
Agreed by: [Initial] RA

12. Limited Service Position Information:

<table>
<thead>
<tr>
<th># Positions</th>
<th>Title</th>
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</thead>
<tbody>
<tr>
<td></td>
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<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Positions

12a. Equipment and space for these positions:

- [ ] Is presently available.  
- [ ] Can be obtained with available funds.

13. AUTHORIZATION AGENCY/DEPARTMENT

I/we certify that no funds beyond basic application preparation and filing costs have been expended or committed in anticipation of Joint Fiscal Committee approval of this grant, unless previous notification was made on Form AA-1PN (if applicable):

<table>
<thead>
<tr>
<th>Signature</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Signature]</td>
<td>6/13/09</td>
</tr>
</tbody>
</table>

Title:

<table>
<thead>
<tr>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Date: ]</td>
</tr>
</tbody>
</table>

14. ACTION BY GOVERNOR

- [ ] Check One Box:  
  - Accepted  
  [Governor’s signature]  
  [Date: ]  
  [7/2/09]

- [ ] Rejected  
  [Date: ]

15. SECRETARY OF ADMINISTRATION

- [ ] Check One Box:  
  - Request to JFO  
  [Secretary’s signature or designee]  
  [Date: ]  
  [6/24/09]

- [ ] Information to JFO  
  [Date: ]

16. DOCUMENTATION REQUIRED

- [ ] Request Memo  
- [ ] Dept. project approval (if applicable)  
- [ ] Notice of Award  
- [ ] Grant Agreement  
- [ ] Grant Budget  
- [ ] Notice of Donation (if any)  
- [ ] Grant (Project) Timeline (if applicable)  
- [ ] Request for Extension (if applicable)  
- [ ] Form AA-1PN attached (if applicable)

End Form AA-1
MEMORANDUM OF AGREEMENT  
April 1, 2009 — March 31, 2010

SUBJECT: Subcontract between: The Mary Imogene Bassett Hospital and Vermont Agency of Agriculture, Food & Markets

Ladies and Gentlemen:

This letter constitutes the Agreement between The Mary Imogene Bassett Hospital (MIBH) and Vermont Agency of Agriculture, Food & Markets, whereby Vermont Agency of Agriculture, Food & Markets will, under the supervision and direction of Louise Waterman, conduct research, “Safety Training Tools for Vermont Dairy Producers: Three Existing Safety Videos Translated into Spanish plus a new ‘Vermont Producers Talk about Safety on the Farm’ video”, in support of work under NIH Grant #5 U50/0H07542-08. In the event that Louise Waterman relinquishes or expects to relinquish active directorship of this work, Vermont Agency of Agriculture, Food & Markets agrees to immediately notify MIBH in writing and submit biographical data for change of personnel with a written request for such change, all of which will be subject to MIBH and NIH written approval.

I. STATEMENT OF WORK

The Vermont Agency of Agriculture, Food & Markets shall furnish all personnel, materials and services and shall do all things necessary to perform the analyses requested by MIBH, which is attached as Appendix I.

II. REPORTS OF WORK

Upon the request of the designated MIBH Technical Representative of this subcontract, quarterly progress reports shall be forwarded to MIBH Technical Representative for transmittal to NIH. The Technical Representative for MIBH will be John J. May, M.D. At the conclusion of the contract, a final report will be due within 90 days. This report will consist of introductory statements describing the problem and related work already published, the methods used in the current project, the results of these methods and a discussion of the significance of these findings.

III. FEES, PERIOD, BILLING, PAYMENT AND FINANCIAL REPORTS

The Vermont Agency of Agriculture, Food & Markets is authorized to incur costs substantially in accord with the budget attached as "Appendix II" for a total not to exceed $14,782. (including indirect costs) during the period 4/1/09 through 3/31/10. Rebudgeting shall be within current Public Health Service (PHS) guidelines (effective 4/1/94). Changes requiring NIH approval shall be submitted to MIBH in writing for review and approval.
An original invoice and one copy must be submitted to: Ms. Karen Zuill, Finance Department, The Mary Imogene Bassett Hospital, One Atwell Road, Cooperstown, NY 13326. Invoices should be clearly marked with the grant budget number #383. Invoices should reflect the expenditure categories in Appendix II.

A final report of expenditures for the budget period shall be forwarded to Ms. Karen Zuill no later than 45 days after conclusion of grant year.

IV. PROTECTION OF HUMAN SUBJECTS

The Vermont Agency of Agriculture, Food & Markets will comply with DHHS policies and regulation regarding the protection of human subjects (45C.F.R. or 46C.F.R. as amended) and agrees to assure continued monitoring and compliance with these requirements during the course of any project for which these apply. In such instances, a PHS Form 596 indicating IRB approval from Vermont Agency of Agriculture, Food & Markets of the protocol shall be returned to MIBH along with a fully executed copy of this Agreement. Copies of renewed and amended approvals, suspensions, terminations, and incidents reported on human subjects shall also be forwarded to MIBH within 5 working days of such actions or incidents.

V. APPROVALS

All requests for approval and correspondence regarding administrative matters will be submitted in writing to the Technical Representative, John J. May, M.D., The Mary Imogene Bassett Hospital, One Atwell Road, Cooperstown, N.Y. 13326.

The Technical Representative is not authorized to amend or alter this Agreement. Any such alterations or amendments must be approved by written mutual agreement of the parties hereto.

VI. TERMINATION BY EITHER PARTY

MIBH and Vermont Agency of Agriculture, Food & Markets may terminate this subcontract upon sixty (60) calendar days written notice to the other party. Upon receipt of such notification, Vermont Agency of Agriculture, Food & Markets may make no further commitments under this subcontract and must take all reasonable actions to cancel outstanding obligations. The total cost of the subcontract shall then be negotiated between MIBH and Vermont Agency of Agriculture, Food & Markets and Vermont Agency of Agriculture, Food & Markets shall be reimbursed for all non-cancelable commitments under this subcontract.

VII. DEBARMENT AND SUSPENSION

By signing this agreement, Vermont Agency of Agriculture, Food & Markets certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency.
VIII. SCIENTIFIC MISCONDUCT

By 6/01/09, the Vermont Agency of Agriculture, Food & Markets shall provide MIBH with evidence of having submitted to NIH (Office of Scientific Integrity) an assurance that the School of Public Health has established administrative procedures to review allegations of scientific misconduct.

IX. PUBLICATIONS

All research reports and other publications relating to the work under this grant shall be in accordance with the DHHS Policy Statement and shall be coordinated through the MIBH Research Institute. Proper acknowledgement of the support provided will state that: "This project was supported by grant #5 U50/OH07542-08 awarded by CDC/NIOSH." The principal investigator at MIBH, and the co-investigators at Vermont Agency of Agriculture, Food & Markets shall together make the decision regarding authorship on research reports and other publications.

X. LAW

The subcontract shall be governed by, and construed in accordance with, the laws of the Commonwealth of Vermont.

XI. GENERAL CONDITIONS

The grantee agrees that it will expediently initiate and in a timely manner complete the requested services under this subcontract, in accordance with all applicable provisions of regulations cited in Grant Award #5 U50/OH07542-08, a copy of which is attached as Appendix III.

The appropriate programmatic and administrative personnel of Vermont Agency of Agriculture, Food & Markets and MIBH involved in this grant application are aware of the NIH consortium grant policy and are prepared to establish the necessary inter-institutional agreements consistent with that policy.

This Agreement in no way establishes an agency relationship between MIBH and Vermont Agency of Agriculture, Food & Markets. Each party shall maintain its separate independence and its separate identity. Each party shall have exclusive control of its management, employees, staff, policies and assets. Neither party assumes any liabilities for the acts of the other party.

MIBH and Vermont Agency of Agriculture, Food & Markets shall each hold harmless and indemnify the other party and its agents, servants, employees, directors and trustees from and against any liability, loss, damage, cost or expense, including attorneys' fees, that it or its agents, servants, employees, directors or trustees may suffer, from any claim, demand, suit or action against it or them by reason of any act or failure to act on the part of the indemnifying party or its agents, servants, employees, directors or trustees in connection with or arising out of this Agreement. The party seeking indemnification hereunder shall promptly notify the indemnifying party in writing of receipt of notice of commencement of
any action with respect to which a claim for indemnification is to be made hereunder. The indemnifying party will be
entitled to assume the defense of such action with counsel reasonably acceptable to the indemnified party, and after notice
from the indemnifying party will not be liable to the indemnified party for any legal or other expenses subsequently incurred
by the indemnified party in connection with the defense thereof. The provisions of the paragraph shall survive any
termination of this Agreement for any reason whatsoever.

XII. INSURANCE

Each party shall maintain adequate liability insurance coverage relating to the acts and omissions of its agents,
servants, employees, directors or trustees in connection with this Agreement either in the form of a self-insurance program or
in the form of a policy purchased from an insurance company.

XIII. RESPONSIBILITY

The Vermont Agency of Agriculture, Food & Markets retains the administrative responsibility for services rendered.
Notwithstanding any other provision in this contract, the faculty remains responsible for insuring that any services provided
pursuant hereto comply with all pertinent provisions of federal, state and local statutes, rules and regulations.

XIV. MODIFICATIONS

This is the entire Agreement. There shall be no oral modifications to this contract, and any modifications of
amendments of the terms of this contract shall not be binding unless executed in writings by the parties hereto. The terms of
this Agreement supersede all prior agreements and understandings of the parties hereto.

Agreed to by:

Vermont Agency of Agriculture, Food & Markets

BY

Roger N. Allbee
Typed name and title of individual authorized to sign

Date

The Mary Imogene Bassett Hospital

BY

Date
any action with respect to which a claim for indemnification is to be made hereunder. The indemnifying party will be entitled to assume the defense of such action with counsel reasonably acceptable to the indemnified party, and after notice from the indemnifying party will not be liable to the indemnified party for any legal or other expenses subsequently incurred by the indemnified party in connection with the defense thereof. The provisions of the paragraph shall survive any termination of this Agreement for any reason whatsoever.

XII. INSURANCE

Each party shall maintain adequate liability insurance coverage relating to the acts and omissions of its agents, servants, employees, directors or trustees in connection with this Agreement either in the form of a self-insurance program or in the form of a policy purchased from an insurance company.

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Agreed to by:

Vermont Agency of Agriculture, Food & Markets

BY __________________________

Roger N. Allbee
Typed name and title of individual authorized to sign

Date

The Mary Imogene Bassett Hospital

BY __________________________

John J. May, M.D.
NYCAMH/NEC Director
Director of the Bassett Research Instit

Date 5/28/09
Background:

There are approximately 1100 dairy producers in Vermont. The dairy industry in Vermont generates 80-85% of our agricultural revenue. This project will focus on the development of safety training tools for dairy producers with Hispanic employees; plus a new ‘Vermont Producers Talk about Safety on the Farm’ video available to all dairy producers in Vermont. Increasing farm safety and reducing Workers Compensation costs is an essential part of Vermont’s dairy industry and it’s important to the industry’s future in Vermont. Providing a safer working environment for employees is an important part of a producer’s and or manager’s responsibilities.

Hispanic workers have become an essential part of Vermont’s dairy industry. A recent survey of Vermont’s dairy producers indicates that one-third of all full-time employees on these farms are Hispanic. This number continues to grow. It’s not just large farms that have Hispanic workforces; many small farms are starting to utilize this workforce. Producers are utilizing this workforce resource in an attempt to alleviate the labor shortage crisis in the Vermont dairy industry.

This Hispanic workforce is a great asset to our dairy industry. However communication problems can limit job performance and impact safety on the farm. Communication issues hamper safety and productivity - impacting farm profitability. One way this human resource risk for Vermont dairy businesses can be managed is through improved workforce safety training.

Agriculture is among the most hazardous occupations with the highest rate of occupational fatalities and eight times the national average within all industry sectors. This information is from the US Department of Labor Statistics in 2005.

All dairy farmers are concerned for the safety and health of all their employees and this project addresses these concerns and provides training tools to make safety training easier and dairy farms safer places to work. Safer environments on dairy farms can also translate into smaller increases or lower levels in Workers Compensation Insurance premiums due to fewer claims.

We have been working with Vermont dairy producers on farm safety awareness and training through several projects.

One thing we are finding with the Vermont Farm Safety Program (started in 2007 and continuing in 2009-2010) is that producers are looking for more bilingual safety training material. All participants in the program receive an extensive notebook of materials, posters and signs for farm safety. Program participants receive 3 videos that are only available in English. They are: “Power Take-Off Safety” - 8 minute video, “A tractor Accident Can Happen to Anyone” – 17 minute video and “We’re Going to Hound You about Winter Safety” – 7 minute video. Participants are not only asking for more ‘tools’ in Spanish; several producers declined to participate in this program because of limited material available in Spanish.
We have also conducted bilingual employee milker training workshops. We have included a safety component with each of these workshops.

We have offered an occupational Spanish class for Vermont dairy producers for the last three winters. Approximately 100 producers will have taken the class after this winter run of classes.

Objectives - Timelines - Methods

This proposed project - Safety Training Tools for Vermont Dairy Producers - will translate 3 videos (“Power Take-Off Safety”- 8 minute video, “A tractor Accident Can Happen to Anyone” – 17 minute video and “We’re Going to Hound You about Winter Safety” – 7 minute video) to Spanish and make them available to Vermont dairy producer participating in the Safety Program as well as any Vermont producer with Hispanic employees interested in safety training tools. These are 3 very important topics to address with Hispanic employees.

**Project Objective: Increase the number of bilingual safety video tools available to producers with Hispanic workers; More Hispanic employees will have an increased awareness and understanding of safety concerns on the farm as well as know how to work safely around power take-offs, on tractors and in cold weather.

Timeline and Method for this objective:

June – August, 2009
Determine who will do the translating for the 3 videos being translated into Spanish
Develop Spanish narration

September – November, 2009
Studio production and editing for the Spanish translation of the 3 videos

December, 2009
Burn 50 copies of the Spanish and English version of each of these videos: Power Take-Off Safety”- 8 minute video, “A tractor Accident Can Happen to Anyone” – 17 minute video and “We’re Going to Hound You about Winter Safety” – 7 minute video.

This project also proposes to update the Vermont made video “It Can’t Happen to Me”. This 23 minute video was produced over 20 years ago and features Vermont producers sharing their personal stories about safety on their farm. We will shorten the up new video to 10 minutes so producers can use this video as a ‘intro’ to a safety meeting. This video will be a great training tool because it’s producers talking about how accidents CAN and DO happen and the impact to families and businesses.
** Project Objective: Reproduce a safety video made with Vermont producer to raise safety awareness on farms — a local producer driven safety video will make fellow producers and their employees sit up and take notice

Timeline and Method for this objective:

June – August 2009

Research, Outline and Production Planning
‘Sign-up’ producers willing to participate in the new “It Can’t Happen to Me” Vermont producer video
Location Scouting and Develop shooting script

September – October 2009

On-location field production

November – December, 2009

Transcribe interviews
Develop editing script, write narration
Record new video
Burn 50 copies

**Project Objective: Provide addition training tools to Vermont dairy producers who will in turn provide proper training for themselves, farm family members and employees.

**Project Objective: To raise safety awareness on farms by making it easy to perform producer and employee safety training through availability of safety videos; More productive employees through increased safety awareness and training.

Timeline and Method for these objectives:

January, 2010 and beyond:

Make these tools available to Vermont Dairy Producers through existing programs and future programs.

A key to the success of this project is working with Vermont dairy producers who are committed to the success of their businesses. Producers were the driving force behind developing this project proposal. They are asking for increased assistance for Hispanic
worker training to make human resource management easier. Producers also listen closely to other respected producers in their area of production. Project participants will be producers who are motivated to move forward with improving safety practices on their farms.

**Potential funding sources / mechanisms for future expansion of this project:**

We would ask for industry support, in particular insurance companies that do business in Vermont. Cooperative Insurance and Alan Fogg (an independent insurance agent in Vermont working with producers) are very interested in continuing to work with us. Also milk companies such as St Albans Cooperative and agricultural bankers such as Yankee Farm Credit would be potential future collaborators. We feel confident in getting industry support because we have worked with industry very successfully on other projects.

**Budget:**

Please see attached budget form and attached supplements to the budget form.
**Name of Contractor:** Louise Waterman  
**Institution:** Vermont Agency of Agriculture, Food & Markets  
**Period of Performance:** From 06/01/09 to 05/30/10  
**Method of Selection:** Competitive  
**Amount Requested:** $14,998  
**Description of Activities:** Safety Training Tools for Dairy Producers: Three Existing Safety Videos Translated into Spanish; Plus a new ‘Vermont Producers Talk about Safety on the Farm’ video

### Itemized Budget:

#### Personnel:

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Salary</th>
<th>FTE</th>
<th>Requested Salary</th>
<th>Fringe Rate</th>
<th>Requested Fringe</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Louise Waterman</td>
<td>Education Coordinator</td>
<td>$52,000</td>
<td>5.00%</td>
<td>$2,600</td>
<td>38%</td>
<td>$988</td>
<td>$3,588</td>
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</tbody>
</table>

Subtotal Salary $2,600  
Subtotal Fringe $988  
Total Personnel $3,588

#### Other than Personnel:

- **Equipment:**
  - (description)  
  - amount

- **Travel:**
  - Out of state:
    - # individuals:
    - # trips:
    - Transportation costs: (per individual per trip)
    - per diem: (per individual per trip)
    - Out of state subtotal: $-

- **Local:**
  - # individuals:
  - per diem:
  - # miles:
  - $ per mile: 0.445
  - Local Subtotal $-

- **Supplies:**
  - (description)  
  - amount

- **Other:**
  - (description)  
  - amount

Supplies subtotal $-

Other subtotal $11,194

### Total Other Than Personnel $11,194

### Total direct costs $14,782

Indirect cost rate:  
Indirect cost base 14,781.50  
Total Indirects $-

**Total budget:** (generally should not exceed $15,000)  
**Total budget:** $14,782
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<th>Ship To</th>
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</thead>
<tbody>
<tr>
<td>VT Agency of Agriculture</td>
<td>VT Agency of Agriculture</td>
</tr>
<tr>
<td>Louise Waterman</td>
<td>Louise Waterman</td>
</tr>
<tr>
<td>116 State St.</td>
<td>116 State St.</td>
</tr>
<tr>
<td>Montpelier 05602</td>
<td>Montpelier 05602</td>
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<th>Item</th>
<th>Description</th>
<th>Cost</th>
<th>Total</th>
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<tbody>
<tr>
<td>2</td>
<td>Preproduction</td>
<td>Hours Research, Meetings, Outline, Production Planning, Scheduling, Location Scouting, Develop shooting script &quot;It Can't Happen to Me&quot;</td>
<td>60.00</td>
<td>120.00</td>
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<tr>
<td>15</td>
<td>Production</td>
<td>Hours On-location Field Production including Videographer, 3 chip digital video camera, tripod, light kit, microphones - 3, half day videotaping interviews and farm shots</td>
<td>90.00</td>
<td>1,350.00</td>
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<tr>
<td>3</td>
<td>Field Tape St</td>
<td>Panasonic Mini-DV 60 minute videotape</td>
<td>10.00</td>
<td>30.00</td>
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<tr>
<td>8</td>
<td>Travel</td>
<td>hours</td>
<td>45.00</td>
<td>360.00</td>
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<tr>
<td>1</td>
<td>Misc</td>
<td>transcribe interviews</td>
<td>325.00</td>
<td>325.00</td>
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<tr>
<td>10</td>
<td>Script</td>
<td>develop editing script, write narration</td>
<td>90.00</td>
<td>900.00</td>
</tr>
<tr>
<td>30</td>
<td>Editing</td>
<td>Hours digitize raw footage into non-linear editing system hard drives; digitize music &amp; narration; create graphics, titles, special effects; edit movie; record to miniDV edit master tape</td>
<td>90.00</td>
<td>2,700.00</td>
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<td></td>
<td></td>
<td>Subtotal</td>
<td>5,785.00</td>
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<tr>
<td>1</td>
<td>Misc</td>
<td>transcribe 8 minute &quot;Power Take-Off Safety&quot; &amp; 17 minute &quot;A Tractor Accident Can Happen to Anyone&quot;</td>
<td>150.00</td>
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Quote. NOT an invoice.

Subtotal

Sales Tax (7.0%)

Total
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<th>Description</th>
<th>Cost</th>
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<tbody>
<tr>
<td>1</td>
<td>Misc</td>
<td>Spanish translation 8 minute &quot;Power Take-Off Safety&quot; &amp; 17 minute &quot;A Tractor Accident Can Happen to Anyone&quot; &amp; 10 minute &quot;It Can't Happen To Me&quot;</td>
<td>1,600</td>
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<td>Narration</td>
<td>Spanish narrator</td>
<td>400</td>
</tr>
<tr>
<td>2</td>
<td>Production</td>
<td>Hours Studio Production record Spanish narrator, 3 videos</td>
<td>90</td>
</tr>
<tr>
<td>10</td>
<td>Editing</td>
<td>Hours edit Spanish narrated versions of 3 farm safety videos</td>
<td>90</td>
</tr>
<tr>
<td>2</td>
<td>DVD Author...</td>
<td>render 10 minute edited video &quot;It Can't Happen to Me&quot; english and Spanish versions to full quality avi, render to mpeg2, author 2 chapter DVD, burn DVD master</td>
<td>90</td>
</tr>
<tr>
<td>50</td>
<td>DVD10-99</td>
<td>copies of DVD-R master &quot;It Can't Happen to Me&quot; english and Spanish including white Taiyo Yuden 8x DVD-R disc, duplication, inkjet printed label, polypak (STORE DVD-R MASTER)</td>
<td>3.99</td>
</tr>
<tr>
<td>1</td>
<td>DVD Author...</td>
<td>render Spanish and English versions of &quot;Power Take-Off Safety&quot; to mpeg2, author 2 chapter DVD, burn DVD master</td>
<td>90</td>
</tr>
<tr>
<td>50</td>
<td>DVD10-99</td>
<td>copies of DVD-R master &quot;Power Take-Off Safety&quot; including white Taiyo Yuden 8x DVD-R disc, duplication, inkjet printed label, polypak (STORE DVD-R MASTER)</td>
<td>3.99</td>
</tr>
<tr>
<td>1</td>
<td>DVD Author...</td>
<td>render Spanish and English versions of &quot;A Tractor Accident Can Happen to Anyone&quot; to mpeg2, author 2 chapter DVD, burn DVD master</td>
<td>90</td>
</tr>
</tbody>
</table>

Quote. NOT an invoice

Subtotal

Sales Tax (7.0%)

Total
APPENDIX II

VIDEOSYNCRACIES, Inc.
4 Laurel Hill Dr., Suite 4
South Burlington, Vermont 05403
(802) 861-6161  paul@vidsync.com

<table>
<thead>
<tr>
<th>Name / Address</th>
<th>Ship To</th>
</tr>
</thead>
</table>
| VT Agency of Agriculture
Louise Waterman
116 State St.
Montpelier 05602 | VT Agency of Agriculture
Louise Waterman 828-6900
116 State St.
Montpelier 05602
louise.waterman@state.vt.us |

<table>
<thead>
<tr>
<th>Qty</th>
<th>Item</th>
<th>Description</th>
<th>Cost</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>50</td>
<td>DVD10-99</td>
<td>copies of DVD-R master &quot;A Tractor Accident Can Happen to Anyone&quot; including white Taiyo Yuden 8x DVD-R disc, duplication, inkjet printed label, polypak (STORE DVD-R MASTER)</td>
<td>3.99</td>
<td>199.50</td>
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<tr>
<td>1</td>
<td>S&amp;H</td>
<td>Courier DVD copies to Montpelier</td>
<td>20.00</td>
<td>20.00</td>
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</table>

Quote. NOT an invoice

| Subtotal | $9,993.50 |
| Sales Tax (7.0%) | $0.00 |
| Total | $9,993.50 |
Grant Number: 5U50OH007542-08 REVISED

Principal Investigator(s):
JOHN J MAY, MD

Project Title: The Northeast Center for Agricultural Health

CENTER DIRECTOR NYCAMH / NEC
BASSETT HEALTHCARE
ONE ATWELL RD
COOPERSTOWN, NY 13326

Award e-mailed to: research.institute@bassett.org

Budget Period: 09/01/2008 – 08/31/2009
Project Period: 09/30/2001 – 08/31/2011

Dear Business Official:

The Centers for Disease Control and Prevention hereby revises this award (see “Award Calculation” in Section I and “Terms and Conditions” in Section III) to BASSETT MARY IMogene HOSPITAL in support of the above referenced project. This award is pursuant to the authority of 42 USC 241 42 CFR 52 and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Acceptance of this award including the “Terms and Conditions” is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact the individual(s) referenced in Section IV.

Sincerely yours,

LARRY GUESS
Grants Management Officer
Centers for Disease Control and Prevention

Additional information follows
### SECTION I — AWARD DATA — 5U50OH007542-08 REVISED

**Award Calculation (U.S. Dollars)**

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries and Wages</td>
<td>$301,867</td>
</tr>
<tr>
<td>Fringe Benefits</td>
<td>$76,517</td>
</tr>
<tr>
<td>Personnel Costs (Subtotal)</td>
<td>$378,384</td>
</tr>
<tr>
<td>Consultant Services</td>
<td>$29,028</td>
</tr>
<tr>
<td>Supplies</td>
<td>$7,081</td>
</tr>
<tr>
<td>Travel Costs</td>
<td>$17,200</td>
</tr>
<tr>
<td>Other Costs</td>
<td>$195,554</td>
</tr>
<tr>
<td>Consortium/Contractual Cost</td>
<td>$374,391</td>
</tr>
</tbody>
</table>

**Federal Direct Costs**  
$1,001,638

**Federal F&A Costs**  
$123,114

**Approved Budget**  
$1,124,752

**Federal Share**  
$1,124,752

**Less Unobligated Balance**  
$226,386

**TOTAL FEDERAL AWARD AMOUNT**  
$898,366

**AMOUNT OF THIS ACTION (FEDERAL SHARE)**  
$0

Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>09</td>
<td>$919,312</td>
</tr>
<tr>
<td>10</td>
<td>$907,753</td>
</tr>
</tbody>
</table>

### Fiscal Information:

- **CFDA Number:** 93.262
- **EIN:** 1135596796A1
- **Document Number:** UOH007542B

<table>
<thead>
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<th>IC</th>
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<th>2009</th>
<th>2010</th>
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<tr>
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<td>921021G</td>
<td>$898,366</td>
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</table>

### SUMMARY TOTAL FEDERAL AWARD AMOUNT YEAR (8)

<table>
<thead>
<tr>
<th>GRANT NUMBER</th>
<th>TOTAL FEDERAL AWARD AMOUNT</th>
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</thead>
<tbody>
<tr>
<td>5U50OH007542-08</td>
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<tr>
<td>3U50OH007542-08S1</td>
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<td>TOTAL</td>
<td>$973,328</td>
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</table>

### SUMMARY TOTALS FOR ALL YEARS

<table>
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<th>YR</th>
<th>THIS AWARD</th>
<th>CUMULATIVE TOTALS</th>
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</thead>
<tbody>
<tr>
<td>8</td>
<td>$898,366</td>
<td>$973,328</td>
</tr>
<tr>
<td>9</td>
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<td>$919,312</td>
</tr>
<tr>
<td>10</td>
<td>$907,753</td>
<td>$907,753</td>
</tr>
</tbody>
</table>

Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

### CDC Administrative Data:
- **PCC:** CFAASUXX / OC. 4141 / Processed: GUESSL 01/15/2009
hhstips@oig.hhs.gov or by mail to Office of the Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington DC 20201. Such reports are treated as sensitive material and submitters may decline to give their names if they choose to remain anonymous. This note replaces the Inspector General contact information cited in previous notice of award.

SECTION III — TERMS AND CONDITIONS — 5U500H007542-08 REVISED

This award is based on the application submitted to, and as approved by, CDC on the above-titled project and is subject to the terms and conditions incorporated either directly or by reference in the following:

a. The grant program legislation and program regulation cited in this Notice of Award.
b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
c. 45 CFR Part 74 or 45 CFR Part 92 as applicable.
d. The HS Grants Policy Statement, including addenda in effect as of the beginning date of the budget period.
e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

Treatment of Program Income:
Additional Costs

SECTION IV — OH Special Terms and Conditions — 5U500H007542-08 REVISED

********** Amendment Carryover **********

Approval List Number: CL0075Y09

This revised Notice of Award authorizes the carryover of unobligated funds as follows:

UNOBLIGATED AMOUNT PER FSR DATED November 20, 2008
FROM YEAR 07 TO YEAR 08 in the amount of $226,386

This amendment was requested by the PI, John May MD in a letter dated December 22, 2008.

Unobligated funds in the amount identified above have been applied to this award. Please note that if the actual amount of available unobligated funds is less than the amount used in this action, then the total approved budget may be reduced by the difference in a subsequent award action, thus reducing the amount of the current award.

Please be advised that grantee must exercise proper stewardship over federal funds by ensuring that all costs charged to their award are allowable, allocable, and reasonable.

These funds are approved for the current fiscal year budget period only with no commitment for continued support in future budget periods.

All other terms and conditions of the award remain unchanged and in full effect.

**********End of Amendment **********

Approval List: C0229Y08

INCORPORATION:
Program Announcement Number OH 06-057, the additional requirements, and the application dated 04/22/2008 and subsequent revisions are made a part of this award by reference.

HUMAN SUBJECT RESTRICTION
Notice: Under governing regulations, Federal funds administered by the Department of Health and Human Services shall not be expended for research involving human subjects, and individuals shall not be enrolled in such research, without the prior approval by the Office for Human Research Protection (OHPR) of an assurance to comply with the requirements of 45 CFR 46 to protect
human research subjects. This restriction applies to all collaborating site without OHRP-approved assurances, whether domestic or foreign, and compliance must be ensured by the awardee.

INDIRECT COSTS:

Indirect Cost Rates are based on the rate agreement dated November 1, 2006, 2003, 17.3%. The rates in this agreement are to be used for the remainder of the competitive segment in accordance with OMB Circular A-21.

Re-budgeting (re-directing) from direct costs or using carryover funds to accommodate a rate increase is not allowable.

Note: Indirect Cost/Facilities and Administration Rates for subcontracts will be treated in the same manner as those for the parent awardee if the subcontractor is covered by A-21.

REPORTING REQUIREMENTS:

All reports (original and two copies) must be submitted to the CDC Grants Management Officer, Attn: Grants Management Specialist, as denoted below under "Business and Grants Policy Contact." The following hyperlink provides the necessary forms for completion:


All dates referenced in the reporting paragraphs below can be identified on the first page of the award.

The following reports are required on an annual basis:

- Non-Competing Grant Progress Report PHS 2590
due no later than 90 days prior to the end of
the budget period end date, unless requested earlier.
This report is not required if the grant is in the
final year of the project period.
- Financial Status Report (FSR) due 90 days after the
end of the budget period end date, unless the grant
has a modular budget, then the FSR is due 90 days
after the end of the project period end date.
See the paragraph below entitled "Additional Reporting
Requirements" for proper handling of carryover funds.
The FSR should not report costs cumulatively across years.

The following reports are required at the end of the project period:

- Financial Status Report due 90 days after the end of the
project period end date.
- Final Invention Statement due 90 days after the end of
the project period. Note: A null report needs the actual
form completed.
- Final Progress Report due 90 days after the end of the
project period. The following hyperlink provides specific
guidance on completing the final progress report:
http://www.cdc.gov/niOSH/OEP/grants.html (read Grant Closeout).

Failure to submit timely reports may affect future funding to the organization or awards with the
same Principal Investigator.

ADDITIONAL REPORTING REQUIREMENTS:
The SF 269 (Financial Status Report - FSR) is due to the CDC Grants Management Office 90 days
after the end of each budget period. The FSR should report costs annually. Under Expanded
Authority, less than 25% of the awarded unobligated dollars, or a maximum of $250,000, may be
automatically carried forward by remarking in the comments section of the FSR. For amounts that
exceed this criteria, provide a written justification to the grants management office for review.

CORRESPONDENCE:
All correspondence (including emails and faxes) regarding this award must be identified with the Grant/Cooperative Agreement Number identified on the first page.

PRIOR APPROVAL:
In accordance with the PHS Grants Policy Statement dated April 1, 1994, Postaward Administration, Chapter 8-8, "ALL" requests which require prior approval must bear the signature of an authorized official of the business office of the grantee organization as well as the principal investigator or program or project director. Any requests received which reflect only one signature will be returned to the grantee unprocessed. Any funding request should include a checklist, face page and detailed budget with supporting justifications.

KEY PERSONNEL:
Replacement of key personnel (Including Program Directors) and any change in time/effort of Program Directors must be reported 30 days prior to the change to the CDC Project Officer and the Grants Management Specialist referenced herein. The notification shall include justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the project. No Key Personnel may be substituted without the Grants Management Officer's approval. Should any Key Personnel positions become vacant, all funds designated for such persons are RESTRICTED and may not be expended without prior approval of the Grants Management Officer.

The Individual considered Key Personnel in the performance of this grant are identified as Dr. John May, Principal Investigator.

INVENTIONS:
Acceptance of grant funds obligates recipients to comply with the standard patent rights? clauses in 37 CFR 401.14.

PUBLICATIONS:
Publications, journal articles, etc. produced under a CDC grant support project must bear an acknowledgment and disclaimer, as appropriate, such as: This publication (journal article, etc.) was supported by Grant/Cooperative Agreement Number (which is identified on the first page) from CDC - NIOSH. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of (name of awarding agency).

TRAFFICKING IN PERSONS
This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the award term and condition, go to: http://www.cdc.gov/od/pgo/funding/grants/Award_Term_and_Condition_for_Trafficking_in_Persons.shtm

EQUIPMENT AND PRODUCTS:
To the greatest extent practicable, all equipment and products purchased with CDC funds should be American-made.

ACKNOWLEDGMENT OF FEDERAL SUPPORT:
When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all awardees receiving Federal funds, including and not limited to State and local governments and recipients of Federal research grants, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

INSPECTOR GENERAL:
For your information, the United States Department of Health and Human Services Inspector General maintains a toll-free telephone number, 800-447-8477 (1-800-HHS-TIPS), for receiving information concerning fraud, waste or abuse under grants and cooperative agreements. Such reports are kept confidential, and callers may decline to give their names if they choose to remain anonymous.

PAYMENT INFORMATION
Automatic Drawdown:
Payment under this award will be made available through the Department of Health and Human Services (HHS) Payment Management System (PMS). PMS is administered by the Division of Payment Management, Program Support Center, HHS. PMS will forward the DHHS Manual for Recipients Financed Under the Payment Management System (PMS), PMS-270 and PMS-272 forms.

PMS correspondence, mailed through the U.S. Postal Service, should be addressed as follows:
Division of Payment Management, FMS/PSC/HHS, P.O. Box 6021
Rockville, MD 20852.

B. If a carrier other than the U.S. Postal Service is used, such as United Parcel Service, Federal Express, or other commercial service, the correspondence should be addressed as follows:
Division of Payment Management
FMS/PSC/HHS
Rockwall Building #1, Suite 700
11400 Rockville Pike, Rockville, MD 20852.

To expedite your first payment from this award, attach a copy of the Notice of Grant/Cooperative Agreement to your payment request form.

CDC CONTACT NAMES:

Business and Grants Policy Contact
Cynthia Y. Mitchell
Grants Management Specialist
PGO/Acquisition & Assistance Field Branch, CDC
P.O. Box 18070
Pittsburgh, PA 15236
Telephone: (412) 386-6434
Fax: (412) 386-6429
Internet Address: akq9@cdc.gov

Programmatic Contact
W. Allen Robison, Ph. D.
Office of Extramural Programs
National Institute for Occupational Safety and Health
Centers for Disease Control and Prevention
1600 Clifton Road NE, MS-E-74
Atlanta, GA 30333 USA
404/498-2509 (t)
404/498-2571 (f)
WRobison@cdc.gov

STAFF CONTACTS
Grants Management Specialist: Mary Pat Shanahan
Centers for Disease Control and Prevention
Procurement and Grants Office
626 Cochrans Mill Road, Bldg 140
Pittsburgh, PA 15236
Email: mpu0@cdc.gov Phone: 412-386-4453 Fax: 412-386-6429

Program Official: William Robison
Office of Extramural Programs
National Institute for Occupational Safety and Health
Centers for Disease Control and Prevention
Atlanta, GA 30333
Email: wrobison@cdc.gov Phone: 404-498-2509 Fax: 404-498-2571

Grants Management Officer: Larry Guess
<table>
<thead>
<tr>
<th>Budget</th>
<th>Year 8</th>
<th>Year 9</th>
<th>Year 10</th>
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<td>Salaries and Wages</td>
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<td>$369,925</td>
<td>$362,967</td>
</tr>
<tr>
<td>Fringe Benefits</td>
<td>$76,517</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Personnel Costs (Subtotal)</td>
<td>$378,384</td>
<td>$369,925</td>
<td>$362,967</td>
</tr>
<tr>
<td>Consultant Services</td>
<td>$29,028</td>
<td>$28,000</td>
<td>$22,750</td>
</tr>
<tr>
<td>Supplies</td>
<td>$7,081</td>
<td>$4,848</td>
<td>$3,688</td>
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<tr>
<td>Travel Costs</td>
<td>$17,200</td>
<td>$18,100</td>
<td>$14,251</td>
</tr>
<tr>
<td>Other Costs</td>
<td>$195,554</td>
<td>$121,323</td>
<td>$117,525</td>
</tr>
<tr>
<td>Consortium/Contractual Cost</td>
<td>$374,391</td>
<td>$272,798</td>
<td>$285,878</td>
</tr>
<tr>
<td>TOTAL FEDERAL DC</td>
<td>$1,001,638</td>
<td>$814,994</td>
<td>$807,069</td>
</tr>
<tr>
<td>TOTAL FEDERAL F&amp;A</td>
<td>$123,114</td>
<td>$104,318</td>
<td>$100,684</td>
</tr>
<tr>
<td>TOTAL COST</td>
<td>$898,366</td>
<td>$919,312</td>
<td>$907,753</td>
</tr>
</tbody>
</table>
STATE OF VERMONT REQUEST FOR GRANT ACCEPTANCE  (Form AA-1)

**BASIC GRANT INFORMATION**

| 1. Agency: | Agency of Agriculture, Food & Markets |
| 2. Department: |
| 3. Program: | Vermont Farm Safety Program |
| 4. Legal Title of Grant: |
| 5. Federal Catalog #: | N/A |
| 6. Grant/Donor Name and Address: | The Mary Imogene Bassett Hospital One Atwell Road Cooperstown, NY 13326 |

**8. Purpose of Grant:**
The Agency of Agriculture will conduct research, "Safety Training Tools for Vermont Dairy Producers: Three Existing Safety Videos Translated into Spanish plus a new 'Vermont Producers Talk about Safety on the Farm' video" for Mary Imogene Bassett Hospital. The videos will be translated into Spanish and made available to Vermont dairy producers participating in the Safety Program as well as any Vermont producer with Hispanic employees interested in safety training tools.

**9. Impact on existing program if grant is not Accepted:**
The videos will not be translated and distributed to Vermont Dairy Producers with Hispanic employees and safety training will be reduced.

**10. BUDGET INFORMATION**

| Expenditures: | SFY 1 FY 2010 | SFY 2 FY | SFY 3 FY | Comments |
| Personal Services | $14,782 | $ | $ |
| Operating Expenses | $ | $ | $ |
| Grants | $ | $ | $ |
| Total | $14,782 | $ | $ |

| Revenues: | SFY 1 | SFY 2 | SFY 3 | Comments |
| State Funds: | $ | $ | $ |
| Cash | $ | $ | $ |
| In-Kind | $ | $ | $ |
| Federal Funds: | $ | $ | $ |
| (Direct Costs) | $14,782 | $ | $ |
| (Statewide Indirect) | $ | $ | $ |
| (Departmental Indirect) | $ | $ | $ |
| Other Funds: | $ | $ | $ |
| Grant (source ) | $ | $ | $ |
| Total | $14,782 | $ | $ |

**Appropriation No:** 2200030000/prog.#21889  **Amount:** $14,782
STATE OF VERMONT REQUEST FOR GRANT ACCEPTANCE  (Form AA-1)

PERSONAL SERVICE INFORMATION

11. Will monies from this grant be used to fund one or more Personal Service Contracts?  ☑ Yes ☐ No
If "Yes", appointing authority must initial here to indicate intent to follow current competitive bidding process/policy.

Appointing Authority Name: Roger Allbee  Agreed by:  （initial）

12. Limited Service Position Information:

<table>
<thead>
<tr>
<th># Positions</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Positions

12a. Equipment and space for these positions:

☐ Is presently available.  ☐ Can be obtained with available funds.

13. AUTHORIZATION AGENCY/DEPARTMENT

I/we certify that no funds beyond basic application preparation and filing costs have been expended or committed in anticipation of Joint Fiscal Committee approval of this grant, unless previous notification was made on Form AA-1PN (if applicable):

Signature:  （Signature）  Date:  6/1/09

Title:  （Title）

14. ACTION BY GOVERNOR

☐ Check One Box:

☑ Accepted  （Governor’s signature）  Date:  7/2/09

☐ Rejected

15. SECRETARY OF ADMINISTRATION

☐ Check One Box:

☐ Request to JFO  （Secretary’s signature or designee）  Date:  6/24/09

☐ Information to JFO

16. DOCUMENTATION REQUIRED

Required GRANT Documentation

☐ Request Memo  ☐ Notice of Donation (if any)
☐ Dept. project approval (if applicable)  ☐ Grant (Project) Timeline (if applicable)
☐ Notice of Award  ☐ Request for Extension (if applicable)
☐ Grant Agreement  ☐ Form AA-1PN attached (if applicable)
☐ Grant Budget

End Form AA-1