

STATE OF VERMONT JOINT FISCAL OFFICE

MEMORANDUM

To: Joint Fiscal Committee members

From: Sorsha Anderson, Senior Staff Associate

Date: April 22, 2025

Subject: Grant– JFO #3251

Enclosed please find one (1) item, which the Joint Fiscal Office has received from the Administration.

JFO #3251: \$50,000.00 to the Agency of Human Services, Central Office from the National Governor's Association. The funds will support state-side improvements of service-to-career pathways, with a focus on emergency responders. *[Received April 11, 2025]*

Please review the enclosed materials and notify the Joint Fiscal Office (Sorsha Anderson: sanderson@leg.state.vt.us) if you have questions or would like this item held for legislative review. Please submit concerns by **May 7, 2025**, or we will assume that you agree to consider as final the Governor's acceptance of this request.



State of Vermont

Department of Finance & Management 109 State Street, Pavilion Building Montpelier, VT 05620-0401 Agency of Administration

[phone] 802-828-2376 [fax] 802-828-2428

STATE OF VERMONT FINANCE & MANAGEMENT GRANT REVIEW FORM

| Grant Summary: | | | Funds will be used to enable the state to participate in a set of activities designed to help improve service-to-career pathways by, among other things, establishing structured pathways with embedded credentials that are relevant to Emergency response, implementing a data collection plan that would enable a more comprehensive analysis of outcomes, and articulating how service programs are aligned with career pathways. | | | | | | | |
|-------------------------------|-------------------|-------------------------|--|------|----------|------------|--------------|--|----------|--|
| | | | | | | | | | | |
| Date: | | | 2/24/2 | 2025 | | | | | | |
| Department: | | | AHS - CO | | | | | | | |
| | | | | | | | | | | |
| Legal Title of Gra | int: | | NGA Center State Sub-Grant - Service-to-Career Pathways | | | | | | | |
| Federal Catalog # | • | | | | | | | | | |
| | - | | | | | | | | | |
| Grant/Donor Name and Address: | | | National Governor's Association 444 N. Capitol Street, Suite 267 Washington, DC 20001-1512 | | | | | | | |
| | | | | | | | | | | |
| Grant Period: | From: | | 1/1/2025 To: | | To: | 12/31/2025 | | | | |
| | | | \$ 50.00 | 0.0 | | | | | | |
| Grant/Donation | | \$50,000 SFY 2 SFY 3 | | | 7.0 | | | | | |
| Grant Amount: | SFY 1 \$50,000 | | SFY 2 | | 2 | <u>°</u> | 3 | Total \$50,000 | Comments | |
| Grant Amount: | \$30,0 | 000 | φ | | | φ | | \$30,000 | | |
| | | # Posit | tions | Ex | planatio | ı/Comr | nents | | | |
| Position Informat | ion: | | 10115 | | | | nents | | | |
| Additional Comm | | I | | | | | | | | |
| | iciits. | | | | | | | | | |
| Department of Fina | ance & Ma | nageme | nt | | | | | Adam Digitally signed by Adam Signed by: | Initial) | |
| Secretary of Administration | | | | | | | | Nick Kramer E710487A28FB404 [Initial] | | |
| Sent To Joint Fiscal Office | | | | | | | Anna Reinold | 1 | | |
| | | | | | | | | REVIEWED By Anna Reinold at 5:03 pm, Apr | 10, 2025 | |
| | | | | | | | | | | |

STATE OF VERMONT REQUEST FOR GRANT ^(*) **ACCEPTANCE** (Form AA-1)

| BASIC GRANT INFORM | ATION | | | | | |
|---|----------------------|--|-----------------------|--------------------------|--|--|
| | | , income the second sec | | | | |
| 1. Agency: | Agency of Human Ser | vices | | | | |
| 2. Department: | Central Office | | | | | |
| 3. Program: | SerVermont | | | | | |
| | | | | | | |
| 4. Legal Title of Grant: | NGA Center State Sub | Grant - Service-to-C | areer Pathways | | | |
| 5. Federal Catalog #: | | | | | | |
| 6. Grant/Donor Name and National Governor's | Association | | | | | |
| 444 N. Capitol Stree Washington, DC 20 | | | | | | |
| | om: 1/1/2025 | To: | 12/31/2025 | | | |
| | | | | | | |
| achieving the Govern and a ready-for-impl Governor's broader 9. Impact on existing progr | | athways policy goals to advance service-to- | by development of a s | set of policy priorities | | |
| 10. BUDGET INFORMAT | | | | | | |
| | SFY 1 | SFY 2 | SFY 3 | Comments | | |
| Expenditures: | FY 2025 | FY | FY | | | |
| Personal Services | \$25,000 | \$ | \$ | | | |
| Operating Expenses | \$25,000 | \$ | \$ | | | |
| Grants | \$ | \$ | \$ | | | |
| Tot: | al \$50,000 | \$ | \$ | | | |
| Revenues: | | | | | | |
| State Funds: | \$ | \$ | \$ | | | |
| Cash | \$ | \$ | \$ | | | |
| In-Kind | \$ | \$ | \$ | | | |
| Federal Funds: | \$ | \$ | \$ | | | |
| (Direct Costs) | \$ | \$ | \$ | | | |
| (Statewide Indirect) | \$ | \$ | \$ | | | |
| (Departmental Indirect) | \$ | \$ | \$ | | | |
| Other Funds: | \$ | \$ | \$ | | | |
| Grant (source NGA) | \$50,000 | \$ | \$ | | | |
| Tota | . , | \$ | \$ | | | |
| Appropriation No: 3 | 400001000 | Amount: | \$ 50,000 |) | | |
| | | | \$ 20,000 | | | |
| | | | \$ | | | |
| | | \$ | | | | |
| | | 1 | ¥ | | | |

STATE OF VERMONT REQUEST FOR GRANT ^(*) **ACCEPTANCE** (Form AA-1)

| | | \$ | | | |
|--|--------------------------------|--|-------------------------|--|--|
| | | Total \$ 50,00 | 00 | | |
| | | | | | |
| PERSONAL SERVICE IN | FORMATION | | | | |
| | | ne or more Personal Service Contracts? | 🛛 Yes 🗌 No | | |
| f "Yes", appointing authorit | ty must initial here to inc | licate intent to follow current competitive l | bidding process/policy. | | |
| Appointing Authority Name | e: Kristin McClure Agre | eed by: $ [] \mathcal{M} $ (initial) | | | |
| 10 The Head One of the | <u>-</u> | | | | |
| 12. Limited Service Position Information: | # Positions | Title | | | |
| | | | | | |
| | 5 s 4 | | | | |
| | | | | | |
| Total Positions | | | | | |
| 12a. Equipment and space | for these Is | presently available. | d with available funds. | | |
| positions: | | | | | |
| 13. AUTHORIZATION A I/we certify that no funds | | | | | |
| beyond basic application | Signature Enstin M | | Date:18/2025 | | |
| preparation and filing costs | Title: Deputy Secretar | ry | | | |
| have been expended or committed in anticipation of | | | | | |
| Joint Fiscal Committee | Signature: Date: | | | | |
| approval of this grant, unless previous notification was | Title: | | | | |
| made on Form AA-1PN (if | 1110. | | | | |
| applicable): 14 _{mil} SECRETARY OF ADN | MINISTRATION | | | | |
| NK | (Secretary or designee signatu | re) Nick Kramer | D2##25/2025 | | |
| Approved: | (| E710487A28FB404 | | | |
| | | Ē | ал. И | | |
| 15. ACTION BY GOVERN | NOR | | | | |
| Check One Box: | 1 Jan | | | | |
| All Accepted | (Governor's signature) | | Date:// | | |
| Rejected | / MX / bac | | 4/8/25 | | |
| | | | 144-5 | | |
| 16. DOCUMENTATION F | | | | | |
| Request Memo | Required | GRANT Documentation Notice of Donation (if any) | | | |
| Dept. project approval (if | f applicable) | Grant (Project) Timeline (if applicable | :) | | |
| X Notice of Award | | Request for Extension (if applicable) | , | | |
| Grant Agreement | | Form AA-1PN attached (if applicable) |) | | |
| Grant Budget | F | nd Form AA-1 | | | |
| | ny grant, gift, loan, or any | sum of money or thing of value to be accepted | by any agency, | | |
| lepartment, commission, board | , or other part of state gove | | /12 /2025 | | |
| | | | /13/2025 | | |
| | | 30 | | | |



CHAIR Jared Polis Governor of Colorado VICE CHAIR Kevin Stitt Governor of Oklahoma

January 24, 2025

Tracy O'Connell, Finance Director Agency of Human Services State of Vermont 280 State Drive - Center Building Waterbury, VT, 05676

RE: NGA Center State Sub-Grant.

Dear Ms. O'Connell,

On behalf of the National Governors Association Center for Best Practices (hereinafter, "Grantor"), I am pleased to inform you that the State of Vermont has been selected as a grantee ("Grantee") in connection with the above-captioned initiative, funded wholly or in part by the Schultz Family Foundation, ("Concerned Funding Agency"), (hereinafter referred to as the "Project").

This letter and any attachments outline the terms and conditions of accepting this grant and comprise the entire grant agreement ("Agreement"). Please read all the terms and conditions carefully, sign, and return the executed original to the Grantor. Grantee may wish to have this agreement reviewed by its own legal counsel before signing.

Grantee Work Plan

Grantee shall use this grant award to execute all services and deliverables (the "Work") described in the Grantee Work Plan, which is attached and made a part of this Agreement.

During the term of this Agreement, Grantee shall submit any proposed material changes to the Grantee Work Plan in writing as soon as possible for approval by the Grantor, and in consultation with the Concerned Funding Agency, if required. A material change is one that significantly alters the purpose of the Project.

Grant Amount

The grant award for this Project is: \$50,000.

This is the maximum funding amount available to the Grantee for this Project. Grantee shall have sole financial responsibility, and no recourse at law or equity to collect against the Grantor or Concerned

Funding Agency, for any financial expenditure in furtherance of the Grantee Work Plan that exceeds the grant award.

Grant Term

The term of this Grant begins on January 01, 2025 and continues until December 31, 2025 unless earlier terminated pursuant to this Agreement ("Term"). Work under this Agreement shall be completed within the time schedule set forth in the attached Grantee Work Plan and no later than December 31, 2025.

Grantee Reporting

Grantee shall provide Grantor regular progress reports and a final report for the Grant according to the schedule included in the Grantee Work Plan.

* * *

Congratulations on your award. We look forward to working with you to advance this important work.

Sincerely,

Jordan Kramer Chief Financial Officer

Signed:

02/04/2025 Date:

ACCEPTED and AGREED:

State of Vermont

Signed:

2/4/2025 Date:

Kristin McClure

Name:

Deputy Secretary Title:

GENERAL TERMS AND CONDITIONS - GRANT AWARD

GRANTEE DECLARATION

The Grantee declares that it is: (i) a state or political subdivision or a tribal governmental entity, and that the purposes of this Grant are within the Grantee's public purposes.

Grantee shall inform Grantor immediately of any change in, or IRS proposed or actual revocation (whether or not appealed) of its declared tax status.

USE OF FUNDS

This Grant is made for the purpose outlined in the grant award letter and may not be expended for any other purpose without the prior written approval of the Grantor, in consultation with the Concerned Funding Agency, if necessary.

This Grant shall fund only the Grantee Work Plan. Grantee shall return immediately to the Grantor any unexpended portion of the Grant either at the completion of the Project, upon the end of the Term, or upon termination of the Grant, whichever comes first.

Grantee shall not expend any Grant funds for any political or lobbying activities or otherwise use the Grant funds to influence legislation, influence the outcome of any public election, carry on any voter registration efforts, or for any purpose other than specified in section 170(c)(2)(B) of the Code.

The Grantor, in its sole discretion subject to review of required reports and audits, shall require the Grantee to repay any portion of the Grant that is not used for designated purposes under the Grantee Work Plan.

REPORTING OBLIGATIONS and AUDIT

The Grantee warrants that it shall, during the term of the Agreement and for a period of three (3) years following the termination or expiration of the Agreement, maintain accurate and complete financial records, including accounts, books, and other records related to this Grant's charges, costs, disbursements, and expenses, in accordance with generally accepted accounting principles, consistently applied.

Grantor, directly or through its authorized agents, auditors or other independent accounting firm, at its own expense, and the Concerned Funding Agency directly or through its duly authorized representatives, shall have the right, from time to time, upon at least ten (10) days' notice, to audit, inspect, and copy the Grantee's records related to this Grant. The Grantee shall fully cooperate, including by making available such of its personnel, records and facilities as are reasonably requested by Grantor or the Concerned Funding Agency.

Grants are subject to audit by the Grantor for three years following the final disbursement to verify that project expenditures were properly documented. Grantee will be contacted at least 30 days in advance of an audit. Audit will include all books, papers, accounts, documents, or other records of the Grantee, as they relate to the Project. The Grantee shall have all Project records readily available to the Grantor. The Grantee must also provide an employee having knowledge of the Project and the accounting procedure or system to assist the Grantor's auditor. The Grantee shall provide a copy of any document,

paper, record, or the like requested by the Grantor.

This Section shall remain in force during the term of the Agreement and for the three (3) years following the termination or expiration of the Agreement. If an audit, litigation, or other action involving the records is started before the end of the three (3) year period, Grantee agrees to maintain the records until the end of the three (3) year period or until the audit, litigation, or other action is completed, whichever is later.

COMMUNICATIONS

Grantee shall not make any public statements or communications relating to the existence or performance of this Agreement, including the Grantee's Work Plan, or conduct any interviews or respond to any third-party inquiries, concerning the same, without the express written consent of Grantor, provided Grantor approval shall not be unreasonably withheld. However, consent of the Grantor shall not be required for Grantee to respond to requests made under the Freedom of Information ("FOI") laws of Grantee's State. Grantee agrees to notify Grantor of any such FOI request within a reasonable time after receipt of any such request. All media inquiries shall be directed to the Grantor's Office of Communications.

Grantee will allow Grantor to review and approve the text of any proposed publicity concerning the Grant award prior to its release by Grantee, provided Grantor approval shall not be unreasonably withheld.

To ensure adequate review and evaluation of the Project, and proper coordination among interested parties, Grantee shall keep Grantor fully informed concerning the progress of the Grantee's Work Plan performed hereunder, and, further, Grantor may require the Grantee to meet from time to time to review the same.

If this grant is for a film, video, book or other such Work, the Grantor and any Concerned Funding Agency reserve the right to request a screening or preview of the Work, during the final production stages, before deciding whether or not to be credited for funding the Work. If approved, a disclosure statement may be included in any Work prepared in whole or in part pursuant to this Agreement: *Funding for this project has been provided in full or in part through an Agreement with the National Governors Association Center for Best Practices. The contents of this document do not necessarily reflect the views and policies of the NGA or the NGA Center, nor does mention of trade names or commercial products constitute endorsement or recommendation of use.*

USE OF WORK

Grantee and Grantor agree that all copyright and other interests in the Work produced under this Grant shall be owned by the Grantee. To ensure the widest possible distribution of the Work and ensure that they remain generally available to the public, the Grantee shall grant, and shall cause any individuals who may have some interest to grant, to the Grantor a non-exclusive, transferrable, perpetual, irrevocable, royalty-free, paid-up, worldwide license to use or publish the Work or any derivatives thereof arising out of or resulting from Grantee's use of the grant funds and any earnings thereon, including all intellectual property rights, and to sublicense to third parties the rights described herein. Grantee, at Grantor's request, agrees to execute any additional documents required to effect such license. The Concerned Funding Agency also may request the same license in the Work from the Grantee. Grantee shall not make available the Works, or any derivatives produced using these grant funds, under any other licensing terms, without prior written consent of the Grantor.

RIGHT TO MODIFY, REVOKE or TERMINATE

Grantor reserves the right to discontinue, modify or withhold any payments to be made under this Grant or to require a total or partial refund of any grant funds if, in the Grantor's sole discretion, such action is necessary: (i) because Grantee has not fully complied with the terms and conditions of this Agreement; (ii) to protect the purpose and objectives of the Project or any other related activities of the Grantor or Concerned Funding Agency; or (iii) to comply with any law or regulation applicable to the Grantee, to the Grantor, to the Concerned Funding Agency, or this Agreement.

This Agreement is subject to the terms of any agreement between Grantor and a Concerned Funding Agency and in particular may be terminated by Grantor without penalty or further obligation if the Concerned Funding Agency terminates, suspends or materially reduces its funding for any reason. Additionally, the payment obligations of Grantor under this Agreement are subject to the timely fulfillment by Concerned Funding Agency of its funding obligations to Grantor.

This Agreement may be terminated by the Grantor upon determination by the Grantor that after making this Grant award any information provided the Grantor by the Grantee during the grant award process was materially false. Grantee warrants that all information which a reasonable Grantor would have considered material was disclosed to the Grantor during the application process.

Grantee may unilaterally revoke its acceptance of this Grant and terminate this Agreement at any time prior to the commencement of the Project. After Project commencement, Grantee may request termination of this Agreement by mutual agreement in writing.

NO GUARANTEE OF FUTURE FUNDING

The Grantee acknowledges that receipt of this Grant does not imply a commitment on behalf of the Grantor or the Concerned Funding Agency to continue funding beyond the Term of this Agreement.

NO ASSIGNMENT or DELEGATION

Grantee may not assign, or otherwise transfer, its rights or delegate any of its obligations under this Agreement without prior written approval from the Grantor.

NOTICE and PROJECT CONTACTS

Grantee shall provide Grantor with immediate written notice if: (i) Grantee is unable to expand the grant for the purposes detailed in this Agreement; (ii) Grantee has made an expenditure from this Grant for any purpose other than those for which the Grant was intended; or, (iii) Grantee is unable to complete any other requirements that are specific to this Agreement.

Each party giving notice or issuing any request, demand, or other communication pursuant to this Agreement (each, a "Notice") shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: (i) personal delivery; (ii) first-class mail; (iii) registered or certified mail; (iv) nationally or internationally recognized overnight courier; (v) facsimile; (vi) email.

| Grantor Contacts | Grantee Contacts |
|--|---|
| For programmatic issues Jack Porter Program Director Workforce Policy & Economic Policy National Governors Association Center for Best Practices 444 N. Capitol Street, Suite 267 Washington, DC 20001-1512 Email: jporter@nga.org Office: 202-624-5253 | Jay Ramsey Workforce Development Director Vermont Department of Labor jay.ramsey@vermont.gov |
| For grant and financial issues Evan Johnson Senior Grants and Contracts Manager National Governors Association 444 N. Capitol Street, Suite 267 Washington, DC 20001-1512 Email: ejohnson@nga.org Phone: 202-624-3657 | Tracy O'Connell Finance Director Agency of Human Services tracy.oconnell@vermont.gov |

Notice shall be delivered to the following lead contacts for the Grantee and Grantor:

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Grantor and Grantee regarding the Grant. The Agreement supersedes all prior negotiations, representations and undertakings, whether written or oral.

MODIFICATION

This Agreement may not be modified except by further written agreement signed by the parties.

ATTACHMENTS INCORPORATED AS PART OF THIS AGREEMENT

- X General Terms and Conditions
- X Grantee Work Plan
- Travel Policies
- ____ Style Guidelines
- X Other:
 - State Proposal
 NGAC RFA
 Budget

GRANTEE WORK PLAN

A. <u>General Description of Engagement</u>

Grantee is expected to participate in a set of required activities designed to assist the state/territory in making progress toward achieving the Governor's service-to-career pathways policy goals by development of a set of policy priorities and a ready-for-implementation action plan to advance service-to-career pathways in alignment with the Governor's broader policy agenda.

B. <u>Textual Description of Key Tasks</u>

Grantee is expected to participate in the following required activities:

- Develop and implement a set of policy priorities and a ready-for-implementation action plan to advance one or more service-to-career pathways in the state/territory.
- Participate in an in-person, facilitated action planning session in the state/territory ("site visit") with NGA Center staff to support the state team's goals.
- Hold monthly technical assistance calls with the state team and NGA Center staff to coordinate activities and make progress on achieving the state team's project goals as well as make requests of NGA Center staff for research, action planning facilitation, or other customized assistance.
- Engage in peer learning with fellow Policy Academy state teams, including bimonthly webinars.
- Attend and present at an in-person convening of Policy Academy states and other state and national policymakers and subject matter experts in the fall of 2025.
- Submit a brief final report to the NGA Center, the Schultz Family Foundation and the Annie E. Casey Foundation that details the progress made toward the state team's goals and next steps to implement the service-to-career pathway(s).

C. <u>Summary Table of Tasks, Deliverables, and Due Dates</u>

| TASK | DELIVERABLE | DUE DATE |
|------|---------------------------------|-------------------|
| 1 | Virtual kickoff convening | February 2025 |
| 2 | Monthly team calls | February-December |
| | | 2025 |
| 3 | Peer learning webinars | March, May, July, |
| | | September 2025 |
| 4 | In person site visit | Spring-Summer |
| | | 2025 |
| 5 | In person culminating convening | Fall 2025 |
| 6 | Final action plan and report | December 2025 |

Period of Performance: January 1, 2025 – December 31, 2025

D. <u>Compensation and Reporting Requirements</u>

Grantee shall be compensated on a cost reimbursement basis according to the financial budget prepared by Grantee, approved by NGA Center, and attached to this Agreement. The total reimbursable amount may not exceed \$50,000.00. Reallocations of less than 10% of a line item or \$500 between budgeted line items are allowed but the NGA Center programmatic and

financial contacts must be notified within thirty days. Reallocations of more than these amounts may be allowed but must be approved in advance by NGA Center. All incurred costs must be reasonable and conform to any provision of this Agreement regarding Allowable Costs.

\$50,000 will be paid upon execution of this Agreement. Any unused funds must be returned to Grantor by the Agreement end date.

The Grantee shall return to NGA Center all overpayments, such as those due to advances not expended, actual rates or costs being less than estimated or provisional rates, or due to any other cause, in a timely and prompt manner.

BUDGET

| Budget Category | Cost |
|--------------------------------------|----------|
| Personnel | \$ |
| Travel Expenses | \$15,000 |
| Consultants, Sub-contracted Services | \$25,000 |
| Communications | \$10,000 |
| TOTAL | \$50,000 |
| | |