

**AMENDMENT**

It is agreed between the State of Vermont, Department of Vermont Health Access (hereinafter called "State") and The Coaching Center (hereinafter called "Contractor") with principal place of business at Essex Junction, VT, that the contract dated July 1, 2015 is to be amended December 1, 2015 as follows:

**1. By striking out on page 1, item #3, of the Base agreement and substituting in lieu thereof:**

**3. Maximum Amount.** In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$15,250.

**2. By striking out on page 1, item #4, of the Base agreement and substituting in lieu thereof:**

**4. Contract Term.** The period of Contractor's performance shall begin on **July 1, 2015** and end on **December 31, 2015**.

Work performed between December 1, 2015 and the signing or execution of this amendment that is in conformity with Attachment A may be billed under this agreement.

**3. Attachment A: By striking *Subcontractor Requirements* in Section VI, and inserting in lieu thereof Sections VI-IX:**

**VI. The Contacts for this Award are as Follows:**

	<u>State Fiscal Manager</u>	<u>State Program Manager</u>	<u>Contractor</u>
Name:	Leah Korce	Georgia Maheras	Liz Dallas
Phone #:	802-241-0243	802-505-5137	781-453-1166
E-mail:	<a href="mailto:leah.korce@vermont.gov">leah.korce@vermont.gov</a>	<a href="mailto:georgia.maheras@vermont.gov">georgia.maheras@vermont.gov</a>	<a href="mailto:lizd@coachingcenterofvt.com">lizd@coachingcenterofvt.com</a>

**VII. Notices to the Parties Under this Agreement:**

To the extent notices are made under this agreement, the parties agree that such notices shall only be effective if sent to the following persons as representative of the parties:

	<b>STATE REPRESENTATIVE</b>	<b>CONTRACTOR</b>
Name	Office of General Counsel	Liz Dallas
Address	NOB 1 South, 280 State Drive Waterbury, VT 05671	76 Pearl Street, Suite 204 Essex Junction, VT 05452
Email	<a href="mailto:AHS.DVHALegal@vermont.gov">AHS.DVHALegal@vermont.gov</a>	<a href="mailto:lizd@coachingcenterofvt.com">lizd@coachingcenterofvt.com</a>

The parties agree that notices may be sent by electronic mail except for the following notices which must be sent by United States Postal Service certified mail: termination of contract, contract actions, damage claims, breach notifications, alteration of this paragraph.

**VIII. DVHA Monitoring of Contract:**

The parties agree that the DVHA official State Program Manager is solely responsible for the review of invoices presented by the Contractor.

**IX. Subcontractor Requirements:**

Per Attachment C, Section 15, if the Contractor chooses to subcontract work under this agreement, the Contractor must first fill out and submit the Subcontractor Compliance Form (Appendix I – Required Forms) in order to seek approval from the State prior to signing an agreement with a third party. Upon receipt of the Subcontractor Compliance Form, the State shall review and respond within five (5) business days. A fillable PDF version of this Subcontractor Compliance Form is available upon request from the DVHA Business Office. Under no circumstance shall the Contractor enter into a sub-agreement without prior authorization from the State. The Contractor shall submit the Subcontractor Compliance Form to:

Leah Korce, Grants Management Specialist  
Business Office, Contracting Unit  
Department of Vermont Health Access  
[Leah.Korce@vermont.gov](mailto:Leah.Korce@vermont.gov)

Should the status of any third party or Subrecipient change, the Contractor is responsible for updating the State within fourteen (14) days of said change.

**4. Attachment B: By replacing in its entirety with the following revised version:**

**ATTACHMENT B  
PAYMENT PROVISIONS**

The maximum dollar amount payable under this agreement is not intended as any form of a guaranteed amount. The Contractor will be paid for products or services actually performed as specified in Attachment A up to the maximum allowable amount specified in this agreement. State of Vermont payment terms are Net 30 days from date of invoice, payments against this contract will comply with the State's payment terms. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are included in this attachment. Work performed between December 1, 2015 and the signing or execution of this amendment that is in conformity with Attachment A may be billed under this agreement. The following provisions specifying payments are:

1. **FUNDING and PERIOD OF PERFORMANCE AUTHORIZATION REQUIREMENT:** This contract is funded by a federal grant and is subject to federal approval from the Center for Medicare and Medicaid Innovation (CMMI). No reimbursement shall be provided under this agreement without federal approval for the task, service, or product for which reimbursement is claimed. The maximum amount payable under this contract for services and expenses shall not exceed \$15,250.
  - a. In July, 2015 federal approval was received for the time period of July 1, 2015-December, 31, 2015 in the amount of \$11,000.
  - b. In February, 2016 federal approval was sought retroactively for the time period of December 1, 2015 – December 31, 2015 in the amount of \$4,250. Approval for funding is contingent on CMMI approval.
2. Contractor invoices shall be submitted monthly and shall detail the hours worked during the specified billing

period and the total amount billed. Invoicing is dependent upon acceptance of mutually agreed upon deliverables completed as specified in Attachment A.

3. The Contractor will be paid according to the following schedule:
  - Stage 3: \$5,500 upon completion of half-day coaching workshops.
  - Stage 4: \$5,500 to be billed as follows:
    - \$250/session for each individual coaching session with the eight (8) Key Leader Facilitators and two (2) Project Leaders.
  - Ad Hoc services as requested by the State: \$4,250.
  - These fees are inclusive of all training expenses except for space, which will be borne separately by the State.
4. The following persons are identified as key personnel under this agreement:

Key Personnel
Liz Dallas, Executive Director
Lea Belair, Director of Coaching and Training
Paul Toth, Coach and Trainer

5. Non-performance: Failure to attend scheduled status meeting or not being available without prior written approval by the State's single point of contact shall result in a reduction in payment of 10% of the total monthly invoice for the month in which nonperformance occurred. Failure to demonstrate progress toward deliverables or to meet deliverable due dates as established in the work plan may result in a reduction of payment of up to 10% of the total monthly invoice. Deliverable due dates may be revised upon mutual agreement of both parties.
6. No benefits or insurance will be reimbursed by the State.
7. **Invoices.** All requests for reimbursements shall be made using the Invoice – Contract/Grant Agreements form attached, see Appendix I – Required Forms, or a similar format agreed upon by the State and Contractor. All payments are subject to payment terms of Net 30 days. The Contractor shall submit invoices to the State monthly. The Contractor shall only submit invoices for deliverables that have been approved by the State Program Manager. The Contractor shall submit each invoice along with the paid subcontractor invoice as supporting documentation for all reimbursed payments.

Payments and/or reimbursement for travel, lodging, training/registration and other approved expenses shall only be issued after all supporting documentation and receipts are received and accepted by the State. Invoices with such expenses shall be accompanied by a Travel and Expense Form, see Appendix I: Required Forms.

Invoices should reference this contract number, contain a unique invoice number, and current date of submission. Invoices should be submitted electronically with all other reports to:

Leah Korce, Grants Management Specialist  
Business Office, Contracting Unit  
Department of Vermont Health Access

[Leah.Korce@vermont.gov](mailto:Leah.Korce@vermont.gov)

5. Attachment C: By replacing in its entirety with the following approved version dated 9/1/2015:

**ATTACHMENT C: STANDARD STATE PROVISIONS  
FOR CONTRACTS AND GRANTS**

1. **Entire Agreement:** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
2. **Applicable Law:** This Agreement will be governed by the laws of the State of Vermont.
3. **Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.
4. **Appropriations:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
5. **No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
6. **Independence, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.  
  
The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.  
  
After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.  
  
The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.
7. **Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the contract, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations  
Products and Completed Operations  
Personal Injury Liability  
Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence  
\$1,000,000 General Aggregate  
\$1,000,000 Products/Completed Operations Aggregate  
\$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Professional Liability: Before commencing work on this Agreement and throughout the term of this Agreement, the Party shall procure and maintain professional liability insurance for any and all services performed under this Agreement, with minimum coverage of **\$1,000,000** per occurrence, and **\$1,000,000** aggregate.

- 8. Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.
- 9. Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

- 10. Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until

all litigation, claims or audit findings involving the records have been resolved.

- 11. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of Title 21V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.
- 12. Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.
- 13. Taxes Due to the State:**
- Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
  - Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
  - Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
  - Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.
- 14. Child Support:** (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:
- is not under any obligation to pay child support; or
  - is under such an obligation and is in good standing with respect to that obligation; or
  - has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.
- Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.
- 15. Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.
- 16. No Gifts or Gratuities:** Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.
- 17. Copies:** All written reports prepared under this Agreement will be printed using both sides of the paper.
- 18. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently

debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at:

<http://bgs.vermont.gov/purchasing/debarment>

19. **Certification Regarding Use of State Funds:** In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
20. **Internal Controls:** In the case that this Agreement is an award that is funded in whole or in part by Federal funds, in accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
21. **Mandatory Disclosures:** In the case that this Agreement is an award funded in whole or in part by Federal funds, in accordance with 2CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.
22. **Conflict of Interest:** Party must disclose in writing any potential conflict of interest in accordance with Uniform Guidance §200.112, Bulletin 5 Section X and Bulletin 3.5 Section IV.B.

*AHS - State of Vermont – Attachment C - 9-1-2015\_rev*

**6. Appendix I: By replacing in its entirety with the following revised version:**

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**Appendix I – REQUIRED FORMS**  
**Invoice – Contract/Grant Agreements**

<b>Contractor/ Grantee:</b>	
<b>Address:</b>	
<b>State:</b>	
<b>Zip Code:</b>	
<b>Invoice #:</b>	
<b>Date:</b>	
<b>Agreement #:</b>	

Contractor/Grantee Billing Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_

Signature: \_\_\_\_\_

Date (if applicable)	Description of Deliverables/Work Performed	Amount
<b>TOTAL:</b>		

Remittance Address:

Bill to:  
 Business Office  
 Department of Vermont Health Access  
 NOB 1 South, 280 State Drive  
 Waterbury, VT 05671



**Appendix I – REQUIRED FORMS**  
**Department of Vermont Health Access**  
**Subcontractor Compliance Form**

Date: \_\_\_\_\_

Original Contractor/Grantee Name: \_\_\_\_\_

Contract/Grant #: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Scope of Subcontracted Services: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Is any portion of the work being outsourced outside of the United States?

YES       NO  
(If yes, do not proceed)

All vendors under contract, grant, or agreement with the State of Vermont, are responsible for the performance and compliance of their subcontractors with the Standard State Terms and Conditions in Attachment C. This document certifies that the Vendor is aware of and in agreement with the State expectation and has confirmed the subcontractor is in full compliance (or has a compliance plan on file) in relation to the following:

- Subcontractor does not owe, is in good standing, or is in compliance with a plan for payment of any taxes due to the State of Vermont
- Subcontractor (if an individual) does not owe, is in good standing, or is in compliance with a plan for payment of Child Support due to the State of Vermont.
- Subcontractor is not on the State's disbarment list.

In accordance with State Standard Contract Provisions (Attachment C), the State may set off any sums which the subcontractor owes the State against any sums due the Vendor under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided in Attachment C.

\_\_\_\_\_  
Signature of Subcontractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Vendor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Received by DVHA Business Office

\_\_\_\_\_  
Date

**Required: Contractor cannot subcontract until this form has been returned to DVHA Contracts & Grants Unit**

**Appendix I – REQUIRED FORMS**  
**Travel and Expense Form**

Travel		Miles Expense				Other Expense (Receipts Required)					
Travel Dates	Name of Traveler	Description (Name of meeting, reason for travel, etc.)	Starting Address	Destination Address	Miles	Amount	Breakfast 8:00 AM - 9:00 AM	Lunch 9:00 AM - 12:00 PM	Driver 12:00 PM - 3:00 PM	Other 3:00 PM - 6:00 PM	Receipts Required for Expenses in Categories Listed Below
State rates effective 1/1/2016 = \$19/mile State rate effective 1/1/2016 = \$4/mile											
						\$ -					
						\$ -					
						\$ -					
						\$ -					
						\$ -					
						\$ -					
						\$ -					
						\$ -					
						\$ -					
<b>TOTAL</b>											

We the undersigned do hereby certify under that the reported information is accurate to the best of our knowledge and that all requests for services and expenses were incurred while performing work for the State of Vermont. The expenses I am requesting reimbursement for are in compliance with the State of Vermont Allowable Rates and Per Diems. **The State reserves the right to withhold payment if the State does not receive required documentation and receipts.**

Claimant's Signature \_\_\_\_\_ Date \_\_\_\_\_

Current State Reimbursement Rates: <http://humanresources.vermont.gov/compensation/expense-reimbursement>  
 Bulletin 3.4: [http://aoa.vermont.gov/sites/aoa/files/Bulletins/AAO-Bulletin3\\_4-June2014%2021.pdf](http://aoa.vermont.gov/sites/aoa/files/Bulletins/AAO-Bulletin3_4-June2014%2021.pdf)

This amendment consists of 11 pages. Except as modified by this amendment and any previous amendments, all provisions of this contract #29544 dated July 1, 2015 shall remain unchanged and in full force and effect.

**BY THE STATE OF VERMONT:**

**BY THE CONTRACTOR:**

\_\_\_\_\_  
STEVEN COSTANTINO, COMMISSIONER      DATE  
NOB 1 SOUTH, 280 STATE DRIVE  
WATERBURY, VT 05671  
PHONE: 802-879-5901  
EMAIL: [STEVEN.COSTANTINO@VERMONT.GOV](mailto:STEVEN.COSTANTINO@VERMONT.GOV)

\_\_\_\_\_  
LIZ DALLAS, EXECUTIVE DIRECTOR      DATE  
76 PEARL STREET, SUITE 204  
ESSEX JUNCTION, VT 05452  
PHONE: 802-654-8787  
EMAIL: [LIZD@COACHINGCENTEROFVT.COM](mailto:LIZD@COACHINGCENTEROFVT.COM)