

AMENDMENT

It is agreed between the State of Vermont, Department of Vermont Health Access (hereinafter called "State") and James Hester Jr. (hereinafter called "Contractor") with principal place of business at Burlington, VT, that the contract dated March 1, 2015 is to be amended July 1, 2016 as follows:

1. **By striking out on page 1, items #3 and #4, of the Base agreement and substituting in lieu thereof the following revised items #3 and #4:**

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 \$30,500.

4. **Contract Term.** The period of Contractor's performance shall begin on **March 1, 2015** and end on **June 30, 2017**.

2. **Attachment A: By striking out on page 6, Sections VII - X, and substituting in lieu thereof the following revised Sections VII – X:**

VII. The Contacts for this Award are as Follows:

	<u>State Fiscal Manager</u>	<u>State Program Manager</u>	<u>Contractor</u>
Name:	Karen Sinor	Georgia Maheras	James Hester
Phone #:	802-241-0252	802-505-5137	802-489-5745
E-mail:	karen.sinor@vermont.gov	georgia.maheras@vermont.gov	jimh66vt@gmail.com

VIII. 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:

	STATE REPRESENTATIVE	CONTRACTOR
Name	Office of General Counsel	James Hester
Address	NOB 1 South, 280 State Drive Waterbury, VT 05671	30 Lake Forest Drive Burlington, VT 05401
Email	AHS.DVHALegal@vermont.gov	Jim66vt@gmail.com

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.

IX. 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.

X. 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:

Karen Sinor, Contracts & Grants Administrator
Business Office, Contracting Unit
Department of Vermont Health Access
Karen.Sinor@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.

3. Attachment B: By striking items #1 and #5, and substituting in lieu thereof the following revised items #1 and #5:

**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. The following provisions specifying payments are:

1. This contract is funded by federal grants and is subject to federal approval by the Centers 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 \$30,500.
 - a. In October 2015, the State received federal approval for this contract for the time period of March 1, 2015 through December 2015 in the amount of \$17,000.00.
 - b. In December 2015, the State received federal approval for the time period January 1, 2016 - June 30, 2016, in the amount of \$3,500.
 - c. In Spring 2016, the State will seek federal approval for the time period of July 1, 2016-June 30, 2017 in the amount of \$10,000. Contractor may not begin work for that time period without written authorization from the State of Vermont. Approval for funding is contingent on CMMI authorization.

5. **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

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monthly. The State shall reimburse the Contractor for Subcontractor costs up to the total maximum amount of this agreement. The Contractor shall submit each invoice along with the paid subcontractor invoice as supporting documentation for all reimbursed payments. The State shall reimburse the Contractor for Subcontractor costs up to the total maximum amount of this agreement.

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:

Karen Sinor, Contracts & Grants Administrator
Business Office, Contracting Unit
Department of Vermont Health Access
karen.sinor@vermont.gov

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

(This space left intentionally blank)

Invoice – Contract/Grant Agreements

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

Contractor/Grantee Billing Contact: _____ Phone #: _____

Signature: _____

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

Remittance Address:

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

**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
Task Order: James Hester #28674

Task Order #

Start Date: MM/DD/YY

End Date: MM/DD/YY

Total Cost:

Scope of Work	Deliverable Description and Due Dates	Contract Provision Reference	Cost

Comments: _____

Contractor Representative	James Hester	
Approval Signature		Date
Attorney General	Michael Barber	
Approval Signature		Date
State Authorized Rep:	Heidi Klein	
Approval Signature		Date
DVHA Contract Administrator	Karen Sinor	
Approval Signature		Date

This amendment consists of 7 pages. Except as modified by this amendment and any previous amendments, all provisions of this contract #28674 dated March 1, 2015 shall remain unchanged and in full force and effect.

BY THE STATE OF VERMONT:

BY THE CONTRACTOR:

STEVEN COSTANTINO, COMMISSIONER DATE
DEPARTMENT OF VERMONT HEALTH ACCESS (DVHA)
NOB 1 SOUTH, 280 STATE DRIVE
WATERBURY, VT 05671
PHONE: 802-241-0147
EMAIL: STEVEN.COSTANTINO@VERMONT.GOV

JAMES HESTER, JR. CONSULTANT DATE
30 LAKE FOREST DRIVE
BURLINGTON VT 05401
PHONE: 802-489-5745
EMAIL: JIMH66VT@GMAIL.COM