

**AMENDMENT**

It is agreed by and between the State of Vermont, Department of Vermont Health Access (hereafter called the "State") and the Greater Burlington YMCA (hereafter called the "Subrecipient") that the grant on the subject of disseminating the YMCA Diabetes Prevention Program (YMCA DPP) throughout Vermont, effective November 1, 2012 is hereby amended effective August 20, 2014 as follows:

- 1. By deleting Section 3 (Maximum Amount) on page 1 of 23 of Amendment 1, and substituting in lieu thereof the following Section 3:**

**3. Maximum Amount:** In consideration of services to be performed by the Grantee, the State agrees to pay the Grantee, per payment provisions specified in Attachment B, a sum not to exceed \$313,515.00.

- 2. By deleting on page 1 of 23 of Amendment 1, Section 4 (Grant Term) and substituting in lieu thereof the following Section 4:**

**4. Grant Term:** The effective date of this Grant Agreement shall be November 1, 2012 and end on September 30, 2015.

- 3. By deleting on page 1 of 22 of the base agreement, Section 5 (Source of Funds) and substituting in lieu thereof the following Section 5:**

**5. Source of Funds:** Federal \$          State \$          Other - GC \$313,515.00

- 4. By deleting on page 1 of 23 of Amendment 1, Section 9 (Contact Persons for this Award) and substituting in lieu thereof the following Section 9:**

	<u>State Fiscal Manager</u>	<u>State Program Manager</u>	<u>For the Grantee</u>
Name:	Natalie Elvidge	Jenney Samuelson	Ryan Torres
Phone #:	802-879-7956	802-872-7532	802-652-8145
E-mail:	Natalie.Elvidge@state.vt.us	Jenney.Samuelson@state.vt.us	RTorres@gbymca.org

- 5. By adding on page 1 of 23 of Amendment 1, ATTACHMENT A (Scope of Work to be Performed), specific to the period August 1, 2014 to October 31, 2015:**

**ATTACHMENT A  
SCOPE OF WORK TO BE PERFORMED**

- 1. Overview of Statewide Self-management Program Support Activities**

The Blueprint for Health, through a network of regional coordinators in 14 Health Service Areas (HSAs) around the state, supports the implementation of six (6) group self-management programs, including:

- The Stanford Chronic Disease, Chronic Pain, and Diabetes Self-management Programs
- Copeland Center Wellness Recovery Action Planning
- YMCA Diabetes Prevention Program
- In-person tobacco cessation (in collaboration with the Vermont Department of Health)

These programs are intended to empower participants to take an active role in their own health and wellness. In order to ensure the success of these programs, the Blueprint will work with the Grantee to provide support for the network of regional coordinators with four (4) primary areas of focus:

- Provide support, coaching, and training for regional coordinators
- Support successful marketing
- Provide training for workshop faculty
- Promote data collection and perform program evaluation

## **2. Target Outcomes**

The self-management programs are group interventions designed to foster peer interactions. These interactions are integral to achieving the overall program goals to improve the health of the participants, reduce utilization of unnecessary health services, and improve individuals' overall experience with the healthcare system. The Blueprint has thus established targeted attendance goals, which the Grantee will assist the HSAs in achieving.

- Each HSA hosts ten (10) successful workshops per grant year.
- HLWs, YMCA DPP, WRAP workshops:
  - Start with at least ten (10) registrants
  - Each HSA has an average retention rate of registrants to completers of at least 75%
- Tobacco workshops:
  - All HSAs host at least four (4) tobacco workshops annually
  - All tobacco workshops have at least 5 registrants and 3 completers
  - All HSAs have at least 30 people complete tobacco cessation workshops annually
- Less than one percent (1%) of workshops are cancelled in each HSA

There are 14 HSAs in Vermont, and each has one to two Regional Coordinators who are responsible for implementing six (6) self-management programs. The Grantee shall coach the Regional Coordinators in approaches to maintain or improve performance to achieve the target outcomes in Section 2 Target Outcomes and to support collaborative learning between HSAs aimed at furthering understanding and implementation of best practices.

### **Task 1: Provide Support, Coaching, and Training for Regional Coordinators**

#### **a. Regional Coordinator Meetings**

The Grantee shall ensure that the Regional Coordinators receive the training and have the materials they need by:

1. Providing the Regional Coordinators with consistent access to a State-level Self-Management Coordinator (1.0 FTE)
2. Hosting regular regional coordinator meetings to include:
  - a. Designing and implementing an assessment to determine the training and supports needed by the Regional Coordinators to improve patient outcomes and achieve the target outcomes outlined in Section 2 Target Outcomes
  - b. Quarterly in-person meetings based on a schedule approved by the State beginning in September 2014
  - c. Monthly conference calls (in months without in-person meetings)
  - d. Four (4) Webinars throughout the year for skills development
3. Develop methods to highlight and share successful implementation strategies

**b. Regional Coordinator Coaching**

The Grantee shall monitor the progress of individual HSAs toward defined self-management program goals and shall provide individualized coaching for each HSA to include:

1. Assessing training needs of Regional Coordinators and plan 2015 meeting calendar by August 31st, 2014. This calendar shall be reported and approved by the, and distributed statewide to the Regional Coordinators.
2. Ongoing monthly phone calls and two (2) in-person meetings with each Regional Coordinator throughout the year to review HSA self-management program outcomes and coaching plans
3. Developing an individualized coaching plan, including HSA-specific goals and objectives, that are aimed at achieving the targeted outcomes outlined in Attachment A Section 2 Targeted Outcomes by December 31, 2014, including:
  - a. Numbers of:
    - i. Workshops
    - ii. Completers
    - iii. Drop outs
  - b. Geographic distribution
  - c. Demographics
  - d. Quality of data entry on participants in the State's self-management program tracking system
  - e. In HSAs that did not achieve minimum expectations in Grant Year 2014, the individual coaching plans shall include identified improvement projects. Improvement projects should occur on an on-going basis and concurrently. Each underperforming HSAs should engage in improvement projects throughout the grant period starting in the first quarter and extending through the end of the year or until performance reaches expected levels of participation as outlined in the goals of their individual coaching plans. It is expected that some improvement projects may not achieve the intended outcome. It is important that, regardless of the outcome, it be documented and, if instructive, shared with the other Regional Coordinators to promote group learning. Possible improvement project examples include:

- i. Trying a new marketing strategy, like panel management
  - ii. Working with a community partner to host a workshop in a new location, such as a meals site
  - iii. Training staff from within hospital departments or community agencies so they may offer culturally competent workshops to their current clients or patients
  - iv. Offering a unique incentive related to the type of workshop, such as a membership to a CHT-hosted walking group.
4. Report on and review of the HSA- and State-level program outcomes with each Regional Coordinator monthly and with the Regional Coordinator group as a whole at quarterly meetings, including, but not limited to: number of workshops; number and percent of completers; demographics of participants, such as gender, age, race and insurance; and reports indicating the quality of the data entered into the self-management program tracking system designated by the State.
  5. Developing an ongoing peer-to-peer coaching network, including assigning peer mentors as necessary

**c. Regional Coordinator Support Materials**

The Grantee shall ensure that the Regional Coordinators are informed of the self-management program goals and procedures as designated by the State and licensors. The Grantee shall work toward as much consistency as possible across programs. Materials developed shall include directions on implementing best practices, such as methods for marketing and recruitment, timelines of the steps to implement each workshop, and how to use peer ambassadors. To accomplish this goal, the Grantee shall:

1. Review and update support materials for all programs
2. Enhance current materials to create a single Regional Coordinator Manual
3. Distribute the State-approved Regional Coordinator Manual in hard copy and electronic formats to all HSAs by September 30, 2014

**Task 1 Deliverables:**

Due Date	Deliverable
August 31, 2014	2015 Regional Coordinator meeting calendar
September 30, 2014	Regional Coordinator have an updated manual
October to November 2014	In- person one-on-one meetings, one per HSA
December 31, 2014	Coaching plan for each HSA (14 total)
April to May 2015	In person one-on-one, one per HSA
Ongoing	One-on-one coaching calls and check-ins
Ongoing	Documented improvement projects
Quarterly	Regional Coordinator in-person meeting
Monthly when no in-person meeting	Regional Coordinator conference call

## **Task 2: Promote Successful Marketing**

In order to achieve enrollment goals, the Regional Coordinators must implement effective marketing and enrollment processes. Registrants should fully understand the intent of the programs and the format of the curriculum. The Grantee shall develop tools and materials that will assist in informing community members about the programs and recruiting them to enroll and participant.

### **a. Marketing Plan**

The Grantee shall work with the HSAs to implement a multi-faceted marketing effort. Steps in developing a statewide marketing plan include:

1. Provide an assessment of current marketing materials, including:
  - a. Review of the existing materials from the State, HSA, and national partners
  - b. Identification of current marketing strategies from the State, HSA, and national partners
  - c. Identification of current targeted outreach by insurers, the State, and national partners, including the licensors and National Council on Aging
  - d. Solicit consumer and State feedback on marketing
2. Prepare recommendations for review by the State, consumers, and Regional Coordinators
3. Develop and submit a marketing plan to the State by December 31, 2014. Marketing plan shall include tangible strategies to foster local partnerships in each market, distribution of high-quality, consumer-friendly print materials, ongoing low-cost marketing strategies to promote individual HSAs as health resources and to highlight each program area, links to health partners, and distribution of materials/content through partner websites and other communication platforms. Marketing strategies, may include, but are not limited to social media, video, supplied content for columns and blogs, a digital advertising campaign, and other low-cost effective outreach tools like traditional advertising media, publicity, special event suggestions, and website enhancements.
4. Host a media press event in January 2015
5. Create and distribute marketing support materials to the Regional Coordinators and statewide partners, such as the State Employee Wellness Program, Area Agencies on Aging, Department of Health District Offices, insurers, and employer groups. Materials will be:
  - a. Branded to align with a recognizable statewide look and voice and will include customization options for each HSA
  - b. Supplied to Regional Coordinators in print, digitally, and on a flash drive
6. Define written talking points for self-management programs overall and each individual program for staff of the Grantee and Regional Coordinators
7. Identify ongoing opportunities for local and national speaking engagements, from local rotary clubs to the YMCA National Expo. to the National Council on Aging Annual Conference
8. Include self-management program marketing in Grantee's existing marketing materials
9. Gather and distribute success stories of participants to be used in marketing materials

**b. Website**

The Grantee shall create the MyHealthyVermont.org website that shall have a landing page geared towards the consumer, by November 30, 2014, with the following information:

1. Program descriptions
2. Program Calendars
3. Online interest
4. Links to resources and information

**c. Increase Program Participation and Form New Partnerships**

The Grantee shall work with the Blueprint staff and Regional Coordinators to strategize about increasing participation in programs and attracting and developing new partnerships. The Grantee shall reach out to statewide organizations that administer self-management programs, including the Department of Aging and Independent Living (DAIL), the Vermont Worksite Wellness Coalition, Vermont Department of Health and the State Employees Wellness Program.

The Grantee shall also work to expand relationships outside of existing Blueprint culture with the goal of bringing the program to locations where people are already going. New partners could include businesses, schools, parks and recreation departments, and food shelves. The Grantee shall also evaluate potential partnerships that might add value to the existing work, such as offering program participants access to shares for community supported agriculture programs, developing fruit and vegetable prescriptions, or partnering with organizations to help provide public transportation to the programs.

**Task 2 Deliverables:**

<b>Due Date</b>	<b>Deliverable</b>
September 30, 2014	Online interest form for YMCA Diabetes Prevention Program Pilot
May 30, 2015 2015	New partnerships with four or more organizations
October 31, 2014	List of strategies vetted by existing partners aimed at increasing participation
November 30, 2014	Existing YMCA Diabetes Prevention Program website includes other self-management programs. MyHealthyVermont.org
November 30, 2014	Online interest form for all programs
December 31, 2014	Marketing plan submitted for approval to the State
January 30, 2015	Media press event

**Task 3: Provide Training for Workshop Faculty**

The Grantee shall ensure that every HSA has self-management program leaders and facilitators to meet the workshop demands, which include monitoring and/or providing training, refreshers, and audits. The Grantee shall:

1. Develop a training calendar for the year
2. Offer one to two (1-2) refreshers and trainings for each program annually
3. Maintain a database in a format designated by the State of leaders/facilitators to monitor training and refresher requirements and audits
4. Provide reports to Regional Coordinators every six (6) months on the status of their leaders' training, refreshers, and audits. The Grantee shall indicate in the report when leaders are due or past due on training, audits, and refreshers, who is current, and who has lost their credential to lead a workshop.
5. Meet with the Blueprint senior leadership staff to understand existing auditing and evaluation protocols for each program to develop strategy/schedule for the year.

**Task 3 Deliverables:**

Due Date	Deliverable
August 31, 2014	Facilitator training and refresher calendar
On-going	Trainings as outlined in approved calendar
September 30, 2014, March 2015, and September 2015	Regional Coordinators have a list of leaders due for refreshers and audits

**Task 4: Promote Data Collection and Perform Program Evaluation**

On an ongoing basis, the Grantee shall participate with the Blueprint to:

1. Update and refresh data collection methodology and document procedures in the Regional Coordinator Manual
2. Work with the statewide clinical registry vendor and the Blueprint to design meaningful reports from the clinical registry
3. Automate workshop IDs and forms
4. As part of the monthly check-ins with the Regional Coordinators (Task 1), the Grantee shall generate reports to help review data quality issues, provide training on accurate data entry, if needed, and discuss program benchmarks.

**Timeline:**

Due Date	Deliverable	Task Number
August 31, 2014	2015 Regional Coordinator meeting calendar	1
August 31, 2014	Facilitator training and refresher calendar	3
September 30, 2014	Online interest form for YMCA Diabetes Prevention Program pilot	2
September 30, 2014	Regional Coordinators have a list of leaders due for refreshers and audits	3

September 30, 2014	Regional Coordinator have an updated manual	1
October 31, 2014	List of strategies vetted by existing partners aimed at increasing participation	2
November 30, 2014	In- person one-on-one meetings, one per HSA	1
November 30, 2014	Existing YMCA Diabetes Prevention Program website includes other self-management programs. MyHealthyVermont.org	2
November 30, 2014	Online interest form for all programs	2
December 31, 2014	Coaching plan for each HSA (14 total)	1
December 31, 2014	Marketing plan submitted for approval to the State	2
January 30, 2015	Media press event	2
March 31, 2015	Regional Coordinators have a list of leaders due for refreshers and audits	3
May 30, 2015	New partnerships with four or more organizations.	2
May 30, 2015	In person one-on-one, one per HSA	1
September 30, 2015	Regional Coordinators have a list of leaders due for refreshers and audits	3
Monthly	Regional Coordinator conference call	1
Ongoing	Documented improvement projects with	1
Ongoing	Trainings as outlined in approved calendar	3
Ongoing	One-on-one coaching calls and check-ins	1
Quarterly	Regional Coordinator in-person meeting	1

**6. By deleting on pages 4 of 23 of Amendment 1, Attachment B (Payment Provisions) and substituting in lieu thereof the following Attachment B:**

**ATTACHMENT B  
 PAYMENT PROVISIONS**

The maximum dollar amount payable under this agreement is not intended as any form of a guaranteed amount. The Subrecipient 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 receipt of invoice; payments against this grant will comply with the State’s payment terms. The payment schedule for delivered products, rates for services performed, and any additional reimbursements are included in this attachment. The following provisions specifying payments are:

**Program Coordination:** The community based self-management budget supports the salaries and benefits of all staff, supplies, and all other expenses necessary to complete the grant deliverables. The Grantee shall invoice the State monthly up to the sum of \$13,000.

**Registrant Milestones:** The annual enrollment minimum for the self-management programs is 1,200 people. The Grantee may invoice the State for milestone payments of \$1,250 when they

reach: 300 registrants; 600 registrants; 900 registrants; and more than 1,200 registrants for a total not to exceed \$5,000 over the grant year. A registrant is an individual who expresses intent to participate in and enrolls in a workshop.

Milestone payments will be withheld until attendance data is submitted to the State.

**Completer Milestone:** For any YMCA DPP hosted directly by the Grantee, they shall be paid \$200 per participant who completes 9 or more sessions. Each YMCA DPP shall enroll at least 10 registrants to be eligible for payment. Completer payments for the YMCA DPP will only be issued after all required data and paperwork for a workshop is received by the State after the 16<sup>th</sup> session of a workshop.

**Program Milestones:** The Grantee shall invoice up to \$8,000 for the completion of any combination of the following milestones during the grant period:

Amount	Milestone
\$1,000	Submission and approval of a marketing plan
\$500	Self-management Regional Coordinator Manual updated, approved, and distributed
\$500	Completion of an improvement project identified in a local coaching plan from an HSA who did not meet performance expectations in HSA grant year 2014
\$500	Media event (limit 2 during grant period)
\$500	Deployment and approval of the MyHealthyVermont.org website
\$500	Facilitator training or refresher hosted with at least 10 participants (limit 4 per grant period)
\$500	Facilitator training, audit, and refresher report distributed to Regional Coordinators (limit 2 per grant period)

**Data Collection:** The Grantee shall invoice the State \$48 for each YMCA Diabetes Prevention Program registrant who is both entered into the Mynetico data collection system and for whom the State has received registration information in the format designated by the State.

**Travel and Staff Development:** The Grantee shall invoice the State monthly for actual expenses incurred for:

- a) In-state travel required to complete the Scope of Work in Attachment A
- b) Travel and training expenses pre-approved by the State for the professional development of staff assigned to project

**Meetings and Trainings:** The Grantee shall invoice the State monthly for actual expenses incurred to host Regional Coordinator meetings and facilitator trainings and refreshers as outlined in the meeting and training schedule approved by the State.

**Communication and Marketing:** The Grantee shall invoice the State monthly for actual expenses incurred for communication and marketing strategies as outlined in the marketing plan approved by the State.

**Invoicing and Financial Reports:** The Grantee will invoice the State using an approved invoice form monthly, on or before the 15<sup>th</sup>, for expenses incurred during the prior month. All documentation/reporting for activities completed during the month for which an invoice is presented are due with or prior to the invoice. A final financial report will be due no later than 30 days after the end date of the grant. The final financial report will report actual approved expenditures against payments received.

**Limitation on Travel Expenses:** All travel claims will be reimbursed at the State required per diems and limits as outlined in Bulletin 3.4 ([http://aoa.vermont.gov/sites/aoa/files/pdf/AOA-Bulletin\\_3\\_4.pdf](http://aoa.vermont.gov/sites/aoa/files/pdf/AOA-Bulletin_3_4.pdf)). Please refer to the Expense Reimbursement Rates page located at: [http://humanresources.vermont.gov/benefits/compensation/expense\\_reimbursement\\_rates](http://humanresources.vermont.gov/benefits/compensation/expense_reimbursement_rates)

**Line Item Maximum:** The Grantee will be paid up to the maximum amount allocated for each budget line item contained in the included budget. If both parties agree, up to 10% of the monies for any given line item can be moved via Administrative Letter to another line item to adjust for underspend and overspend situations.

Unless otherwise specified, each line item of this budget covers all expenses needed to meet the deliverables as outlined in the grant agreement, including: personnel salaries and benefits; supplies; equipment; overhead; marketing; travel; and community self-management program leader training, auditing, and stipends,.

**Invoices:** All reports and documentation related to this grant should be submitted in electronic format. Each invoice must include a unique invoice number, grant number, dates of service, and subdivided invoicing based on budget line:

Natalie Elvidge  
[Natalie.Elvidge@state.vt.us](mailto:Natalie.Elvidge@state.vt.us)

Jenney Samuelson  
[Jenney.Samuelson@state.vt.us](mailto:Jenney.Samuelson@state.vt.us)

An electronic copy of all reports should be sent to:

Jenney Samuelson  
[Jenney.Samuelson@state.vt.us](mailto:Jenney.Samuelson@state.vt.us)

The State reserves the right to withhold part or all of the grant funds if the State does not receive timely documentation of the successful completion of grant deliverables.

**Approved Budget for November 1, 2013 to July 31, 2014:**

Program Coordination	\$38,250
Milestone Payment	\$3,750
Mynetico	\$2,557
Completers Payment	\$4,400

Travel, Training, and Marketing	\$1,078
<b>Total</b>	<b>\$50,035</b>

**Approved Budget for August 1, 2014 to September 30, 2015:**

Program Management	\$182,000
Registrant Milestone Payment	\$5,000
YMCA DPP Completers Milestone Payment	\$8,000
Program Milestones	\$8,000
Travel and Staff Development	\$9,600
Meeting Expenses	\$5,300
Communication and Marketing	\$35,500
Mynetico	\$10,080
<b>Total</b>	<b>\$263,480</b>

7. By replacing Attachment C, Customary Provisions for Contracts and Grants (revised 11/7/12) beginning on page 8 of 23 of the Amendment 1 with Attachment C, Customary Provisions for Contracts and Grants (revised 6/9/14) which is an attachment of this amendment beginning on page 12.

This amendment consists of 15 pages. Except as modified by this amendment and any previous amendments, all provisions of this grant, (#03410-1100-13) dated October 31, 2012 shall remain unchanged and in full force and effect.

**STATE OF VERMONT**  
**DEPARTMENT OF VERMONT HEALTH ACCESS**

**GRANTEE**  
**THE GREATER BURLINGTON YMCA**

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MARK LARSON, COMMISSIONER                      DATE  
312 Hurricane Lane, Suite 201  
Williston, VT 05495-2087  
Phone: 802-879-5901  
Email: [Mark.Larson@state.vt.us](mailto:Mark.Larson@state.vt.us)

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MARY BURNS, CEO                                      DATE  
266 College Street  
Burlington, VT 05401  
Phone: 802-862-9622  
Email: [MBurns@gbymca.org](mailto:MBurns@gbymca.org)

ATTACHMENT C  
CUSTOMARY 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 appropriations are insufficient to support this Agreement, the State may cancel on a date agreed to by the parties or upon the expiration or reduction of existing appropriation authority. In the case that this Agreement is funded in whole or in part by federal or other non-State funds, and in the event those funds become unavailable or reduced, the State may suspend or cancel this Agreement immediately, and the State shall have no obligation to fund this Agreement 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. The Party shall notify its insurance company and the State within 10 days of receiving any claim for damages, notice of claims, pre-claims, or service of judgments or claims, for any act or omissions in the performance of this Agreement.

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 coverage is 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 coverage 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 Agreement, 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 will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of the Agreement and for three years thereafter 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. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement.

**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:**

- a. 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.
- b. 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.
- c. 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.
- d. 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:

- a. is not under any obligation to pay child support; or
- b. is under such an obligation and is in good standing with respect to that obligation; or
- c. 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 his Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

Notwithstanding the foregoing, the State agrees that the Party may assign this agreement, including all of the Party's rights and obligations hereunder, to any successor in interest to the Party arising out of the sale of or reorganization of the Party.

**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.