

**STATE OF VERMONT GRANT AGREEMENT** **Part 1-Grant Award Detail**

**SECTION I - GENERAL GRANT INFORMATION**

<sup>1</sup> Grant #: 03410-1560-16		<sup>2</sup> Original <input type="checkbox"/>	Amendment # <input type="checkbox"/> 1
<sup>3</sup> Grant Title: To disseminate the Blueprint Sponsored Self-management Programs throughout Vermont			
<sup>4</sup> Amount Previously Awarded: \$192,504.00	<sup>5</sup> Amount Awarded This Action: \$219,276.00	<sup>6</sup> Total Award Amount: \$411,780.00	
<sup>7</sup> Award Start Date: 10/01/2015	<sup>8</sup> Award End Date: 09/30/2017	<sup>9</sup> Subrecipient Award: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
<sup>10</sup> Vendor #: 43353	<sup>11</sup> Grantee Name: The GREATER BURLINGTON YMCA		
<sup>12</sup> Grantee Address: 266 College Street			
<sup>13</sup> City: Burlington	<sup>14</sup> State: VT	<sup>15</sup> Zip Code: 05401	
<sup>16</sup> State Granting Agency: Department of Vermont Health Access		<sup>17</sup> Business Unit: 03410	
<sup>18</sup> Performance Measures: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	<sup>19</sup> Match/In-Kind: Description:		
<sup>20</sup> If this action is an amendment, the following is amended: Amount: <input checked="" type="checkbox"/> Funding Allocation: <input checked="" type="checkbox"/> Performance Period: <input checked="" type="checkbox"/> Scope of Work: <input checked="" type="checkbox"/> Other: <input type="checkbox"/>			

**SECTION II - SUBRECIPIENT AWARD INFORMATION**

<sup>21</sup> Grantee DUNS #: 060525276	<sup>22</sup> Indirect Rate: % <small>(Approved rate or de minimis 10%)</small>	<sup>23</sup> FFATA: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
<sup>24</sup> Grantee Fiscal Year End Month (MM format): 12		<sup>25</sup> R&D: <input type="checkbox"/>
<sup>26</sup> DUNS Registered Name (if different than VISION Vendor Name in Box 11): Greater Burlington Young Men's Christian Association, Inc.		

**SECTION III - FUNDING ALLOCATION**

STATE FUNDS				
Fund Type	<sup>27</sup> Awarded Previously	<sup>28</sup> Award This Action	<sup>29</sup> Cumulative Award	<sup>30</sup> Special & Other Fund Descriptions
General Fund			\$0.00	
Special Fund			\$0.00	
Global Commitment (non-subrecipient funds)	\$192,504.00	\$219,276.00	\$411,780.00	
Other State Funds			\$0.00	

**FEDERAL FUNDS**  
*(includes subrecipient Global Commitment funds)*

<sup>31</sup> CFDA#	<sup>32</sup> Program Title	<sup>33</sup> Awarded Previously	<sup>34</sup> Award This Action	<sup>35</sup> Cumulative Award	Required Federal Award Information		
					<sup>36</sup> FAIN	<sup>37</sup> Fed Award Date	<sup>38</sup> Total Federal Award
				\$0.00			
<sup>39</sup> Federal Awarding Agency:		<sup>40</sup> Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
<b>Total Awarded - All Funds</b>		\$192,504.00	\$219,276.00	\$411,780.00			

**SECTION IV - CONTACT INFORMATION**

<sup>41</sup> STATE GRANTING AGENCY	<sup>42</sup> GRANTEE
NAME: Jenney Samuelson	NAME: Kyle Dodson
TITLE: Blueprint Assistant Director	TITLE: CEO
PHONE: (802) 241-0262	PHONE: (802) 862-9622
EMAIL: Jenney.Samuelson@vermont.gov	EMAIL: kdodson@gbymca.org

## 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 "Grantee") that the grant on the subject of disseminating the Blueprint Sponsored Self-Management Programs throughout Vermont, effective October 1, 2015, is hereby amended effective October 1, 2016 as follows:

**1. By deleting Section 3 (Maximum Amount) on page 2 of 35 of the base agreement, substituting in lieu thereof the following Section 3:**

3. **Maximum Amount:** In consideration of services to be performed by the Contractor, the State agrees to pay the Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed **\$411,780.00** (total maximum of agreement).

For the period of October 1, 2015 through June 30, 2016, the State agrees to pay the Contractor a sum not to exceed **\$144,354.00**.

For the period of July 1, 2016 through September 30, 2016, the State agrees to pay the Contractor a sum not to exceed **\$48,150.00**.

For the period of October 1, 2016 through June 30, 2017, the State agrees to pay the Contractor a sum not to exceed **\$164,497.00**.

For the period of July 1, 2017 through September 30, 2017, the State agrees to pay the Contractor a sum not to exceed **\$54,779.00**.

Work performed between October 1, 2016 (retroactive date) and the signing or execution of this Amendment #1 that is in conformity with Attachment A may be billed under this agreement. Contractor agrees that in exchange for the consideration of the option to bill for services performed, all terms and conditions described in this agreement shall apply to any and all services performed for or on behalf of the State. Contractor agrees that by submitting invoices, bills, or otherwise seeking compensation for services performed prior to the finalization of this agreement or signing of this agreement, contractor is agreeing to the application of all terms of this contract to that period and to that work. Contractor further agrees to defend, indemnify, and hold the State harmless for any claim, dispute, non-contractual cost or charge, or any liability whatsoever, whether in law, equity, or otherwise, which arises from or is connected to the work performed prior to the execution of this agreement. Contractor further agrees that these terms apply regardless of whether the work is accepted by the State, and regardless of whether payment is issued by the State to the Contractor for the work in question.

**2. By deleting Section 5 (Agreement Term) on page 2 of 35, of the base agreement, and substituting in lieu thereof the following Section 5:**

4. **Agreement Term:** The effective date of this agreement shall be October 1, 2015 and end on September 30, 2017.

**By deleting on pages 5 of 35, Attachment A (Scope of Work to be Performed) and substituting in lieu thereof, Attachment A, which is included as part of this amendment starting on page 3.**

## 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:

- Healthier Living Workshop (HLW) Chronic Disease, Chronic Pain, and Diabetes self-management programs
- Copeland Center Wellness Recovery Action Planning (WRAP)
- YMCA Diabetes Prevention Program (YDPP)
- Vermont Quit Partners Freshstart tobacco cessation in-person workshops (in collaboration with the Vermont Department of Health (VDH))

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 Contractor 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

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 Contractor shall coach the Regional Coordinators in approaches to maintain or improve performance to achieve the target outcomes (below) and to support collaborative learning between HSAs aimed at furthering understanding and implementation of best practices.

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 goals for the workshops, which the Contractor will assist the HSAs in achieving by creating data dashboards every four (4) weeks.

- Each HSA hosts twenty (20) workshops per grant year or another target number as set forth in their agreement
- Each HSA has an average percent of participants who complete workshops of at least 75%
- For each workshop session, an average of 60% of the registrants attend (attendance rate)
- Less than twenty percent (20%) of workshops are cancelled in each HSA
- Less than 10% of registrants attend 0 sessions of a workshop (no show rate)
- HLWs, YMCA DPP, WRAP workshops:
  - Start with at least ten (10) registrants

- Average of eight (8) attendees per workshop session
- Tobacco workshops:
  - All HSAs host at least twelve (12) tobacco workshops annually
  - Average of three (3) attendees per workshop session
  - Average wait time from registration to workshop attendance is less than 2 weeks

The Contractor will add measures to the data dashboard upon request by the State.

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

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

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

1. Providing the State with executive-level leadership support.
2. Providing the Regional Coordinators with consistent access to a State-level Self-Management Coordinator (1.0 FTE) and Data and Quality Coordinator (1.0 FTE).
3. Researching best practices for successfully implementing the identified self-management programs. The research will include:
  - a. Reviewing published journal articles
  - b. Reaching out and soliciting support from organizations that provide technical assistance and support to other States, for example, the National Council on Aging, Stanford University, Centers for Disease Control and Prevention, and the national YMCA
  - c. Identifying and contacting states or organizations implementing the programs in other regions
  - d. Working with HSAs to pilot and measure outcomes for novel implementation strategies.
4. Assembling the research in electronic documents that highlight the best practice strategies, for example:
  - a. Creating a list of national experts, including their name, email, address, phone number and area of expertise
  - b. Developing an annotated bibliography of research articles
  - c. Creating an electronic folder of marketing materials from other regions and getting consent to use these materials in Vermont
  - d. Developing case studies on projects that have worked
  - e. Writing instructions on how to implement each strategy including a step-by-step guide, tools, and measures of success
  - f. Creating a list of interventions and best practices.
5. Goals and progress on researching best practices shall be reported in monthly report. Materials accumulated during this research process for the purpose of providing technical assistance to the local communities shall be organized and posted on an electronic platform designated by the State.
6. Hosting regular regional coordinator meetings to include:
  - a. Using the research on best practices to design and implement training for the regional coordinators and local community teams with a focus on improving the target outcomes outlined in Section 2 Target Outcomes. The training will follow the principle of the Institute for Health Care Improvements (IHI) model for quality improvement and learning collaboratives.

- b. Every other month in-person meetings or on a schedule determined by the State. The Contractor shall provide the proposed schedule to the State by October 1, 2016 for the following 12-month period, which is subject to approval by the State. The Contractor shall distribute the list of scheduled in-person meetings for the year to the Regional Coordinators.
- c. Every other month conference calls/webinars throughout the year in months without in-person meetings. The Contractor shall distribute the list of scheduled conference calls/webinars for the year to the Regional Coordinators.

**b. Regional Coordinator Coaching**

The Contractor 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 planning curricula to meet those needs at in-person Regional Coordinator meetings.
2. Ongoing monthly phone calls and at least two (2) in-person meetings with each Regional Coordinator throughout the year to review HSA self-management program implementation plans, outcomes, and coaching plans, unless an alternate schedule is approved by the State and documented in the coaching plan. The Regional Coordinator and the Contractor will jointly create and agree upon goals and objectives of the coaching plans.
3. In collaboration with each Regional Coordinator, the Contractor will jointly develop an individualized coaching plan, to be approved by the State, to include HSA-specific goals and objectives aimed at achieving the targeted outcomes outlined in Attachment A Section 2 Targeted Outcomes of this agreement by October 1, 2016 for the subsequent 12-month period, including, at the State level and by HSA:
  - a. Numbers of:
    - i. Total workshops offered
    - ii. Workshops offered by type
    - iii. Workshops hosted in partnership
  - b. Average of:
    - i. Wait time from registration to workshop attendance
    - ii. Attendees per session
    - iii. Weekly physical activity for YDPP participants
  - c. Percentage of:
    - i. Workshops cancelled
    - ii. No shows (registrants who did not attend a single session)
    - iii. Participants who complete
    - iv. Tobacco cessation completers who quit by end of workshop
    - v. Tobacco cessation completers who are tobacco-free 6 months' post-workshop
    - vi. Tobacco cessation completers who are tobacco-free 12 months' post-workshop
    - vii. Weight loss at 12 months' post-workshop for YDPP completers
    - viii. Completed food trackers for YDPP participants
  - d. Geographic distribution of workshops offered within the HSA

- e. Demographics of participants, such as gender, age, race, and insurance (contingent upon State providing a secure tracking system)
  - f. Quality of data entry on participants in the State's self-management program tracking system
  - g. Individualized coaching plans shall include identified improvement projects. Improvement projects shall occur on an on-going basis and concurrently. Each HSA shall engage in improvement projects throughout the grant period starting in the first quarter and extending through the end of the year as outlined in the goals of their individualized coaching plans. While some improvement projects may not achieve the intended outcome, the Contractor shall document the actual outcome and, if instructive, share the project and outcome 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 meal site
    - iii. Training staff from within hospital departments or community agencies on how 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 in-person meetings, including reports indicating the quality of the data entered into the self-management program tracking system designated by the State.
  5. Develop an ongoing peer-to-peer coaching network, including assigning peer mentors as necessary.

**c. Regional Coordinator Support Materials**

The Contractor shall ensure that the Regional Coordinators are informed of the self-management program goals and procedures as designated by the State and licensors. The Contractor 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 Contractor shall:

1. Review and update support materials for all programs
2. Update the Regional Coordinator Manual
3. Annually distribute updates to the State-approved Regional Coordinator Manual in hard copy and electronic formats to all HSAs by November 1, 2016

**d. Internal Controls**

The Contractor will work to assess the performance of their staff and will identify the skills and abilities they need to enhance in order to support the Regional Coordinators in the most efficient way. The senior leader assigned to the project will either survey or interview the local teams. Based on the information gathered, the Contractor will develop performance improvement goals and projects to enhance outcomes and will build these professional development goals into staff performance appraisals.

**Task 1 Deliverables:**

Due Date	Deliverable
October 1	Regional Coordinator group in-person and phone/webinar meeting calendar for the upcoming year
October to December	In-person one-on-one meetings, one per HSA
October 1, monthly	Individualized coaching plan for each HSA (14 total)
November 1, monthly	Internal control performance improvement data and goals submitted, progress reported monthly
November 1	Regional Coordinators have an updated manual
April to May	In person one-on-one meetings, one per HSA
Monthly or on a schedule approved by the State and documented in the coaching plan	One-on-one coaching calls and check-ins
October, monthly	Documented improvement projects, updates
Monthly when no in-person meeting	Regional Coordinator conference call
Every other month or as designated by the State	Regional Coordinator in-person meetings

**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 Contractor shall develop tools and materials that will assist in informing community members about the programs and recruiting them to enroll and participate.

**a. Marketing Plan**

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

1. Work with marketing contractor, if applicable, and the Vermont Department of Health (VDH) to maintain a marketing plan and submit it quarterly with program outcomes data. The 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 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.

2. 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
3. Define written talking points for self-management programs overall and each individual program for Regional Coordinators and Contractor staff
4. Identify ongoing opportunities for local and national speaking engagements, such as local rotary clubs, the YMCA National Expo., and the National Council on Aging Annual Conference
5. Include self-management program marketing in Contractor’s existing marketing materials
6. Gather and distribute success stories of participants to be used in marketing materials

**b. Website**

The Contractor shall maintain a website that shall have a landing page geared towards the consumer with the following information:

1. Program descriptions
2. Program calendars
3. Online interest form
4. Links to resources and information on programs and workshops offered in each area of the state

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

The Contractor shall work with the Blueprint staff and Regional Coordinators to strategize about increasing participation in programs and attracting and developing new partnerships. The Contractor 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 (VDH), and the State Employees’ Wellness Program.

The Contractor 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 Contractor 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:**

Due Date	Deliverable
October, January, April, July,	Updated marketing plan with progress report
May 30	New partnerships with twelve (12) or more organizations

Due Date	Deliverable
Ongoing	Program Website

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

The Contractor shall ensure that every HSA has self-management program leaders and facilitators to meet the workshop demands, which includes monitoring the list of statewide workshop leaders and facilitators to ensure they remain up-to-date on training or certification requirements and coordinating or providing trainings, refreshers, and audits. The Contractor shall:

1. Develop a training calendar for the upcoming year
2. Offer one to two (1-2) refreshers and trainings for each program annually
3. Maintain a database of leaders/facilitators in a format designated by the State for the purposes of monitoring training and refresher requirements and audits
4. Maintain a database of trained Tobacco Treatment Specialists (TTSs) in Vermont
5. Provide reports to Regional Coordinators every six (6) months on the status of their leaders' training, refreshers, and audits. The Contractor 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.
6. Perform direct outreach to leaders close to losing their credential to lead a workshop and prioritize these individuals for enrollment in upcoming training sessions
7. Meet with the Blueprint senior leadership staff to understand existing auditing and evaluation protocols for each program to develop a strategy and schedule for the year

**Task 3 Deliverables:**

Due Date	Deliverable
October 1	Facilitator training and refresher calendar
On-going	Trainings as outlined in approved calendar
March 15 and September 15	Reports provided to Regional Coordinators on leaders due for refreshers and audits

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

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

1. Update and refresh data collection methodology and document procedures in the Regional Coordinator Manual
2. If available, 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 Contractor shall generate reports to help review data quality issues, provide training on accurate data entry, if needed, and discuss program benchmarks.

**Task 4 Deliverables:**

Due Date	Deliverable
November 1 and as necessary	Update data collection directions in the Regional Coordinator Manual
Monthly	Monthly report of workshops for each HSA, highlighting data quality issues

**Task 5: YMCA Diabetes Prevention Program (DPP) Content Experts**

The YMCA DPP is a year-long, 25-session group self-management program for individuals with pre-diabetes or who are at risk for diabetes with a focus on preventing the onset of disease.

The YMCA DPP will be offered free of charge to participants through the Blueprint Health Service Area (HSA) administrative entities and their self-management infrastructure. The HSA regional coordinators are responsible for recruiting and enrolling participants, scheduling and employing lifestyle coaches, and coordinating the logistics of the program.

The Contractor is responsible for obtaining the license agreement for the YMCA DPP program from the YMCA of the USA and for program fidelity monitoring. As described in Tasks 1 through 4, the Contractor is also responsible for offering training for the lifestyle coach and coordinator, providing technical assistance, and developing marketing materials.

**Task 5 Deliverables:**

Due Date	Deliverable
Ongoing	Maintain licensing for the YMCA DPP program with the YMCA of the USA
Ongoing	Work with the YMCA to offer YMCA DPP coach training at least once annually in Vermont

**3. By deleting on pages 11 of 35, Attachment B (Payment Provisions) and substituting in lieu thereof, Attachment B, which is included as part of this amendment starting on page 10.**

**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 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:

Work performed between October 1, 2016 (retroactive date) and the signing or execution of this amendment that is in conformity with Attachment A may be billed under this agreement.

**Statewide Self-Management Program Coordination**

The Contractor shall invoice the State monthly up to the sum of \$12,523 per 2.0 FTE and additional executive leadership support for coordination of statewide self-management programs based on expenses incurred and completion of agreement deliverables.

Supporting documentation shall accompany submission of invoices and shall detail progress on or completion of tasks and deliverables for work outlined in Attachment A as follows:

<b>Invoice</b>	<b>Document</b>	<b>Task #</b>
Monthly	Updated coaching plan and progress report for each HSA, including updated data dashboards	1
Monthly	PDSA cycle worksheets and progress notes for improvement projects for each HSA	1
Monthly	Report of workshops for each HSA, highlighting data quality issues	4
Monthly	Dates of one-on-one coaching calls and in-person check-ins	1
Monthly	Dates, agendas, and minutes from Regional Coordinator conference calls and in-person meetings	1
Monthly	Internal controls process improvement plan progress report	1
Monthly	Progress report on development and maintenance of program website	2
Monthly	Dates and attendance (number of attendees and from which HSA) for trainings held as outlined in approved calendar and notes on issues that occurred	3
Monthly	Progress report on development of new partnerships with twelve (12) or more organizations	2

October	Regional Coordinator meeting calendar	1
October	Facilitator training and refresher calendar	3
October	Updated marketing plan with progress report	2

November	Updated Regional Coordinator manual	1
November	Updated data collection directions in Regional Coordinator manual	4

January	Updated marketing plan with progress report	2
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March	Reports provided to Regional Coordinators on leaders due for refreshers and audits	3
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April	Updated marketing plan with progress report	2
July	Updated marketing plan with progress report	2
September	Reports provided to Regional Coordinators on leaders due for refreshers and audits	3

**Statewide Self-Management Program Coordination: Milestones**

Upon submission of proof of eligibility, the following milestones may be invoiced, up to **\$21,520** as follows:

- Completion of 42 tobacco cessation workshops statewide with an average attendance rate of 60% of registrants per session and a minimum of 3 participants per session: **\$2000**.
- Completion of 14 YMCA Diabetes Prevention Program (YDPP) workshops statewide with an average attendance rate of 60% of registrants per session and a minimum of at least 6 participants per session: **\$1840**
- Completion of 7 Healthier Living Workshop (HLW) – Chronic Disease workshops statewide with an average attendance rate of 60% of registrants per session and a minimum of 6 participants per session: **\$2000**
- Completion of 3 faculty trainings (one each for tobacco cessation, YDPP, and Healthier Living Workshop (HLW) – Chronic Disease) with an average attendance rate of at least 70% of registrants across all offered faculty trainings: **\$2000**

**Data Collection for YDPP Registrants**

The Contractor shall invoice the State \$75 for each YMCA Diabetes Prevention Program (YDPP) registrant, up to **\$18,000**, 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.

**Master Trainer Stipend – Brattleboro**

The Contractor shall invoice the State \$1000, to include leader stipend and actual incurred travel expenses, for each leader training delivered by the Healthier Living Workshop (HLW) Master Trainer currently located in Brattleboro up to two (2) trainings total (up to **\$2000** total) during the performance period.

**Travel, Training, Staff Development, and Flexible Funding**

The Contractor shall invoice the State monthly for actual expenses incurred for travel, training, staff development, and flexible funding requests not to exceed:

- **\$11,250** for the period of October 1, 2015 through June 30, 2016
- **\$3,750** for the period of July 1, 2016 through September 30, 2016

- \$20,610 for the period of October 1, 2016 through June 30, 2017
- \$6,870 for the period of July 1, 2017 through September 30, 2017

Training, Travel, and Staff Development

The Contractor may invoice the State monthly for the actual expenses occurred for in-state travel required to complete the Scope of Work outlined in Attachment A. Additionally, the Contractor may invoice the State for expenses incurred to host Regional Coordinator meetings and workshop faculty (facilitator/leader) trainings and refreshers as outlined in the meeting and training schedule approved by the State. Prior approval in writing from the State is required for training and travel expenses related to the professional development of staff assigned to this contract. Expenses must be in compliance with State of Vermont Administrative Bulletin 3.4 ([http://aoa.vermont.gov/sites/aoa/files/Bulletins/AOA-Bulletin3\\_4-June2014%20\(2\).pdf](http://aoa.vermont.gov/sites/aoa/files/Bulletins/AOA-Bulletin3_4-June2014%20(2).pdf)).

### Flexible Funding Mechanism

The Contractor may submit a Flexible Funding Request Form (Appendix I) to seek approval of additional tasks within the scope of work described in this Attachment A. Each Flexible Funding Request Form submitted by the Contractor shall outline the need for the additional services and shall contain clear deliverables.

The flexible funding mechanism described in this section is intended to clarify and expand upon tasks already enumerated in the agreement. Both parties recognize that the availability of the flexible funding mechanism does not obviate the need for state review of amendments to the scope, budget, or maximum amount of this agreement.

The Contractor may not begin work on any additional tasks described in a Flexible Funding Request Form until the request has been accepted and approved by the State in writing. State approval is contingent upon approval from the State's Blueprint Assistant Director and the Office of the Attorney General.

### **Reporting Requirements**

1. Invoice shall reference this agreement number, include date of submission, invoice number, and amount billed for each line item and total amount billed (Appendix I: Required Forms)
2. All deliverables and supporting documentation, including, but not limited to, monthly reports, milestone payment eligibility requests, receipts for expenses, and invoices related to this agreement should be submitted together in electronic format to:

Jenney Samuelson  
[Jenney.Samuelson@vermont.gov](mailto:Jenney.Samuelson@vermont.gov)

Natalie Elvidge  
[Natalie.Elvidge@vermont.gov](mailto:Natalie.Elvidge@vermont.gov)

3. Invoices shall be submitted no more frequently than monthly, but no later than quarterly.
4. Invoices shall be accompanied by a Financial Reporting Form (Appendix I) and Travel and Expense Form (Appendix I) in Excel format
5. A final Financial Report Form (Appendix I) will be due no later than 30 days after the end date of the agreement. The final financial report will report actual approved expenditures against payments received.
6. Payments and/or reimbursement for meals, lodging, airfare, training/registration and other 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 (Appendix I: Required Forms).
7. The State reserves the right to withhold part or all of the agreement funds if the State does not receive

timely documentation of the successful completion of agreement deliverables.

8. Payments will only be issued after all reports and paperwork due in that month or quarter are received by the State.
9. If both parties agree, up to 10% of the monies for line items can be moved via Administrative Letter to another line item to adjust for underspend and overspend situations.

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

**Budget**

In consideration of services to be performed by the Contractor, the State agrees to pay the Contractor, per payment provisions specified in Attachment B, a sum not to exceed **\$411,780**.

- For the period of October 1, 2015 through June 30, 2016, the State agrees to pay the Contractor a sum not to exceed **\$144,354.00**.
- For the period of July 1, 2016 through September 30, 2016, the State agrees to pay the Contractor a sum not to exceed **\$48,150.00**
- For the period of October 1, 2016 through June 30, 2017, the State agrees to pay the Contractor a sum not to exceed **\$164,497.00**.
- For the period of July 1, 2017 through September 30, 2017, the State agrees to pay the Contractor a sum not to exceed **\$54,779.00**.

**Budget Total – October 1, 2015 – September 30, 2016**

Program Management	\$149,496.00
Registrant Milestone Payment	\$13,000.00
YMCA DPP Completers Milestone Payment	\$8,000.00
Travel and Staff Development	\$15,000.00
Mynetico	\$7,008.00
<b>Total</b>	<b>\$192,504.00</b>

**Authorized Spending October 1, 2015- June 30, 2016:**

Program Management	\$112,122.00
Registrant Milestone Payment	\$9,750.00
YMCA DPP Completers Milestone Payment	\$6,000.00
Travel and Staff Development	\$11,250.00
Mynetico	\$5,232.00
<b>Total</b>	<b>\$144,354</b>

**Authorized Spending July 1, 2016-September 30, 2016:**

Program Management	\$37,374.00
Registrant Milestone Payment	\$3,250.00
YMCA DPP Completers Milestone Payment	\$2,000.00
Travel and Staff Development	\$3,750.00
Mynetico	\$1,776.00
<b>Total</b>	<b>\$48,150</b>

**Budget Total – October 1, 2016 – September 30, 2017**

Program Management	\$150,276.00
Program Management Milestone Payments	\$21,520.00
Mynetico	\$18,000.00
Brattleboro Master Trainer	\$2,000.00
Travel, Meeting, Staff Development, and Flexible Funding	\$27,480.00
<b>Total</b>	<b>\$219,276.00</b>

**Authorized Spending October 1, 2016 through June 30, 2017:**

Program Management	\$112,707.00
Program Management Milestone Payments	\$15,680.00
Mynetico	\$13,500.00
Brattleboro Master Trainer	\$2000.00
Travel, Meeting, Staff Development, and Flexible Funding	\$20,610.00
<b>Total</b>	<b>\$164,497.00</b>

**Authorized Spending July 1, 2017 through September 30, 2017:**

Program Management	\$37,569.00
Program Management Milestone Payments	\$5,840.00
Mynetico	\$4,500.00
Brattleboro Master Trainer	\$0.00
Travel, Meeting, Staff Development, and Flexible Funding	\$6,870.00
<b>Total</b>	<b>\$54,779.00</b>

4. By replacing on page 15 of 35, Attachment C (Standard State Provisions for Contracts and Grants) and substituting in lieu thereof, Attachment C, which is included as part of this amendment starting on page 16 of this agreement:

**5. By deleting the Subcontractor Approval Form on page 30 of 35 of the base agreement, and substituting in lieu thereof the following Subcontractor Compliance Form starting on page 25:**

**ATTACHMENT C: STANDARD STATE PROVISIONS  
FOR CONTRACTS AND GRANTS  
REVISED JULY 1, 2016**

**1. 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. "Agreement" shall mean the specific contract or grant to which this form is attached.

**2. 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.

**3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under the Agreement.

Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

**4. Sovereign Immunity:** The State reserves all immunities, defenses, rights or actions arising out of the State's sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State's immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State's entry into this Agreement.

**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:** The Party will act in an independent capacity and not as officers or employees of the State.

**7. Defense and Indemnity:** The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. 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 State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits. In the event the State withholds approval to settle any such claim, then the Party shall proceed with the defense of the claim but under those circumstances, the Party's indemnification obligations shall be limited to the amount of the proposed settlement initially rejected by the State.

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 in connection with the performance of this Agreement.

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 or an agent of the Party in connection with the performance of this Agreement.

The Party agrees that in no event shall the terms of this Agreement nor any document required by the Party in connection with its performance under this Agreement obligate the State to defend or indemnify the Party or otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party except to the extent awarded by a court of competent jurisdiction.

**8. 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. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

*General Liability and Property Damage:* With respect to all operations performed under this 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 Each Occurrence
- \$2,000,000 General Aggregate
- \$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

*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 \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

*Additional Insured.* The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

*Notice of Cancellation or Change.* There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

**9. Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with the Contract, including but not limited to bills, invoices, progress reports and other proofs of work.

**10. False Claims Act:** The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

**11. Whistleblower Protections:** The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

**12. Federal Requirements Pertaining to Grants and Subrecipient Agreements:**

**A. 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.

- B. Internal Controls:** In the case that this Agreement is a Grant 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).
- C. Mandatory Disclosures:** In the case that this Agreement is a Grant 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.

**13. 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.

**14. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of 21 V.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.

**15. 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.

**16. 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.

**17. Taxation of Purchases:** All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

**18. Child Support:** (Only 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.

**19. 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 shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 23 ("Certification Regarding Use of State Funds"); Section 31 ("State Facilities"); and Section 32 ("Location of State Data").

**20. No Gifts or Gratuities:** Party shall not give title or possession of anything 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.

**21. Copies:** Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

**22. 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>

**23. 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.

**24. Conflict of Interest:** Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

**25. Confidentiality:** Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

**26. Force Majeure:** Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

**27. Marketing:** Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

**28. Termination:** In addition to any right of the State to terminate for convenience, the State may terminate this Agreement as follows:

- A. Non-Appropriation:** 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.

**B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.

**C. No Implied Waiver of Remedies:** A party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

**29. Continuity of Performance:** In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

**30. Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

**31. State Facilities:** If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

**32. Location of State Data:** No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside continental United States, except with the express written permission of the State.

(Revised 7/1/16 - End of Standard Provisions)

**ATTACHMENT D**  
**MODIFICATION OF CUSTOMARY PROVISIONS**  
**OF**  
**ATTACHMENT C OR ATTACHMENT F**

- 1. The insurance requirements contained in Attachment C, Section 8 are hereby modified:**

**Notwithstanding Section 8 of Attachment C, the following is hereby added to the 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 \$2,000,000 policy aggregate.*

- 2. Requirements of other Sections in Attachment C are hereby modified:**

- 3. Requirements of Sections in Attachment F are hereby modified:**

- 4. Reasons for Modifications:**

Professional Liability coverage is required given the nature of this agreement.

**APPROVAL:**

  
\_\_\_\_\_  
ASSISTANT ATTORNEY GENERAL

DATE: 10/19/16  
State of Vermont – Attachment D

**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.**

This amendment consists of 30 pages. Except as modified by this amendment and any previous amendments, all provisions of this grant, (#03410-1560-16) dated **October 1, 2015** shall remain unchanged and in full force and effect.

**BY THE STATE OF VERMONT:**

**BY THE GRANTEE:**

STEVEN COSTANTINO, COMMISSIONER  
DEPARTMENT OF VERMONT HEALTH ACCESS (DVHA)  
NOB 1 SOUTH, 280 STATE DRIVE  
WATERBURY, VT 05671  
EMAIL: [STEVEN.COSTANTINO@VERMONT.GOV](mailto:STEVEN.COSTANTINO@VERMONT.GOV)

---

KYLE DODSON, CEO  
266 College Street  
Burlington, VT 05401  
Phone: 802-862-9622  
Email: [kdodson@gbymca.org](mailto:kdodson@gbymca.org)

AHS/DVHA

GREATER BURLINGTON YMCA

**APPENDIX 1: REQUIRED FORMS**  
 INVOICE

Grantee:	
Grant #:	
Address:	
Invoice #:	
Date of invoice:	

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

Dates of Service	Description of Deliverables/Work Performed (please include/list a narrative of activities)	Amount
	Project Management	
	Project Management Milestones	
	Practice Facilitation	
	Practice Facilitation Milestones	
	Self-Management Regional Coordination	
	Self-management Programs	
	Training, Travel, Flexible Funding	
<b>TOTAL:</b>		

**Remittance Address:**

**Bill to Address:**

Natalie Elvidge  
 Department of Vermont Health Access  
 NOB 1 South, 280 State Drive  
 Waterbury, VT 05671  
[Natalie.Elvidge@state.vt.us](mailto:Natalie.Elvidge@state.vt.us)

**DVHA BO USE: \*INVOICE PAYMENTS ARE NET00 TERMS, UNLESS STATED OTHERWISE\***

Upon Contractor signature of this invoice, the Contractor confirms that the following funds are inaccessible to the Contractor will be reverted back to the State, resulting in a reduction in the total amount of the grant award and

Within 15 business days of receipt of the invoice, the State will issue the Contractor a confirmation letter of the reduction that will be executed upon signature of the Contractor and the State.

Amount:	
Date:	

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

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.**





STATE OF VERMONT  
 CONTRACT AMENDMENT  
 GREATER BURLINGTON YMCA

PAGE 31 OF 31  
 GRANT #: 03410-1560-16  
 AMENDMENT # 1

	TOTAL GRANT BUDGET	Jul-17	Aug-17	Sep-17	TOTAL EXPENDITURES SFY18 TO DATE	BALANCE
Project Coordination	\$ 37,569.00	\$ -	\$ -	\$ -	\$ -	\$ 37,569.00
Coordinator Monthly Payment (\$12,523 per 2.0FTE)					\$ -	\$ -
Milestone Payments	\$ 5,840.00	\$ -	\$ -	\$ -	\$ -	\$ 5,840.00
42 tobacco cessation workshops					\$ -	
14 YMCA Diabetes Prevention Program (YDPP) workshops					\$ -	
7 Healthier Living Workshop (HLW) – Chronic Disease workshops					\$ -	
3 faculty trainings					\$ -	
Mynetico Data Collection	\$ 4,500.00	\$ -	\$ -	\$ -	\$ -	\$ 4,500.00
Registrants Entered into Mynetico and Registration, \$75/registrant	\$ 1,776.00				\$ -	\$ 1,776.00
Brattleboro Master Trainer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Healthier Living Workshop (HLW) trainings (\$1,000/each)					\$ -	\$ -
Travel, Meeting, Staff Development, and Flexible Funding	\$ 6,870.00	\$ -	\$ -	\$ -	\$ -	\$ 6,870.00
					\$ -	
					\$ -	
					\$ -	
					\$ -	
<b>TOTAL GRANT AMOUNT</b>	<b>\$ 54,779.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 54,779.00</b>

SIGNATURE OF AUTHORIZING OFFICIAL: