

1. **Parties.** This is a contract for services between the State of Vermont, Department of Vermont Health Access (hereafter called "State"), and The Change Factory, Inc. (hereafter called "Contractor"). It is the Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Contractor is required to have a Vermont Department of Taxes Business Account Number.
2. **Contract Term.** The period of Contractor's performance shall begin on July 9, 2019 and end on September 30, 2019. Either party may cancel this agreement by giving written notice at least thirty (30) days in advance.
3. **Maximum Amount and Payment Provisions.** In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified herein, a sum not to exceed \$3,000.00. This maximum amount is not a guaranteed amount. Payment shall be contingent upon satisfactory performance by the Contractor. Payment terms shall be Net 30 days from an error-free invoice. Invoices must detail all work performed during the invoice period and the amount(s) payable therefore in accordance with the schedule for deliverables and/or rates for services set forth below. For any schedule for deliverables set forth herein, Contractor shall only submit invoices following State acceptance of the applicable deliverable or deliverable milestone.

- a. The maximum amount payable under this contract for services shall not exceed \$3,000.00 as a fixed price payable upon successful completion of the deliverables noted below. This fixed price amount is inclusive of all travel costs and related expenses. No travel costs or expenses are separately reimbursable under this contract. No benefits or insurance will be reimbursed by the State.
- b. The State shall pay Contractor for the following deliverables and performance requirements:
 - i. Attendance at all relevant planning and design meetings (in-person and via phone or Skype) and on the day of the event at the State Office complex in Waterbury, Vermont on July 18, 2019 7:15 a.m. – 4:00 p.m.
 - ii. Timely and professional co-development of agenda and associated materials.
 - iii. Professional and engaging facilitation of designated Development Day activities.
- c. **Invoices.** All requests for reimbursements shall be made using an invoice format agreed upon by the State and Contractor. The Contractor shall submit invoices to the State monthly, following deliverable attainment (i.e. satisfactory delivery of the deliverables noted in 3.b.) The Contractor shall only submit invoices for deliverables that have been approved by the State Program Contact.

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

State Financial Contact	Tim Harvey, Contracts & Grants Administrator	Tim.Harvey@Vermont.gov
State Program Contact	Cassandra Madison, Deputy Commissioner	Cassandra.Madison@Vermont.gov

4. **Scope of Work.** The subject matter of this contract is generally on the subject of providing Appreciative Team Development and Strength-Based Strategic Alignment facilitation services for a Staff Development Day for the Integrated Eligibility & Enrollment (IE&E) Program. Contractor shall develop training curriculum in partnership with State staff that align with IE&E Program goals. Through the facilitation process Contractor shall work towards transitioning the function of the Program towards a user centered, modular and agile approach to build new management practices, team structures, technical capabilities and culture.

Detailed services to be provided by the contractor are as follows:

- o Provide Subject Matter Expertise (SME) in appreciative team development and other strength-based alignment frameworks to perform the following activities:
 - Attending all co-design sessions with the event planning team;
 - Co-creating custom materials, exercises and processes; and

- Providing facilitation and facilitation support of IE&E staff during the development day scheduled for July 18, 2019.

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT.

STATE OF VERMONT

DEPARTMENT OF VERMONT HEALTH ACCESS

E-SIGNED by Cory Gustafson July 08, 2019
on 2019-07-08 21:23:55 GMT

CORY GUSTAFSON, COMMISSIONER DATE
NOB 1 South, 280 State Drive
Waterbury, VT 05671-1010
Phone: 802-241-0239
Email: Cory.Gustafson@vermont.gov

CONTRACTOR

THE CHANGE FACTORY, INC.

E-SIGNED by Prudence Sullivan July 08, 2019
on 2019-07-08 21:19:40 GMT

PRUDENCE SULLIVAN, FOUNDING PARTNER DATE
329 Valley View Road
Waterbury Center, VT 05677
Phone: 802-798-2241
Email: prudencesullivan@gmail.com

**STANDARD STATE PROVISIONS - FOR ELIGIBLE CONTRACTS UNDER \$25,000
DECEMBER 10, 2018**

1. Governing Law, Jurisdiction and Venue: This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by the State or the Contractor in connection with this Agreement shall be brought in the Superior Court, Civil Division, Washington Unit.

2. Independence: The Contractor will act in an independent capacity and not as officers or employees of the State.

3. 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.

4. Insurance: Before commencing work on this Agreement the Contractor must provide certificates of insurance to show that the following minimum coverages are in effect. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Contractor for the Contractor's operations.

Workers Compensation: With respect to all operations performed, the Contractor 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 Contractor shall carry general liability insurance. 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.

Contractor shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Automotive Liability: The Contractor shall carry automotive liability insurance Limits of coverage shall not be less than: \$500,000 combined single limit.

5. Fair Employment Practices and Americans with Disabilities Act: Contractor 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. Contractor 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 Contractor under this Agreement. Contractor further agrees to include this provision in all subcontracts.

6. Taxes Due to the State:

a. Contractor 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. Contractor certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Contractor 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. Contractor understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Contractor 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. Contractor also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Contractor has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Contractor has no further legal recourse to contest the amounts due.

7. Child Support: (Applicable if the Contractor is a natural person, not a corporation or partnership.) Contractor 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. Contractor makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Contractor is a resident of Vermont, Contractor makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.