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STATE OF VERMONT CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, AHS/Department for Children and Families, Family Services Division (the "State") and Lund Family Center, Inc., with a principal place of business in Burlington, Vermont (the "Contractor") that the contract between them originally dated as of 07/01/2019, Contract # 38169, as amended to date, (the "Contract") is hereby amended effective 06/30/2022 as follows:

- 1. <u>Maximum Amount</u>. The maximum amount payable under the Contract, wherever such reference appears in the Contract, shall be changed from \$2,762,232.00 to \$3,682,976.00, representing an increase of \$920,744.00.
- 2. <u>Contract Term</u>. The Contract end date, wherever such reference appears in the Contract, shall be changed from 06/30/2022 to 06/30/2023.
- 3. <u>Attachment A, Scope of Services</u>. Section F of Attachment A is hereby deleted in its entirety and replaced as set forth below:

F. Contract Contacts:

Contractor

Person Authorized to Enter into Agreement:

Timothy Keefe (P): 802-864-7467 (E): timothyk@lundvt.org

Contract Manager:

Courtney Farrell (P): 802-861-2582 (E): cfarrell@lundvt.org

Financial Contact:

Timothy Keefe (P): 802-864-7467 (E): timothyk@lundvt.org

State of Vermont

DCF Grants and Contracts Manager

Olivia Gaudreau (P): 802-735-8029 (E): Olivia.gaudreau@vermont.gov

Program Manager:

Brenda Gooley (P): 802-760-0610 (E): Brenda.gooley@vermont.gov

If contact information changes (people, phone number(s) or e-mail(s) during the agreement term, it is the responsibility of the Contractor to notify the Agreement Specialist.

All Financial Inquiries, please e-mail: AHS.DCFFSDInvoicesREU@vermont.gov

4. <u>Attachment B, Payment Provisions</u>. Attachment B is hereby deleted in its entirety and replaced by the Attachment B contained herein.

<u>Taxes Due to the State</u>. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment 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.

Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs). Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

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<u>Certification Regarding Suspension or Debarment</u>. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor'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.

Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: http://bgs.vermont.gov/purchasing-contracting/debarment

This document consists of 4 pages. Except as modified by this Amendment No. 2, all provisions of the Contract remain in full force and effect.

The signatures of the undersigned indicate that each has read and agrees to be bound by this Amendment to the Contract.

STATE OF VERMONT	CONTRACTOR
Name: Aryka Radke	Name: Timothy Keefe
Title: DCF/FSD Deputy Commissioner (or Designee)	Title: <u>Director of Finance</u>
Email:aryka.radke@vermont.gov	Email: timothyk@lundvt.org
Docusigned by: 6/25/2022 Aryka Stule Radke F5DA9E817457454	Docusigned by: 6/24/2022 Timothy buch A7D45337AFRE41D

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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 specified in Attachment A, or services actually performed, up to the maximum allowable amount specified in this agreement. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are included in this attachment. The following provisions specifying payments are:

Vermont payment terms are net 30 days from date of invoice. In addition, Vermont State Fiscal Year Close Out starts the last week of May/first week of June and runs through early July. During this period of time, no financial reports or invoices are processed for payment in the State of Vermont Vision system

- 1. Prior to commencement of work and release of any payments, Contractor shall submit to the State:
 - a certificate of insurance consistent with the requirements set forth in Attachment C,
 Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this contract; and
 - b. a current IRS Form W-9 (signed within the last six months).
- 2. Payment terms are **Net 30** days from the date the State receives an error-free invoice with all necessary and complete supporting documentation.

A. GENERAL PAYMENT INFORMATION

The maximum dollar amount payable under this contract is not intended to guarantee any amount of payment by the State.

<u>Substance Abuse Screeners and Supervisor</u>: The Contractor will be paid \$74,236.00 for the first month of each fiscal year and \$74,228 the remaining months for services, up to the maximum allowable amount of \$3,562,976 to support the equivalent of ten (10) full time screeners and two (2) supervisors.

<u>Clinician Services</u>: The Contractor will be paid \$2,500 monthly for services, up to the maximum allowable amount of \$30,000 annually and a maximum of \$120,000 over the term of this agreement to secure the services of a clinician who will provide clinical oversight and supervision to the substance abuse screeners and supervisors.

Total contract maximum: \$3,682,976.00

B. INVOICING, REPORTING AND PAYMENT SCHEDULE

1. Contractor will submit monthly invoices by the fifth business day of the month for the previous month of service, on the Contractors letterhead, as follows:

FY20: July 2019: Aug 2019 - June 2020: Substance Abuse Screeners and Supervisor: \$74,236.00 \$74,228.00

Clinician Services: \$ 2,500.00 \$ 2,500.00 **Total monthly invoice:** \$ 76,736.00 \$ 76,728.00

Sub-Total FY20: \$920,744.00

FY21: July 2020: Aug 2020 - June 2021:

Substance Abuse Screeners and Supervisor: \$74,236.00 \$74,228.00

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Clinician Services: \$ 2,500.00 \$ 2,500.00

Total monthly invoice: \$76,736.00 \$76,728.00

Sub-Total FY21: \$920,744.00

FY22: July 2021: Aug 2021 - June 2022:

Substance Abuse Screeners and Supervisor: \$74,236.00 \$74,228.00 Clinician Services: \$2,500.00 \$2,500.00

Total monthly invoice: \$76,736.00 \$76,728.00

Sub-Total FY22: \$920,744.00

FY23: July 2022: Aug 2022 - June 2023:

Substance Abuse Screeners and Supervisor: \$74,236.00 \$74,228.00 Clinician Services: \$2,500.00 \$2,500.00

Total monthly invoice: \$76,736.00 \$76,728.00

Sub-Total FY22: \$920,744.00

Contract maximum: \$3,682,976.00

INVOICES SHOULD BE SENT BY THE PROGRAM MANAGER ELECTRONICALLY WITH A SIGNATURE TO

AHS.DCFFSDInvoicesREU@vermont.gov

C. REMITTANCE ADDRESS FOR CONTRACTOR

76 Glen Road PO Box 4009 Burlington, VT 05406-4009