

Note: All sections must be completed. Incomplete forms will be returned to the originating department.

I. CONTRACT INFORMATION:

Agency/Department:	AHS/ Department of Corrections	Contract #:	43807	Amendment #:	1
Vendor Name:	Lund Family Services	VISION Vendor No:	622		
Vendor Address:	PO Box 4009, Burlington, VT 05406				
Starting Date:	06/01/2022	Ending Date:	05/31/2025	Amendment Date:	05/31/2024
Summary of agreement or amendment:	Increase Max, Extend term, Update Attachment A, Attachment B, Attachment C, Attachment D				

II. FINANCIAL & ACCOUNTING INFORMATION

Maximum Payable:	\$451,445.59	Prior Maximum:	\$ 290,111.75	Prior Contract # (If Renewal):	35833
Current Amendment:	\$161,337.84	Cumulative amendments:	\$ 161,337.84	% Cumulative Change:	55.61 %
Business Unit(s):	03520; ; - [notes:]	VISION Account(s):	507600;		
Estimated Funding Split:	<input type="text"/> % GF	<input type="text"/> % SF	<input type="text"/> % EF	<input type="text"/> % Other	<input type="text"/> (name)
	<input type="text"/> % TF	<input type="text"/> % GC	<input type="text"/> % FF		

III. PROCUREMENT & PERFORMANCE INFORMATION

A. Identify applicable procurement process utilized. Additional detail if applicable.

Standard Bid/RFP Simplified Sole Source (See B.) Qualification Based Selection Statutory

B. If Sole Source Contract, contract form includes self-certification language? Yes N/A

C. Contract includes **performance measures/guarantees** to ensure the quality and/or results of the service? Yes No

IV. TYPE OF AGREEMENT (select all that apply)

Service Construction Arch/Eng. Marketing Info. Tech. Prof. Service Personal Service

Commodity Retiree/Former SOV EE Financial Trans Zero-Dollar Privatization Other

V. SUITABILITY FOR CONTRACT FOR SERVICE

Yes No N/A Does this contract meet the determination of an Independent Contractor? If "NO", then consult with the Department of Human Resources for guidance.

VI. CONTRACTING PLAN APPLICABLE

Is any element of this contract subject to a pre-approved Agency/Department Contracting Waiver Plan? Yes No

VII. CONFLICT OF INTEREST

By signing below, I (Agency/Department Head) certify that no person able to control or influence award of this contract had a pecuniary interest in its award or performance, either personally or through a member of his or her household, family, or business.

Yes No Is there an "appearance" of a conflict of interest so that a reasonable person may conclude that this party was selected for improper reasons: (If yes, explain)

VIII. PRIOR APPROVALS REQUIRED OR REQUESTED

<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Is this a Contract for Services valued at \$25,000 or more per year? If yes, attach AGO Certification Form.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Attorney General review As To Form is required (\$25,000 and above) or otherwise requested.
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Agreement must be approved by the Secretary of ADS/CIO.
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Agreement includes marketing services and CMO sent copy of contract. If / when marketing services exceed \$25,000 CMO must approve contract. CMO Approved: _____
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Chief Information Security Officer (CISO) approval required for modification of Attachment C.12 use/protection of state information. CISO Approved: _____
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Auditor approval required for modification of Attachment C.13 audit clause. AUDITOR Approved: _____
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Risk Management approval required for modification of Attachment C.8 insurance clause. RISK Approved: _____
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Is this a Contract for Legal Services? If yes, attach AGO 17.10 Approval Form.
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Agreement must be approved by Commissioner of Human Resources: for Privatization, Retirees, Former Employees, & if a Contract fails the IRS test. DHR Approved: _____
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Agreement must be approved by the Secretary of Administration.

IX. AGENCY/DEPARTMENT HEAD CERTIFICATION; APPROVAL

I have made reasonable inquiry as to the accuracy of the above information (sign in order):

1-Date	1-Appointing Authority	1a-Date	Agency Secretary (if applicable)
5/3/2024	<i>Michael Dem</i>		
2-Date	2-Secretary of ADS/CIO	5/3/2024	Additional Approvers below if required by Agency process
			<i>Diane Insu</i>
3-Date	3-AGO Approval		
5/3/2024	<i>Lawn Fisher</i>		
4-Date	4-Secretary of Administration		



State of Vermont
Department of Corrections
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Agency of Human Services

Memorandum

To: Contract Reviewers

Date: April 30, 2024

From: Caitlin Touchette, Contracts & Grants Administrator

Re: Lund Family Services, Contract #43807, AM1

The Department of Corrections (DOC) Program Services is seeking approval to execute Amendment #1 to contract #43807 with Lund Family Services.

Lund Family Services was the sole respondent selected through a Request for Proposal (RFP) process in January 2022 and have significant experience working with the incarcerated female population and working with mothers, children, and families in the community

Material changes in this amendment are to increase the max amount to \$451,449.59 representing an increase of \$161,337.84, updates to Attachment A, update Attachment B, replace Attachment C with an updated version dated 12/07/23, replace Attachment D with an updated version dated 3/10/23, and to extend the contract terms for one additional year. The contract end date will be changed from 05/31/2024 to 05/31/2025. The contract term may be renewed for one additional one-year period at the discretion of the State.

This has been reviewed by IT Manager Mark Cloutier who has determined this does not need to be reviewed by the Procurement Advisory Team (PAT).

The primary contact for this contract is Caitlin Touchette who can be reached at (802) 585-9375 or Caitlin.Touchette@vermont.gov.

Thank you for your consideration.



AGO Certification Checklist

Is this a retainer-type contract? No

If yes, can compliance be certified at the retainer level? Select One

Part I: please answer the below three questions:

- Yes 1) The agency will not supervise the daily activities or methods and means by which the contractor provides services, other than supervision necessary to ensure that the contractor meets performance expectations and standards.
- Yes 2) The services provided are not the same as those provided by classified State employees within the agency.
- Yes 3) The contractor customarily engages in an independently established trade, occupation, profession, or business.

Part II: If answering “no” to one or more of the above questions, check the box next to each of the below items that apply to the requested contract for services:

- A) The services are not available within the agency or are of such a highly specialized or technical nature that the necessary knowledge, skills, or expertise is not available within the agency.
- B) The services are incidental to a contract for purchase or lease of real or personal property.
- C) There is a demonstrated need for an independent audit, review, or investigation; or independent management of a facility is needed as a result of, or in response to, an emergency such as licensure loss or criminal activity.
- D) The State is not able to provide equipment, materials, facilities, or support services in the location where the services are to be performed in a cost-effective manner.
- E) The contract is for professional services, such as legal, engineering, or architectural services, that are typically rendered on a case-by-case or project-by-project basis, and the services are for a period limited to the duration of the project, normally not to exceed two years or provided on an intermittent basis for the duration of the contract.
- F) The need for services is urgent, temporary, or occasional, such that the time necessary to hire and train employees would render obtaining the services from State employees imprudent. Such contract shall be limited to 90 days' duration, with any extension subject to review and approval by the Secretary of Administration.
- G) Contracts for the type of services covered by the contract are specifically authorized by law. (Please provide the legal citation)
- H) Efforts to recruit State employees to perform work, authorized by law, have failed in that no applicant meeting the minimum qualifications has applied for the job.
- I) The cost of obtaining the services by contract is lower than the cost of obtaining the same services by utilizing State employees. When comparing costs, the provisions of section 343 of this title shall apply.

Contract Name: Lund Family Services
Contract #: 43807, AM1

AGO Certification Checklist

If applicable, provide additional comments here.

Caitlin Touchette

04/30/2024

Project Manager Name

Date

Contract # 43807
Amendment # 1

Page 1 of 7

**STATE OF VERMONT
CONTRACT AMENDMENT**

It is hereby agreed by and between the State of Vermont, AHS / Department of Corrections (the "State") and Lund Family Services, with a principal place of business in Burlington, Vermont (the "Contractor") that the contract between them originally dated as of June 3, 2022, Contract # 43807, as amended to date, (the "Contract") is hereby amended as follows:

- I. **Maximum Amount.** The maximum amount payable under the Contract, wherever such reference appears in the Contract, shall be changed from \$290,111.75 to \$451,449.59, representing an increase of \$161,337.84.
- II. **Contract Term.** The Contract end date, wherever such reference appears in the Contract, shall be changed from 05/31/2024 to 05/31/2025. The Contract Term may be renewed for one additional one-year period at the discretion of the State.
- III. **Attachment A, Scope of Services.** The scope of services is amended as follows:

Page 3, Section 1, Subsection b, of attachment A is hereby deleted in its entirety and replaced as set forth below:

- b. Contractor will determine of those screened; how many are identified as appropriate for KAP services. Any woman with a minor child may be eligible to engage in KAP services, as programming varies and is very individualized based off the unique family situation.

Page 3, Section 1, Subsection c, of attachment A is hereby deleted in its entirety.

Page 3, Section 1, Subsection d, of attachment A is hereby amended by the addition of the following:

- d. Contractor will maintain data on the number of women who are screened as eligible for services and enrolled in services.

Page 3, Section 2, of attachment A is hereby deleted in its entirety and replaced as set forth below:

2. Delivery of Services
 - a. Contractor will provide the following services and maintain records of participation in these distinct services:
 - i. Facility based family services case management.
 - ii. Development of a Family Services Plan with mothers enrolled in KAP services.
 - iii. Parental support to include work on grief and loss.
 - iv. Parent and child development education, both individual and family parenting education groups. There are 4 6-week classes

offered annually, tailored to meet the needs of the women, with curriculum developed in house to meet the needs of this unique population).

- v. Parent Child Contact
 - 1. Saturday Mother-Child Visits (group)
 - 2. Mother-Child Visits (individual)
 - 3. Storybook (digital book recording)
 - 4. Individual zoom visits with mother and child(ren)
 - 5. Mom's Mail groups
 - 6. Special Care Packages (seasonal)
- b. The parties agree that the contractor may provide services to incarcerated individuals upon their release to assist with their re-entry into the community.

Page 4, Section 3, of attachment A is hereby amended by the addition of the following:

- b. Contractor will assist in facilitating virtual communication with community partners (school, human services, etc.)
- c. Collaboration and coordination with the Department of Children and Families. This may include support through the TPR process, assistance with following DCF case plans, virtual meetings with DCF caseworker, and support with family court appearances.

Page 4, Section 4, of attachment A is hereby deleted in its entirety and replaced as set forth below:

- 4. Contractor will continue to assess the needs of the incarcerated parent and create and implement individualized programming and services.

Page 4, Section 5, of attachment A is hereby deleted in its entirety and replaced as set forth below:

- 5. Contractor will continue to track mother's participation in KAP programming.

Page 5, Section 2, of attachment A is hereby amended by the addition of the following:

- c. CJIS Security Awareness Training

Contract # 43807
Amendment # 1

Page 3 of 7

Page 6, Evaluation, of attachment A is hereby amended by the addition of the following:

Contractor will participate in the process of tracking program participation with their PID# using an excel spreadsheet as well as documenting in the Lund's electronic health records system software.

Page 6, Documentation of Services, Section 2, of attachment A is hereby deleted in its entirety and replaced as set forth below:

2. Contractor will submit biannual reports due December 15th (for time period June 1 – Nov 30) and June 15th (for time period Dec 1 – May 31) that include:

IV. **Attachment B, Payment Provisions**. The payment provisions are amended as follows:

Page 9, Section 6, of Attachment B is amended by the addition of the following requirements:

- d. FY25 (07/01/2024 – 06/30/2025) a monthly payment amount of \$13,444.82 not to exceed a total of \$161,337.84.

V. **Attachment C, Standard State Provisions for Contracts and Grants**. Attachment C is hereby deleted in its entirety and replaced by the Attachment C revised 12/07/2023 attached to this Amendment.

VI. **Attachment D, Modification of Customary Provisions of Attachment C or Attachment F**. Attachment D is hereby deleted in its entirety and replaced by the Attachment D revised 03/27/2023 attached to this Amendment.

Taxes Due to the State. 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.

Certification Regarding Suspension or Debarment. 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

Contract # 43807
Amendment # 1

Page 4 of 7

debarment list at: <http://bgs.vermont.gov/purchasing-contracting/debarment>

This document consists of 7 pages. Except as modified by this Amendment No. 1, all provisions of the Contract remain in full force and effect.

[Remainder of Page Intentionally Left Blank]

Contract # 43807
Amendment # 1

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

Name: Nicholas Deml

Name: Mary Burns

Title: Commissioner

Title: President & CEO

Signature: 
DocuSigned by:
4F443707809C4FD...

Signature: 
DocuSigned by:
222FB40991B6476...

Date: 5/6/2024

Date: 5/6/2024

Contract # 43807
Amendment # 1

Page 6 of 7

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED DECEMBER 7, 2023**

“Attachment C: Standard State Provisions for Contracts and Grants” (revision version dated December 7, 2023) constitutes part of this Agreement and is hereby incorporated by reference as if fully set forth herein and shall apply to the purchase of all goods and/or services by the State under this Agreement. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>.

Contract # 43807
Amendment # 1

Page 7 of 7

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:**

To Add:

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 **\$1,000,000.00** per occurrence, and **\$3,000,000.00** aggregate.

Before commencing work on this Contract, Contractor must provide certificates of insurance to show that the foregoing minimum coverages are in effect.

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