

STATE OF VERMONT  
CONTRACT AMENDMENT

It is hereby agreed by and between the Parties, State of Vermont, Department of Vermont Health Access (hereinafter called "State"), and Age Well, Inc. (herein after called "Contractor"), that Contract #41772 originally dated as of July 1, 2021, is hereby amended June 30, 2023, as follows:

- I. **Maximum Amount.** The maximum amount payable under the Contract, wherever such reference appears in the Contract, shall be changed from \$132,430.00 to \$264,860.00 representing an increase of \$132,430.00.
- II. **Contract Term.** The Contract end date, wherever such reference appears in the Contract, shall be changed from June 30, 2023 to June 30, 2025.
- III. **By deleting Number 8 (Attachments) beginning on Page 1 of the base contract and replacing as follows:**

8. **Attachments.** The contract includes the following attachments, which are incorporated herein:
  - Attachment A - Specifications of Work to be Performed
  - Attachment B - Payment Provisions
  - Attachment C - Customary State Contract provisions
  - Attachment E – Business Associate Agreement
  - Attachment F - Customary Contract Provisions of the Agency of Human Services
  - Attachment H – Federal Terms Supplement
  - Appendix I – Required Forms

The order of precedence of documents shall be as follows:

- 1). General Introductory Pages of this Agreement, Found at Pages 1-2
- 2). Attachment C
- 3). Attachment H
- 4). Attachment A
- 5). Attachment B
- 6). Attachment E
- 7). Attachment F
- 8). Other Attachments

- IV. **By deleting Attachment B, Section C (Reports and Invoices) in its entirety and replacing as set forth below:**

C. **REPORTS AND INVOICES**

A final report will be due and submitted to the State Program Manager within 45 calendar days of the end of the Contract term.

Contractor must send the following quarterly reports: Invoices, Times Studies & Health Care Outreach Report, by the following schedule:

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AGE WELL, INC.**

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SFY23-25 Reports Due	Reporting Period
November 15, 2023	July 1, 2023 – September 30, 2023
February 15, 2024	October 1, 2023 – December 31, 2023
May 15, 2024	January 1, 2024 – March 31, 2024
August 15, 2024	April 1, 2024 – June 30, 2024
November 15, 2024	July 1, 2024 – September 30, 2024
February 15, 2025	October 1, 2024 – December 31, 2024
May 15, 2025	January 1, 2025 – March 31, 2025
August 15, 2025	April 1, 2025 – June 30, 2025

Taxes Due to the State. Contractor further 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 that 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>.

Cybersecurity Standard Update 2023-01: Contractor confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with State of Vermont Cybersecurity Standard Update 2023-01, which prohibits the use of certain branded products in State information systems or any vendor system that is supporting State information systems, and is available on-line at: <https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>.

State and Federal Terms for Products and Services. Contractor agrees that “STATE OF VERMONT-FEDERAL TERMS SUPPLEMENT (Non-Construction) for all Contracts and Purchases of Products and Services Using Federal Funds (Revision date: July 28, 2022)” which is attached as Attachment H to this amendment, applies to any products or services provided to the State, at any time, when using federal funds.

This document consists of 6 pages. Except as modified by this Amendment No. 1 all provisions of the Contract remain in full force and effect.

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

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**STATE OF VERMONT**

**CONTRACTOR**

DEPARTMENT OF VERMONT HEALTH ACCESS

AGE WELL, INC.

DocuSigned by:

*Andrea De la Bruere*

5/16/2023

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ANDREA DE LA BRUERE, COMMISSIONER      DATE

280 STATE DRIVE

NOB 1 SOUTH

WATERBURY, VT 05671

PHONE: 802-585-5356

EMAIL: ANDREA.DELABRUERE@VERMONT.GOV

DocuSigned by:

*Jane Catton*

5/16/2023

F9741EA79F16444...

JANE CATTON, CEO, DATE

Age Well

Address: 875 Roosevelt Hwy, Ste. 210

Colchester VT 05446

Email: [jcatton@agewellvt.org](mailto:jcatton@agewellvt.org)

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**ATTACHMENT H  
STATE OF VERMONT- FEDERAL TERMS SUPPLEMENT (Non-Construction)  
for all Contracts and Purchases of Products and Services Using Federal Funds  
(Revision date: July 28, 2022)**

**PROCUREMENT OF RECOVERED MATERIALS**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated Items unless the products cannot be acquired-

1. Competitively within a time frame providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price

Information about this requirement, along with the list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of section 6002 of the Solid Waste Disposal Act.

**CLEAN AIR ACT**

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**FEDERAL WATER POLLUTION CONTROL ACT**

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA. a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989)

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at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

**CONTRACTOR BREACH, ERRORS AND OMISSIONS**

1. Any breach of the terms of this contract, or material errors and omissions in the work product of the contractor must be corrected by the contractor at no cost to the State, and a contractor may be liable for the State's costs and other damages resulting from errors or deficiencies in its performance.
2. Neither the States' review, approval or acceptance of nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract.
3. The rights and remedies of the State provided for under this contract are in addition to any other rights and remedies provided by law or elsewhere in the contract.

**TERMINATION FOR CONVENIENCE**

**1. General**

- a. Any termination for convenience shall be effected by delivery to the Contractor an Order of Termination specifying the termination is for the convenience of the Agency, the extent to which performance of work under the Contract is terminated, and the effective date of the termination.
- b. In the event such termination occurs, without fault and for reasons beyond the control of the Contractor, all completed or partially completed items of work as of the date of termination will be paid for in accordance with the contract payment terms.
- c. No compensation will be allowed for items eliminated from the Contract.
- d. Termination of the Contract, or portion thereof, shall not relieve the Contractor of its contractual responsibilities for work completed and shall not relieve the Contractor's Surety of its obligation for and concerning any just claim arising out of the work performed.

**2. Contractor Obligations**

After receipt of the Notice of Termination and except as otherwise directed by the State, the Contractor shall immediately proceed to:

- a. To the extent specified in the Notice of Termination, stop work under the Contract on the date specified.
- b. Place no further orders or subcontracts for materials, services, and/or facilities except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
- c. Terminate and cancel any orders or subcontracts for related to the services, except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.

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d. Transfer to the State all completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would be required to be furnished to the State.

e. Take other action as may be necessary or as directed by the State for the protection and preservation of the property related to the contract which is in the possession of the contractor and in which the State has or may acquire any interest.

f. Make available to the State all cost and other records relevant to a determination of an equitable settlement.

**3. Claim by Contractor**

After receipt of the Notice of Termination from the state, the Contractor shall submit any claim for additional costs not covered herein or elsewhere in the Contract within 60 days of the effective termination date, and not thereafter. Should the Contractor fail to submit a claim within the 60-day period, the State may, at its sole discretion, based on information available to it, determine what, if any, compensation is due the Contractor and pay the Contractor the determined amount.

**4. Negotiation**

Negotiation to settle a timely claim shall be for the sole purpose of reaching a settlement equitable to both the Contractor and the State. To the extent settlement is properly based on Contractor costs, settlement shall be based on actual costs incurred by the Contractor, as reflected by the contract rates. Consequential damages, loss of overhead, loss of overhead contribution of any kind, and/or loss of anticipated profits on work not performed shall not be included in the Contractor's claim and will not be considered, allowed, or included as part of any settlement.