

STATE OF VERMONT
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Vermont Health Access (the "State") and Beverly Adcock, with a principal place of business in Plainview, Texas (the "Contractor") that the contract between them originally dated as of January 17, 2020, Contract # 39565, 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 \$19,950.00 to \$39,900.00, representing an increase of \$19,950.00.
- II. **Contract Term.** The Contract end date, wherever such reference appears in the Contract, shall be changed from January 16, 2021 to January 16, 2022. The Contract Term may be renewed for two additional one-year periods upon agreement between the Parties.
- III. **Standard Contract.** Section 9, Attachments of Standard Contract of the base Contract is hereby deleted in its entirety and replaced as set forth below. Due to clerical error, Attachment D, Modifications of Customary Provisions of Attachment C or Attachment F was omitted from the original list in the base Contract.

9. **Attachments.** This contract consists of 17 pages including the following attachments which are incorporated herein:

Attachment A - Statement of Work

Attachment B - Payment Provisions

Attachment C –Standard State Provisions for Contracts and Grants

Attachment D – Modification of Customary Provisions of Attachment C or Attachment F

Attachment F - Agency of Human Services' Customary Contract/Grant Provisions

Standard Contract. Section 10, Order of Precedence is hereby is hereby deleted in its entirety and replaced as set forth below.

10. Order of Precedence. Any ambiguity, conflict or inconsistency between the documents comprising this contract shall be resolved according to the following order of precedence:

- (1) Standard Contract
- (2) Attachment D
- (3) Attachment C
- (4) Attachment F
- (5) Attachment A
- (6) Attachment B

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

Section 7 of Attachment B is hereby deleted in its entirety and replaced as set forth below to this Amendment.

7. The maximum amount payable under this contract for services shall not exceed \$39,900.00.

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

This document consists of Two (2) pages. Except as modified by this Amendment No. 1, 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.

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

BY THE STATE OF VERMONT:

BY BEVERLY ADCOCK

CORY GUSTAFSON, COMMISSIONER DATE
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