

It is agreed by and between the State of Vermont, Agency of Human Services, **Department of Vermont Health Access** (hereinafter called "State") and **Vermont Legal Aid, Inc.** (hereinafter called "Grantee") that the grant agreement between the State and the Grantee for the provision of health care ombudsman services entered into July 1, 2009 is hereby amended effective July 1, 2011 as follows:

**By replacing in Amendment #1, Item # 2 (Maximum Amount) on page 1 of 15 with the following:**

3. Maximum Amount: In consideration of the services to be performed by the Grantee, the State agrees to pay the Grantee, in accordance with the payment provisions specified in Attachment B, at sum not exceed \$921,738.

**By replacing in Amendment #1, Item #3 (Grant Term) on page 1 of 15 with the following:**

4. Grant Term: The period of the Grantee's performance shall begin on July 1<sup>st</sup> 2009, and end on June 30<sup>th</sup> 2012.

**By replacing in Amendment #1, Item #7 (Payment Provisions) on page 2 of 15 with the following:**

**ATTACHMENT B**  
**PAYMENT PROVISIONS**

1. The State will pay the Grantee a sum not to exceed \$921,738 for the period of July 1, 2009 through June 30, 2012.
2. The State will pay the Subrecipient the sum of three hundred seven thousand, two hundred forty-six dollars (\$307,246.00) for the twelve month period from July 1, 2011 through June 30, 2012. The Subrecipient shall invoice DVHA for one twelfth of the grant amount for each month of the twelve month period from July 1, 2011 through June 30, 2012. The Subrecipient will provide a categorical expenditure report for each quarter (September, December, March, and June) detailing work performed pursuant to this grant.
3. The Grantee agrees to a 2% retainage from each monthly invoice. The retainage will accumulate during each quarter (1<sup>st</sup> quarter: July, August, September; 2<sup>nd</sup> quarter: October, November, December; 3<sup>rd</sup> quarter: Jan, Feb, Mar; 4<sup>th</sup> quarter: Apr, May, Jun). The Grantee can invoice for the retainage after the conclusion of each quarter (in the months of October, January, April, and July). The State will pay the retainage to the Grantee unless it has notified the Grantee that Subrecipient has failed to perform one or more of the Grant requirements set forth in Attachment A of this grant.

The Grantee may forfeit all or part of the retainage. However, before any suspension or forfeiture of retainage funds occurs, the DVHA will give written notice to the Grantee of the nature of such failure/breach and provide Grantee with a 15 calendar day opportunity to cure such failure/breach. If a failure/breach cannot be reasonably cured within such 15 day period, at the DVHA's discretion, the Grantee may be given a longer period to correct the failure/breach.

**Total Grant Budget**

Category of Expenditure	SFY 2010 Budget	SFY 2011 Budget	SFY 2012 Budget
<b>Personnel</b>			
Project Director	\$ -	\$ 44,772	\$45,408.76
Health Care Ombudsman Attorneys	\$ 51,902	\$ 2,254	\$16,466.37
Health Care Counselors	\$ 84,560	\$ 87,597	\$83,981.23
Administrative Support	\$ 24,105	\$ 23,403	\$17,684.00
Clerical Support	\$ 7,338	\$ 9,992	\$11,958.50
Total Salaries	\$ 167,905	\$ 168,018	\$175,498.87
Fringe Benefits	\$ 88,505	\$ 87,650	\$97,662.74
<b>Total Personnel Costs</b>	<b>\$ 256,410</b>	<b>\$ 255,668</b>	<b>\$273,161.61</b>
<b>Operating Costs:</b>			
Occupancy	\$ 29,686	\$ 26,751	\$14,832.91
Telephone	\$ 1,056	\$ 1,258	\$752.52
Office Supplies	\$ 1,331	\$ 2,692	\$2,950.40
Postage	\$ 1,388	\$ -	-
Equipment Rental and Repair	\$ 1,529	\$ 2,002	\$1,547.69
Network Maintenance	\$ 3,031	\$ 5,504	\$2,844.35
Depreciation	\$ 2,108	\$ 1,761	\$1,850.68
Insurance	\$ 77	\$ -	-
Law Library	\$ 1,738	\$ 1,901	\$1,246.09
Management Expenses	\$ 1,354	\$ -	-
Employment Advertising	\$ 296	\$ -	-
Administrative Support	\$ -	\$ 5,848	\$2,480.12
<b>Total Operating Expenses</b>	<b>\$ 43,593</b>	<b>\$ 47,717</b>	<b>\$22,927.87</b>
<b>Grant Specific Costs</b>			
Training and Conferences	\$ 2,440	\$ 914	\$2,400.59
Litigation	\$ 94	\$ -	-
Publications, Community Outreach	\$ 1,139	\$ -	-
Travel	\$ 2,087	\$ 1,573	\$1,034.07
Long Distance Calls	\$ 1,482	\$ -	-
Other Direct Costs	\$ -	\$ 1,374	\$2,144.97
<b>Total Grant Specific Costs</b>	<b>\$ 7,242</b>	<b>\$ 3,861</b>	<b>\$6,825.72</b>
<b>Grand Total</b>	<b>\$ 307,246</b>	<b>\$ 307,246</b>	<b>\$307,246</b>

Variances of the budget in the Personnel, Operating, or Grant Specific categories shall not exceed 10% without prior approval from DVHA.

Invoices should be sent to:

Lindsay Wells  
 Department of Vermont Health Access  
 312 Hurricane Lane, Suite 201  
 Williston, VT 05498-2087

Payment of invoices shall be rendered contingent upon the State's timely receipt of Quarterly reports and other deliverables as may be set forth in Attachment A, Specifications of Work To Be Performed.

Payments to the Grantee under this grant agreement shall, in the aggregate, including any and all costs and expenses, not exceed \$921,378.00.

This amendment consists of 3 pages. Except as modified by this amendment and any previous amendments, all provisions of this grant (#03410-218-10) dated July 1, 2009 shall remain unchanged and in full force and effect.

**WE, THE UNDERSIGNED PARTIES, AGREE TO BE BOUND BY THIS GRANT.**

STATE OF VERMONT

By:

Susan W Besio

Susan Besio, Commissioner

AHS/DVHA

Date: 6/15/11

GRANTEE

By:

Ethel A. L. Jensen

Name: (Print) Ethel A. L. Jensen

Title: Executive Director

Date: 6/13/11