

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 "Subrecipient") that the grant agreement between the State and the Subrecipient for the provision of health care ombudsman services entered into July 1, 2009 is hereby amended effective June 30, 2013 as follows:

**1. By deleting Section 3 (Maximum Amount) on page 1 of 23 of the base agreement, and as changed by Amendments 1, 2, and 3, and substituting in lieu thereof the following Section 3:**

**3. Maximum Amount:** In consideration of the services to be performed by the Subrecipient, the State agrees to pay the Subrecipient, in accordance with the payment provisions specified in Attachment B, at sum not exceed \$1,532,607.00.

**2. By deleting Section 4 (Grant Term) on page 1 of 23 of the base agreement, and as changed by Amendments 1, 2, & 3, and substituting in lieu thereof the following Section 4:**

**4. Grant Term:** The period of the Subrecipient's performance shall begin on July 1<sup>st</sup> 2009, and end on December 31, 2013.

**3. By adding to Attachment A (Scope of Work to Be Performed), beginning on page 3 of 23 of the Base agreement and as changed by Amendment 1, the following:**

24. For the following section, "health insurance" and "health insurer" is defined as set out under 8 V.S.A. § 4089v. Subrecipient shall:

- A. Provide information to individuals regarding their obligations and responsibilities under the Patient Protection and Affordable Care Act (Public Law 111-148);
- B. Provide information to individuals regarding federal advance premium tax credits and cost sharing reductions available under the Patient Protection and Affordable Care Act (Public Law 111-148) and the state premium and cost sharing assistance available under 2013 Acts and Resolves No. 50;
- C. Assist health insurance consumers with health insurance plan selection by providing referrals to Vermont Health Connect's consumer services program. This includes Navigators, In-Person Assistors, and consumer call center. Subrecipient will receive referrals from Vermont Health Connect's consumer services program when health insurance consumers have questions or issues beyond the scope of Vermont Health Connect's consumer services program;
- D. Assist health insurance consumers with qualified health plans who have questions, complaints, grievances, or appeals regarding his or her qualified health plan, coverage, or a determination under that qualified health plan or coverage;
- E. Assist health insurance consumers with grievances, appeals, and other issues involving Vermont Health Connect or qualified health plans;

- F. Identify, investigate and resolve complaints on behalf of individual health insurance consumers enrolled in or attempting to enroll in health insurance through Vermont Health Connect and assist those consumers with the filing and pursuit of complaints and appeals;
- G. Provide information to the public, Vermont Health Connect, the State, and State affiliates regarding problems and concerns of health insurance consumers and make recommendations for resolving those problems and concerns;
- H. Analyze and monitor the development and implementation of federal, state and local laws, regulations and policies relating to health insurance offered through Vermont Health Connect and recommend changes as necessary;
- I. Facilitate public comment on laws, regulations, and policies related to Vermont Health Connect, including policies and actions of health insurers;
- J. Develop and maintain an on-going process for assessing and monitoring health insurance consumer interests in relation to Vermont Health Connect;
- K. Pursue administrative, judicial, and other remedies on behalf of any individual health insurance consumer, or group of consumers, enrolled or attempting to enroll into health insurance through Vermont Health Connect;
- L. Review draft notices produced by Vermont Health Connect and recommend changes as necessary;
- M. Perform outreach activities to Vermonters about Vermont Health Connect, the options for individuals to access coverage, the availability of financial help and decision-making tools, the appeals processes of the State, and the role of the Health Care Ombudsman and how to access the Health Care Ombudsman;
- N. Make information obtained through its Health Care Ombudsman functions available to Vermont Health Connect consistent with the State's established confidentiality policies and rules. Subrecipient and Vermont Health Connect shall develop a mutually agreeable arrangement for sharing information between Vermont Health Connect's consumer services function, including Navigators and call center, and the Health Care Ombudsman in order to facilitate the processing and resolution of complaints and to avoid duplication of services. The Subrecipient shall use a release form to be sent to consumers who use the Health Care Ombudsman that specifies the information that will be shared with Vermont Health Connect and State with the consumer's permission. Subrecipient shall report to Vermont Health Connect any systemic issues it identifies, and describe the information used to make the determination.

**By deleting on page 4 of 23 of the base agreement, Section 8A, as changed by Amendment 1 and substituting in lieu there of the following Section 8A:**

## **8. REPORTING**

- A. Subrecipient shall submit quarterly statistical reports to the State which indicate:
  - 1. The number of complaints opened, pending and closed;

2. A breakdown by complaint type, including: whether the complaint was related to Vermont Health Connect or plans offered on Vermont Health Connect, whether each complaint was verified, the manner of disposition, a categorization of the complainants' demographic information regarding the complaints, and the number of days necessary to resolve each complaint.

The quarterly report will also include a qualitative and quantitative description of Subrecipient's outreach activities regarding Vermont Health Connect. Quarterly reports shall be due three (3) weeks following the end of the quarter. The State reserves the right to revise these reporting requirements and require submission of such additional information, or regrouping of the data into such different categories as the State deems necessary to administer this Grant, and to identify and address significant problems with Vermont Health Connect and other problems in Vermont's health insurance/Medicaid market. The State will work with the Subrecipient to assure such reporting requirements are not unduly burdensome.

**4. By deleting Attachment B (Payment Provisions) in its entirety beginning on page 8 of 23 of the Base agreement and as changed by Amendments 1, 2 & 3, and substituting in lieu thereof the following Attachment B:**

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

The maximum dollar amount payable under this agreement is not intended as any form of a guaranteed amount. The Grantor will be paid for services specified in Attachment A, or services actually performed, up to the maximum allowable amount up to the maximum allowable amount specified in this agreement. This amount will be paid in the following manner:

1. The State will pay the Subrecipient a sum not to exceed \$1,532,607.00 for the period of July 1, 2009 through December 31, 2013.
2. The State will pay the Subrecipient a sum of three hundred seven thousand, two hundred forty-six dollars (\$307,246) for the six-month period from July 1, 2013 through December 31, 2013 after services are rendered. The Subrecipient shall invoice the State for one sixth of the grant amount for each month of the six month period from July 1, 2013 through December 31, 2013. The Subrecipient will provide a categorical expenditure report for each quarter (September, December) detailing work performed pursuant to this grant.
3. The Subrecipient 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). The Subrecipient can invoice for the retainage after the conclusion of each quarter (in the months of October, January). The State will pay the retainage to the Subrecipient unless it has notified the Subrecipient that Subrecipient has failed to perform one or more of the Grant requirements set forth in Attachment A of this grant.

The Subrecipient may forfeit all or part of the retainage. However, before any suspension or forfeiture of retainage funds occurs, the State will give written notice to the Subrecipient of the nature of such failure/breach and provide Subrecipient 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 State's discretion, the Subrecipient 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>

Category of Expenditure	SFY2013 Budget	SFY2014 Budget
<b><u>Salaries</u></b>		
Project Director	\$26,368.81	19,567.26
Attorneys	\$21,642.09	25,685.14
Lay Advocates and Para Professional Staff	\$94,983.61	78,372.04
Management Professional Staff	\$23,497.74	26,169.45
Clerical Support	\$8,638.71	9,696.60
<b>Total Salary</b>	<b>\$ 175,130.96</b>	<b>159,490.51</b>
<b><u>Fringe Benefits</u></b>		
FICA	\$ 10,939.08	12,201.02
Health Insurance	\$ 57,300.42	70,201.77
Pension Contribution	\$ 4,289.84	4,728.74
Other Benefits (LTD, UC, WC, Malpractice, Other Leave, etc.)	\$ 4,464.05	4,822.13
<b>Total Fringe Benefits</b>	<b>\$ 76,993.39</b>	<b>91,953.66</b>
<b>Total Personal Services:</b>	<b>\$ 252,124.35</b>	<b>251,444.17</b>
<b><u>Operating Expenses</u></b>		
Occupancy	\$ 28,157.49	23,843.76
Office Supplies and Other Office Overhead	\$ 3,273.05	3,119.80
Equipment Rental, Repair and Maintenance	\$ 2,312.03	2,166.71
Computer Service and Support	\$ 5,803.08	7,750.83
<b>Total Operating:</b>	<b>\$ 39,545.65</b>	<b>36,881.10</b>
<b><u>Grant or Contract Specific Expenses</u></b>		
Travel	\$ 2,303.02	780.40
Training	\$4,747.68	2,924.88
Law Library	\$814.03	1,356.70
Other Specific Costs	\$1,620.89	1,197.63
<b>Total Specific Expenses:</b>	<b>\$9,485.61</b>	<b>6,259.61</b>
<b><u>Administrative Overhead</u></b>		
Administrative Support Expenses	\$2,942.20	4,975.90
Depreciation	\$3,148.20	3,939.24
<b>Total Administrative Overhead:</b>	<b>\$6,090.39</b>	<b>8,915.14</b>
<b>Total Costs:</b>	<b>\$307,246.00</b>	<b>\$303,500</b>
<b>OVERALL GRANT TOTAL</b>		<b>\$1,532,484</b>

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

Invoices should be sent to:

Business Office, Grants and Contracts Unit  
 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.

4. By deleting beginning on page 10 of 23 of the base agreement, and as updated by Amendment 3, Attachment C in its entirety, and substituting in lieu thereof the following Attachment C:

**ATTACHMENT C  
CUSTOMARY PROVISIONS FOR CONTRACTS AND GRANTS**

1. **Entire Agreement.** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
2. **Applicable Law.** This Agreement will be governed by the laws of the State of Vermont.
3. **Definitions:** For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.
4. **Appropriations:** If appropriations are insufficient to support this Agreement, the State may cancel on a date agreed to by the parties or upon the expiration or reduction of existing appropriation authority. In the case that this Agreement is funded in whole or in part by federal or other non-State funds, and in the event those funds become unavailable or reduced, the State may suspend or cancel this Agreement immediately, and the State shall have no obligation to fund this Agreement from State revenues.
5. **No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
6. **Independence, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The Party shall notify its insurance company and the State within 10 days of receiving any claim for damages, notice of claims, pre-claims, or service of judgments or claims, for any act or omissions in the performance of this Agreement.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

7. **Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverage is in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverage and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

**Workers Compensation:** With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

**General Liability and Property Damage:** With respect to all operations performed under the Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence

\$1,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

**Automotive Liability:** The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

**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 \$N/A per occurrence, and \$N/A aggregate.

8. **Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.

**9. Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a single audit is required for the prior fiscal year. If a single audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

A single audit is required if the subrecipient expends \$500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a single audit is required.

**10. Records Available for Audit:** The Party will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of the Agreement and for three years thereafter for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement.

**11. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of Title 21V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.

**12. Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

**13. Taxes Due to the State:**

- a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party 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.
- c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

**14. Child Support:** (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:

- a. is not under any obligation to pay child support; or
- b. is under such an obligation and is in good standing with respect to that obligation; or
- c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

**15. Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

Notwithstanding the foregoing, the State agrees that the Party may assign this agreement, including all of the Party's rights and obligations hereunder, to any successor in interest to the Party arising out of the sale of or reorganization of the Party.

**16. No Gifts or Gratuities:** Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

**17. Copies:** All written reports prepared under this Agreement will be printed using both sides of the paper.

**18. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party'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.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at:

<http://bgs.vermont.gov/purchasing/debarment>

**19. Certification Regarding Use of State Funds:** In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

This amendment consists of 10 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**

**SUBRECIPIENT**

**By:**

**By:**

\_\_\_\_\_

\_\_\_\_\_

**Mark Larson, Commissioner**

**Name: (Print)** \_\_\_\_\_

**AHS/DVHA**

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_