

AMENDMENT

It is agreed by and between the State of Vermont, Department of Vermont Health Access (hereafter called the "State") and Vermont Legal Aid, Inc. through its Medicare Advocacy Project (hereafter called the "Grantee") that the grant on the subject of to increase Medicare recoveries to offset Medicaid Program Costs, effective July 1, 2014, is hereby amended effective June 30, 2015 as follows:

1. By deleting Section 3 (Maximum Amount) on page 1 of 24 of the base agreement, and substituting in lieu thereof the following Section 3:

3. Maximum Amount: In consideration of services to be performed by the Grantee, the State agrees to pay the Grantee, per payment provisions specified in Attachment B, a sum not to exceed **\$1,095,966.**

2. By deleting Section 4 (Grant Term) on page 1 of 24 of the base agreement, and substituting in lieu thereof the following Section 4:

4. Grant Term: The effective date of this Grant Agreement shall be July 1, 2014 and end on June 30, 2016. This grant may be renewed for an additional one (1), one (1) year terms beyond the original term of this grant as agreed by both parties.

3. By replacing Section 9 (Contact Persons for this Award) on page 1 of 24 of the base agreement, with the following:

	<u>State Program Manager</u>	<u>State Fiscal Manager</u>	<u>For the Subrecipient</u>
Name:	Debbie Austin	Natalie Elvidge	Eric Avildsen
Phone #:	802-879-5951	802-879-7956	802-383-2240
E-mail:	Debbie.Austin@state.vt.us	Natalie.Elvidge@state.vt.us	eavildsen@vtlegalaid.org

4. By deleting on page 5 of 24, Quality Assurance #1 below,

QUALITY ASSURANCE

1. The term of this grant follows the State's fiscal year, July 1, 2014 through June 30, 2015. In order to allow timely review of this grant in advance of the next fiscal year, the Subrecipient's performance will be evaluated based on the Subrecipient's recoveries in the previous calendar year. Specifically, renewal of this grant for the fiscal year starting July 2015 would be based on the overall performance during the 2014 calendar year.

and substituting in lieu thereof:

QUALITY ASSURANCE

1. The term of this grant follows the State's fiscal year, July 1, 2015 through June 30, 2016. In order to allow timely review of this grant in advance of the next fiscal year, the Subrecipient's performance will be evaluated

based on the Subrecipient's recoveries in the previous calendar year. Specifically, renewal of this grant for the fiscal year starting July 2016 would be based on the overall performance during the 2015 calendar year.

5. By deleting on page 5 of 24, Medicare Advocacy Project Staff, and substituting in lieu thereof the following:

**MEDICARE ADVOCACY PROJECT STAFF
(as of April 1st, 2015)**

Michael Benvenuto, Project Director* 43 Plains Rd, Jericho, VT 05465 (802) 383-2224 mbenvenuto@vtlegalaid.org Burlington Office	Rachel Seelig, Staff Attorney* 71 Rose St #4, Burlington, VT 05401 (802) 383-2217 rseelig@vtlegalaid.org Burlington Office
Bill Dysart* 88 Blackbird Lane, Charlotte, VT 05445 (802) 383-2228 bdysart@vtlegalaid.org Burlington Office	Sean Londergan* 24 East St. # B, Rutland, VT 05701 (802) 775-1122 ex 424 slondergan@vtlegalaid.org Rutland Office
Carolyn Jarrett* 1096 Lightening Ridge Road , Plainfield, VT 05667 (802) 223-7990 ex 223 cjarrett@vtlegalaid.org Montpelier Office	
Springfield Office Staff:	
Jacob Speidel, Staff Attorney* 130 Eureka Road, Springfield, VT 05156 (802) 885-4604 ex 601 jspeidel@vtlegalaid.org	Leslie Kreek, Paralegal* RR 1, Box 592, Walpole, NH 03068 (802) 885-4604, ext. 631 lkreek@vtlegalaid.org
Charlene Wakefield, MAP Tech 617 Davidson Road, Westminster, VT 05158 (802) 885-4604, ext.629 cwakefield@vtlegalaid.org	Jeanine Farnsworth, MAP Tech 13 Clement Road, Springfield, VT 05156 (802) 885-4604, ext. 623 jfarnsworth@vtlegalaid.org

* part-time employees of MAP

6. By deleting on page 6 of 24, Attachment B (Payment Provisions) 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 Subrecipient will be paid for services specified in Attachment A, for services actually performed, up to the maximum allowable amount specified in this agreement. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are included in this attachment. The following provisions specifying payments are:

The State will pay Subrecipient the sum of five hundred and forty-seven thousand, nine hundred eighty-three dollars (\$547,983.00) for the twelve month period from July 1, 2015 through June 30, 2016. This amount will be paid by the State in twelve equal monthly installments of \$45,665.25 payable on upon receipt commencing July 1, 2015. Such monthly installments shall be precipitated by a letter of request for payment from the Subrecipient submitted to:

Natalie Elvidge
DVHA Business Office, Contracting Unit
Department of Vermont Health Access
312 Hurricane Lane, Suite 201
Williston, Vermont 05495-2806

Subrecipient's budget for the operation of the Medicare Advocacy Project during the term of this grant is as follows:

SFY 2015 Cost Basis	
<u>Personnel</u>	
Project Director	\$ 35,466.35
Attorneys	\$ 80,979.82
Lay Advocates and Para Professional Staff	\$ 132,007.54
Management Professional Staff	\$ 41,908.96
Clerical Support	\$ 29,360.93
<i>Total Salaries:</i>	\$ 319,723.59
<i>Fringe Benefits:</i>	\$ 136,470.39
Total Personnel:	\$ 456,193.98
<u>Operating Costs</u>	
Occupancy	\$ 42,751.15
Office Supplies and Other Office Overhead	\$ 4,433.51
Telephone Service	\$ 2,751.49
Copiers and Other Office Equipment	\$ 2,785.45
Computer Services and Support	\$ 8,977.57
Total Operating:	\$ 61,699.17
<u>Grant or Contract Specific Expenses</u>	
Travel	\$ 5,973.30
Training	\$ 5,809.04

VERMONT LEGAL AID

AMENDMENT # 1

Law Library	\$	2,655.27
Other Specific Costs	\$	659.10
Total Specific Expenses:	\$	15,096.70
<u>Administrative Overhead</u>		
Administrative Support Expenses	\$	9,301.92
Depreciation	\$	5,691.24
Total Administrative Overhead:	\$	14,993.15
TOTAL COSTS:	\$	547,983.00

SFY 2016 Cost Basis

<u>Personnel</u>		
Project Director	\$	49,780.82
Attorneys	\$	85,605.08
Lay Advocates and Para Professional Staff	\$	120,199.08
Management Professional Staff	\$	43,942.59
Clerical and Support Services	\$	29,077.29
<i>Total Salaries</i>	\$	328,604.85
<u>Fringe Benefits</u>		
FICA and Medicare	\$	25,138.27
Health Insurance	\$	85,339.28
Pension	\$	9,858.15
Other Benefits (LTD, UC, WC, Leave, etc.)	\$	7,418.66
<i>Fringe Benefits</i>	\$	127,754.36
Total Personnel:	\$	456,359.21
<u>Operating Costs</u>		
Occupancy	\$	42,308.87
Office Supplies and Other Office Overhead	\$	7,285.89
Copiers and Other Office Equipment	\$	2,720.34
Computer Services and Support	\$	12,679.92
Total Operating:	\$	64,995.02
<u>Grant or Contract Specific Expenses</u>		
Travel	\$	7,495.28
Training	\$	2,889.67
Law Library	\$	1,940.09
Other Specific Costs	\$	3,436.30
Total Specific Expenses:	\$	15,761.33
<u>Administrative Overhead</u>		

Administrative Support Expenses	\$	6,054.72
Depreciation	\$	4,812.71
Total Administrative Overhead:	\$	10,867.44
TOTAL COSTS:	\$	547,983.00

Travel and expenses are included in the monthly fixed price. The Grantee is responsible for adhering to the State required per diem rates and limits as outlined in Bulletin 3.4.

- 7. By deleting Attachment C (Customary Provisions For Contracts And Grants) on page 8 of 24 of the base agreement, and substituting in lieu thereof the following Attachment C, beginning on page 6 of this amendment.**

This amendment consists of 10 pages. Except as modified by this amendment and any previous amendments, all provisions of this grant, (#03410-1105-15) dated **July 1, 2014** shall remain unchanged and in full force and effect.

STATE OF VERMONT

GRANTEE

DEPARTMENT OF VERMONT HEALTH ACCESS

VERMONT LEGAL AID

STEVEN COSTANTINO, COMMISSIONER DATE
AHS/DVHA
312 Hurricane Lane, Suite 201
Williston, VT 05495-2087
Phone: 802-879-5901
Email: Steven.Costantino@state.vt.us

ERIC AVILDSSEN, EXECUTIVE DIRECTOR DATE
VERMONT LEGAL AID
P.O. Box 1367
Burlington, VT 05402
Phone: 802-383-2240

ATTACHMENT C: STANDARD STATE 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 this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient 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.

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 coverages are 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 coverages 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 contract, 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 \$ \$1,000,000 per occurrence, and \$ \$1,000,000 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.

For fiscal years ending before December 25, 2015, 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. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. 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 shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law 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.
- 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 all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

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.

20. Internal Controls: In the case that this Agreement is an award that is funded in whole or in part by Federal funds, in accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

21. Mandatory Disclosures: In the case that this Agreement is an award funded in whole or in part by Federal funds, in accordance with 2CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the

imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

22. Conflict of Interest: Party must disclose in writing any potential conflict of interest in accordance with Uniform Guidance §200.112, Bulletin 5 Section IX and Bulletin 3.5 Section IV.B.

(End of Standard Provisions)

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