

# DVHA Routing Form

Type of Agreement: Contract      Agreement #: 18262      Form of Agreement: Amendment      Amendment #: 3

Name of Recipient: Rural Community Transit, Inc.      Vendor #: 1805

Agreement Manager: Bill Clark      Phone #: 879-5958

Brief Explanation of Agreement: Amendment adds six months of funding for transportation services.

Start Date: October 1, 2010      End Date: December 31, 2011      Maximum Amount: \$518,198.00

Amendments Only:      Maximum Prior Amount: \$351,493.00      Percentage of Change: ~~47.43%~~ 107.23%

Bid Process (Contracts Only):     Standard     Simplified     Sole Source     Statutory     Master Contract SOW

Funding Source

Global Commitment 93.778	\$518,198.00		

Contents of Attached Packet

- |   |  |  |
|---|--|--|
| <input checked="" type="checkbox"/> AA-14               | <input type="checkbox"/> Attachments A, B, C & F                     | <input type="checkbox"/> Attachment G - Academic Research      |
| <input checked="" type="checkbox"/> Sole Source Memo    | <input type="checkbox"/> Attachment D - Modifications to C & F       | <input type="checkbox"/> MOU                                   |
| <input type="checkbox"/> Qualitative/Justification Memo | <input type="checkbox"/> Attachment E - Business Associate Agreement | <input checked="" type="checkbox"/> Other: <b>Amendment #3</b> |

Reviewer	Reviewer Initials	Date In	Date Out
DVHA Grant & Contract Administrator	Kate Jones	7/14	7/14
DVHA BO	Jill Gould	7/14/11	7/14/11
DVHA Commissioner	Lori Collins	7/14/11	7/14/11
AHS Attorney General	Seth Steinzor		7/22/11
Following Approvals for Contracts Only:			
AHS CIO	Angela Roule		
AHS Central Office	Martha Faber		
AHS Secretary	Patrick Flood, Dept Sec		

Vision Account Codes: Paid for through HP and the MMIS system

	Initials & Date
<input type="checkbox"/> Subrecipient Module Entry	_____
<input type="checkbox"/> FFATA Entry	_____

Vision PO #: \_\_\_\_\_

**STATE OF VERMONT CONTRACT SUMMARY AND CERTIFICATION ----- Form AA-14 (10/18/2010)**

Note: All sections are required. Incomplete forms will be returned to department.

**CHECK ONLY ONE BOX IF APPLICABLE:**

ARRA Contract

ACA Contract

**I. CONTRACT INFORMATION:**

Agency/Department: AHS/ DVHA Contract #: 18262 Amendment #: 3  
 Vendor Name: Rural Community Transit, Inc. (RCTI) VISION Vendor No: 1805  
 Vendor Address: 492 Bay Street, Suite 1, St. Johnsbury, VT 05819  
 Starting Date: 10/1/2010 Ending Date: 12/31/2011 Amendment Date: **UPON EXECUTION**  
 Summary of agreement or amendment: Amendment adds six months of funding for transportation services

**II. FINANCIAL INFORMATION**

Maximum Payable: \$518,198 Prior Maximum: \$ 351,493 Prior Contract # (If Renewal):  
 Current Amendment: \$166,705 Cumulative amendments: \$ 268,141 % Cumulative Change: ~~107.25%~~ 100.57%  
 Business Unit(s): 03410 VISION Account: 507600

**III. PERFORMANCE INFORMATION**

Does this Agreement include Performance Measures tied to Outcomes and/or financial reward/penalties?  Yes  No

Estimated Funding Split: G-Fund % S-Fund % F-Fund % GC-Fund 100.00 % Other %

**III. PUBLIC COMPETITION**

The agency has taken reasonable steps to control the price of the contract or procurement grant and to allow qualified organizations to compete for the work authorized by this contract. The agency has done this through:

Standard bid or RFP  Simplified Bid  Sole Sourced  Qualification Based Selection  Statutory

**IV. TYPE OF AGREEMENT & PERFORMANCE INFORMATION**

Check all that apply:  Service  Personal Service  Architect/Engineer  Construction  Marketing  
 Information Technology  Other, describe:

**V. SUITABILITY FOR CONTRACT FOR SERVICE**

Yes  No  n/a If this is a Personal Service contract, does this agreement meet all 3 parts of the "ABC" definition of independent contractor? (See Bulletin 3.5) If NO, then contractor must be paid through Payroll

**VI. CONFLICT OF INTEREST**

By signing below, I certify that no person able to control or influence award of this contract had a pecuniary interest in its award or performance, either personally or through a member of his or her household, family, or business.

Yes  No Is there an "appearance" of a conflict of interest so that a reasonable person may conclude that this party was selected for improper reasons: (If yes, explain)

**VII. PRIOR APPROVALS REQUIRED OR REQUESTED**

Yes  No Agreement must be approved by the Attorney General under 3 VSA §311(a)(10) (personal service)  
 Yes  No I request the Attorney General review this agreement as to form  
 No, already performed by in-house AAG or counsel: \_\_\_\_\_ (initial)  
 Yes  No Agreement must be approved by the Comm. of DII; for IT hardware, software or services and Telecommunications over \$100,000  
 Yes  No Agreement must be approved by the CMO; for Marketing services over \$15,000  
 Yes  No Agreement must be approved by Comm. Human Resources (privatization and retiree contracts)  
 Yes  No Agreement must be approved by the Secretary of Administration

**VIII. AGENCY/DEPARTMENT HEAD CERTIFICATION; APPROVAL**

I have made reasonable inquiry as to the accuracy of the above information:

7/14/11 Robert Collins 7/29/11 Patricia F Lord  
 Date Agency / Department Head Date Agency Secretary or Other Department Head (if required)  
 7/22/11 [Signature]  
 Date Approval by Attorney General Date Approved by Commissioner of Human Resources  
 00/0/11 [Signature]  
 Date CIO (initial) Date CMO (initial) Date Secretary of Administration [Signature] 8/4/11

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**State of Vermont**  
**Department of Vermont Health Access**  
312 Hurricane Lane, Suite 201  
Williston VT 05495-2807  
[www.dvha.vermont.gov](http://www.dvha.vermont.gov)

*Agency of Human Services*  
[Phone] 802-879-5900  
[Fax] 802-879-5651

**MEMORANDUM**

**TO:** Job Spaulding; Secretary, Agency of Administration (AOA)

**FROM:** Lori Collins; Acting Commissioner, Department of Vermont Health Access (DVHA)

**THROUGH:** Douglas Racine; Secretary, Agency of Human Services (AHS) *PF for DL 7/29/11*

**DATE:** July 13, 2011

**SUBJECT:** Approval for Sole-Source Contract for:  
Rural Community Transportation, Inc. (Contract # 18262)  
Duration is: 10/01/10 – 12/31/11  
Value of Contract: \$351,493 Proposed Increase: \$166,705

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DVHA seeks to follow up with its recent extension amendments with an amendment that adds additional funding to the contract. When the extension amendment was finalized, we incorrectly calculated that there was enough money remaining in each contract to fund an additional six months of work. In reality, we do not have enough funding available to continue our transportation contracts. We have instructed providers to hold off on invoicing DVHA as long as possible while the current amendments are in review.

The contractors raised an issue about the lack of additional funding close to the contract's end date of 6/30/11 (before extension), although it was too late to rectify the problem without the contract expiring. Contractors have signed their six month extensions without funding to continue to the working relationship, but in good faith that funding would be added in a new amendment.

The maximum contract amount was calculated to allow us to level-fund the six-month extension of the contract term. Using the current monthly invoice amount, we added six more months of funding. We also pro-rated the criminal background checks and Volunteer Recruitment and Retention funds for an additional six months.

This contract covers the administrative costs associated with the Non-Emergency Medicaid Transportation (NEMT) program for this broker. The administrative costs in this contract are identical to those paid in the previous fiscal year. Our performance measures have been working well, accruing savings for this program achieved through a decrease in utilization of the program. Utilization costs are paid as claims through the Medicaid Management Information System



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(MMIS). We will reduce utilization by identifying and correcting inefficiencies and fraudulent/wasteful utilization.

The funding for this contract will be covered by the Global Commitment to Health Appropriations and complies with all mandatory provisions of AOA Bulletin 3.5.

AOA Approval: \_\_\_\_\_

**APPROVED**

  
\_\_\_\_\_  
Secretary of Administration *Deputy*

Date 08/05/12

**AMENDMENT**

It is agreed by and between the State of Vermont, Department of Vermont Health Access (hereafter called the "State") and Rural Community Transit, Inc. (hereafter called the "Contractor") that the contract on the subject of Medicaid transportation services, effective October 1, 2010, is hereby amended effective upon execution, as follows:

**By deleting on page 1 of 6 in Amendment #1, Section 3 (Maximum Amount) and substituting in lieu thereof the following Section 3:**

**3. Maximum Amount:** In consideration of the services to be performed by the Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$287,389.

**By deleting on pages 4-5 of 6 in Amendment #1, Section 1 (Summary of Billable Services), and substituting in lieu thereof the following Section 1:**

<b>TYPE OF SERVICE</b>	<b>TYPE OF PAYMENT</b>	<b>DESCRIPTION</b>	<b>SCHEDULE</b>	<b>MAXIMUM UNDER THIS CONTRACT</b>	<b>NOTES</b>
Administrative (General)	Monthly Administrative Fee	Payment for administrative services		\$372,855	
Volunteer Recruitment and Retention	Pass Through	Limited payment will be made to help offset volunteer mileage incurred for the unnecessary dispatch for Medicaid, under certain circumstances, at the current GSA rate plus \$2.94 per incident (a round trip) until the funds for this purpose are exhausted.	Line Item ("VRR") on Monthly Invoice	\$38,907	Contractor/Broker must retain documents, to make available to the DVHA upon request, which verifies this request for payment.
National Criminal Record Check	Pass Through	Per manual: see Attachment O	Line Item ("NCR") on Monthly Invoice	\$3,333	Contractor/Broker must retain documents, to make available to the DVHA upon request, which verifies this request for payment.
Taxi: VCIC Checks	Pass Through	Per manual: see Attachment O	Line Item ("Taxi VCIC") on Monthly Invoice	\$1,667	Contractor/Broker must retain documents, to make available to the DVHA upon request, which verifies this request for payment.
<b>MAXIMUM UNDER THIS CONTRACT</b>				<b>\$518,198</b>	

**STATE OF VERMONT**  
**AMENDMENT TO CONTRACT FOR PERSONAL SERVICES**  
**Rural Community Transit, Inc.**

**Page 2 of 2**  
**Contract # 18262**  
**Amendment #3**

This amendment consists of 2 pages. Except as modified by this amendment and any previous amendments, all provisions of this contract, (#18262) dated October 1, 2010, shall remain unchanged and in full force and effect.

**STATE OF VERMONT**  
**Department of Vermont Health Access**

**CONTRACTOR**  
**Rural Community Transit, Inc.**

Date: 9-21-11

Date: [Signature]

