AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Vermont Health Access (hereafter called the "State") and Special Services Transportation Agency (hereafter called the "Contractor") that the contract on the subject of Medicaid Non-Emergency Medical Transportation services, effective October 1, 2010, is hereby amended effective December 31, 2011 as follows:

By deleting on pages 5 of 115 in Attachment B of the base agreement, Section 2 (Retainage) and substituting in lieu thereof the following Section 2:

2. Retainage. Contractor agrees to a 5% retainage from each monthly invoice. Contractor can invoice for the retainage after the conclusion of each subsequent month. The State will not reimburse this retainage to the Contractor unless the Contractor successfully submits all requested reports and documentation due for that particular month.

   An invoice will not be considered complete, and therefore will not be paid, unless all required reports for the invoice period have been submitted to the State.

   The Contractor may forfeit all or part of the retainage if the following performance measures are not met during the invoice period:

   Required Performance Measures and Reports

   1. Call wait times – beneficiaries should have to wait fewer than three minutes to speak to a live person 90% of the time, averaged monthly. The report should provide an average of the call wait times for the month. If a Contractor does not possess an automated voice system, the report should include the total number of calls received as well as the number of calls that were not answered in fewer than three minutes.
   2. Ability to Accommodate properly scheduled rides - The Contractor must be able to accommodate 100% of all eligible ride request if the request was made by the beneficiary with at least 48 hours of advance notice (weekend hours do not count towards this total). The Contractor must submit a report that describes any rides the Contractor was not able to accommodate (for rides scheduled with at least 48 hours advance notice) This report should describe the reasons for these exceptions. Rides that require extraordinary coordination/handling, air, rail or out-of-state bus travel are not included in this performance expectation.
   3. Driver payment logs – a summary of the payment history for volunteers for the month. 90% of the drivers should be paid within 45 days of the receipt of valid invoices. Any exceptions should be noted, along with any explanations.
   4. A complaint log - This report will include Contractor responses to those issues. This contract does not include a specific measure for customer satisfaction; however, the State reserves the right to hold retainage funds if the Contractor's actions deviate from the NEMT manual and result in an interruption to a members transportation benefits.
   5. Monthly usage totals - This report will include beneficiary name and UID, date, mode of transport, pick up address, and destination for all trips provided during the invoice period.

   If the State determines that one or more performance measures have not been met, the Contractor will receive written notice of the deficiency as well as the amount of money the Contractor is at

risk of forfeiting. The State will consider the severity of the deficiency and determine the amount of funding that may be forfeited by the Contractor. This amount will not exceed the full retainage amount for the invoice period. The Contractor will then have 15 days to respond with a corrective action plan to address the deficiency. If the State approves the corrective action plan and the Contractor meets the performance measures in the following invoice period, the State will release the retained funds. If the Contractor fails to correct the deficiency, the Contractor will permanently forfeit the funds. At the State's discretion, the Contractor may be given a longer period to correct the performance deficiency.

If the Contractor wishes to dispute any decision that results in forfeited funding, the Contractor may request a meeting with the Commissioner of the State (or his/her delegate) to discuss the decision.

By deleting on page 36 of 116 of the base agreement, the "Non Public Transit Route Charges" Section of Attachment L and substituting in lieu thereof the following Non Public Transit Route Charges:

Non Public Transit Route Charges

Hourly Rate / Vans Only (Medicaid Only)	$[current Contractor rate]
Hourly Rate / Vans Only (Combined Ridership)	$[current Contractor rate]
Hourly Rate / Sedans	Cannot be higher than lowest current utilized local taxi rate

By deleting on page 36-37 of 115 of the base agreement, the "Volunteer Driver Charges" Section of Attachment L and substituting in lieu thereof the following Volunteer Driver Charges:

Volunteer Driver Charges

Please describe practice for computing charges and list the amounts charged to:

Medicaid Riders	Refer to current published GSA rate
Combined Ridership	Refer to current published GSA rate

Are mileage charges prorated when multiple riders are carried by one volunteer driver?

_X_Yes ___No. If no, explain_____

By deleting on page 3 of 115 of the base agreement, Attachment A (Specifications of Work to be Performed) in its entirety, and substituting in lieu thereof the following Attachment A:

Non-Emergency Medical Transportation (NEMT) is a covered service for beneficiaries enrolled in traditional and Primary Care Plus (PCPlus) Medicaid and the Dr. Dynasaur programs and is provided through personal services contracts between the State of Vermont, Agency of Human Services (AHS), the

State, and local public transit Contractors. The Vermont areas/towns assigned to each Contractor are included in this contract as Attachment H.
In general, the Contractor secures appropriate NEMT for eligible beneficiaries using volunteer drivers, taxis, vans, buses, etc. and according to the requirements, duties, terms and conditions of this contract. The Contractor is subject to service approval, claims processing and utilization review.

Under this contract, the Contractor also secures transportation, upon request/authorization, for the Reach-Up Program, Disability Determination Services and for the Ladies First Program.

The Contractor is contacted directly by the State, Medicaid beneficiaries, or by organizations acting on their behalf. These include the Department for Families and Children (DCF), the Vermont Department of Health (VDH), community mental health clinics, hospital social services, the Office of Alcohol and Drug Abuse, the Department of Disabilities, Aging, and Independent Living (DAIL), Area Agencies/Councils on Aging, other state and public offices.

The Contractor shall administer the NEMT program for their assigned region in accordance with the associated "Non-Emergency Medical Transportation Procedure Manual" dated 1/01/11. This manual can be amended by the State with a 30 day notice. If any manual changes have a significant impact ($1,000 or more annually) on the costs associated with running the NEMT program, both parties shall agree to negotiate in good faith to modify Attachment B through a formal contract amendment.

During the contract term, the State will perform an audit of Contractor's practices to ensure compliance with the terms of this contract.

By deleting on page 1 of 9 in Amendment #1, Section 4 (Contract Term) and substituting in lieu thereof the following Section 4

4. **Contract Term:** The period of the Contractor's performance shall begin on October 1st, 2010 and end on June 30th, 2012.

By deleting on page 1 of 1 in Amendment #2, 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 $.

By deleting on pages 1 of 1 in Amendment #2 (Summary of Billable Services) and substituting in lieu thereof the following Summary of Billable Services:

TYPE OF SERVICE	TYPE OF PAYMENT	DESCRIPTION	SCHEDULE	MAXIMUM UNDER THIS CONTRACT	NOTES
Administrative (General)	Monthly Administrative Fee	Payment for administrative services		$266,343	

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	Not Available	Contractor must retain documents, to make available to the State upon request, which verifies this request for payment.
National Criminal Record Check	Pass Through	Per manual	Line Item ("NCRC") on Monthly Invoice	$4,666	Contractor must retain documents, to make available to the State upon request, which verifies this request for payment.
Taxi: VCIC Checks	Pass Through	Per manual	Line Item ("Taxi VCIC") on Monthly Invoice	$2,334	Contractor must retain documents, to make available to the State upon request, which verifies this request for payment.
Potential Savings Incentive	Conditional	Per contract language	N/A	Not Available	
Maximum Under This Contract:				**$273,343**	

This Amendment consists of five pages. Except as modified by this Amendment and any previous Amendments, all provisions of this contract (# 18263), dated October 1, 2010, shall remain unchanged and in full force and effect.

STATE OF VERMONT

Department of Vermont Health Access

E-SIGNed by Victoria Loner
on 2011-12-27

By: _____
Vicki Loner, Deputy Commissioner

Date: Dec 27, 2011

CONTRACTOR

Special Services Transportation Agency

E-SIGNed by Murray Benner
on 2011-12-30

By: _____

Date: Dec 30, 2011