

AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Vermont Health Access (hereafter called the "State") and Rural Community Transportation, Inc. (hereafter called the "Contractor") that the contract on the subject of Medicaid Non-Emergency Medical Transportation services, effective July 1, 2012, is hereby amended effective August 29th, 2012 as follows:

1. By deleting on page 1 of 20, 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 \$2,957,735.00

2. By adding the following language to the end of Attachment A on page 4 of 20:

Contractual Events

Due to contractual events occurring with another State transportation broker, as of August 29th, 2012 the Contractor will have an expanded service area. The previous contractor will no longer be providing services in Orange County, Vermont and the Contractor agrees to expand their capacity to serve the following towns:

Topsham
Newbury
Corinth
Bradford
Brookfield
Chelsea
Vershire
West Fairlee
Fairlee
Braintree
Randolph
Tunbridge
Strafford
Thetford

In regards to payment terms in Attachment B, the Contractor's PMPM will be modified and calculated in the following manner:

$$((A+B)/C)/12 = \text{PMPM Dollar amount}$$

"A" equals the annual cost, based on FY' 12 Cost Allocation Plan data, for NEMT services (admin and direct) for the traditional service of the Contractor.

"B" equals the annual cost for NEMT services (admin and direct) for the towns listed above.

"C" equals the total number of unique individuals served in the entire service area (including the new towns listed above).

This PMPM amount will not be less than \$100 and will not exceed \$167. When the State finishes analyzing data for the specific towns listed above, an actual PMPM dollar amount will be determined based on this formula. The State will inform the Contractor of the actual PMPM dollar amount no later than September 1, 2012. All information used to calculate the PMPM will be made available to the Contractor for verification of the PMPM.

The State maintains that the NEMT manual shall apply to all services provided to beneficiaries in Orange County, and that the existing methodology outlined in Attachment B will apply for payments to the Contractor for services rendered.

3. By deleting the following language from page 5 of 20 in Attachment B (Payment Provisions):

The following formula will be used to convert to PMPM to a PMPW for the purpose of making weekly payments to the Contractor: $(PMPM \times 12)/52$

The Contractor's PMPM dollar amount is \$100.96.

And substituting in lieu thereof the following language:

The Contractor's PMPM dollar amount is \$100.96, until the methodology and terms specified in the "Contractual Events" section of Attachment A dictates the new PMPM to the Contractor.

This amendment consists of 2 pages. Except as modified by this amendment and any previous amendments, all provisions of this contract, (#22155) dated July 1, 2012 shall remain unchanged and in full force and effect.

STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS

CONTRACTOR
RURAL COMMUNITY TRANSPORTATION, INC.

MARK LARSON, COMMISSIONER DATE

MARY GRANT, EXECUTIVE DIRECTOR DATE