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State of Vermont
Agency of Human Services
Office of Vermont Health Access
321 Hurricane Lane, Suite 201
Williston, Vermont 05495
(802) 879-5900

Amendment to Memorandum of Agreement

Date: February 27, 2008

To: Patricia Crocker, Executive Director, Vermont Public Transportation Association (VPTA)

From: Joshua Slen, Director

RE: SFY 07/08 VPTA Transportation Provider Agreement

This is an amendment to the Addendum to the Memorandum of Agreement (MOA) between the Vermont Public Transportation Association (VPTA) and Office of Vermont Health Access (OVHA) dated June 19, 2006 ("Parent MOA") that will extend the SFY 07 VPTA Transportation Provider Agreement through June 30, 2008.

By adding the following to the Memorandum of Agreement Attachment B:

The State will authorize the final payment (June 30th, 2008) based on the following conditions:

1. VPTA completes all work requirements according to the standards described in Attachment A.
2. VPTA provides the State with all required documentation of completion as described in Attachment A.
3. State accepts all documentation provided by the VPTA.

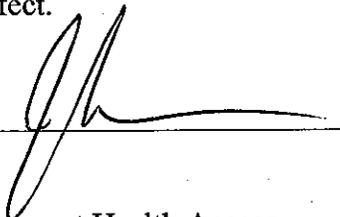
By substituting the original Attachment B Payment Schedule for SFY 07 with Attachment B Payment Schedule for SFY 07 & 08 which is found within this amendment on page 3.

By substituting the original Attachment C – Customary State Contract Provisions listed on page 1 of the SFY '07 VPTA Memorandum of Agreement with Attachment C – Customary State Contract Provisions revised April 24, 2007 which is found within this amendment on page 4.

By adding to Attachments listed on page 1 of the SFY '07 VPTA Memorandum of Agreement Attachment I AHS Customary Contract Provisions release date 4/24/07 which is found within this amendment on page 7.

By adding to Attachments listed on page 1 of the SFY '07 VPTA Memorandum of Agreement Attachment J Transition Plan which is found within this amendment on page 10.

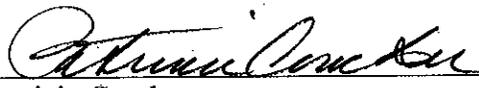
The amendment to the Memorandum of Agreement consists of 11 pages. Except as modified by the above amendment, all provisions of this previous agreement dated June 19, 2006, shall remain unchanged and in full force and effect.



Joshua Slen
Director
Office of Vermont Health Access

3-5-2008

Date

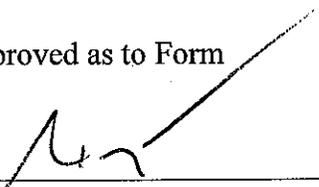


Patricia Crocker
Executive Director
Vermont Public Transportation Association

2/29/08

Date

Approved as to Form



Attorney General

2/28/08

Date

**Attachment B
Payment Schedule for SFY 07/08**

VPTA, Provider #1001689

Date	Schedule Payment	YTD Total
July 7, 2006	325,224.17	
September 1, 2006	325,224.17	
November 3, 2006	325,224.17	
January 5, 2006	325,224.17	
March 2, 2007	325,224.17	
April 13, 2007 (One Time Payment)	41,005.78	
May 4, 2007	325,224.17	
Subtotal SFY 07		<u>1,992,350.80</u>
July 6, 2007	171,266.92	
August 31, 2007	171,266.91	
September 7, 2007	171,266.92	
October 5, 2007	171,266.92	
November 2, 2007	171,266.92	
December 2, 2007	171,266.92	
January 2, 2008	171,266.92	
February 2, 2008	171,266.92	
March 2, 2008	171,266.92	
April 2, 2008	171,266.92	
May 2, 2008	171,266.92	
6/30/2008 Final Payment	171,266.92	
Subtotal SFY 08		<u>2,055,203.03</u>
Total Maximum Payment for SFY 07/08		<u>\$4,047,553.83</u>

ATTACHMENT C-CUSTOMARY STATE CONTRACT ROVISIONS

1. **Entire Agreement.** This contract 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 contract will be governed by the laws of the State of Vermont.
3. **Appropriations.** If this contract extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this contract, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriations authority.
4. **No Employee Benefits for Contractors.** The contractor 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 contract. The contractor 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 contractor, and information as to contract income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
5. **Independence, Liability.** The contractor will act in an independent capacity and not as officers or employees of the State. The Contractor shall indemnify, defend, and hold harmless the State and its officers and employees from liability and any claims, suits, judgments, and damages arising as a result of the contractor's acts and/or omissions in the performance of this contract. The contractor 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 contract.
6. **Insurance.** Before commencing work on this contract the contractor must provide certificates of insurance to show that the following minimum coverage is in effect. The contractor must notify the State no more than 10 days after receiving cancellation notice of any required insurance policy. It is the responsibility of the contractor to maintain current certificates of insurance on file with the State through the term of the contract. Failure to maintain the required insurance shall constitute a material breach of this contract.

Workers' Compensation: With respect to all operations performed, the contractor 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 contractor 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

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

Professional Liability: Before commencing work on this contract and throughout the term of this contract, the contractor shall procure and maintain professional liability insurance for any and all services performed under this contract, with minimum coverage of N/A per occurrence.

No warranty is made that the coverage and limits listed herein are adequate to cover and protect the interests of the contractor for the contractor's operations. These are solely minimums that have been established to protect the interests of the State.

7. **Reliance by the State on Representations.** All payments by the State under this contract will be made in reliance upon the accuracy of all prior representations by the contractor, including but not limited to bills, invoices, progress reports and other proofs of work.
8. **Records Available for Audit.** The contractor 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 contract 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 contract.
9. **Fair Employment Practices and Americans with Disabilities Act.** Contractor agrees to comply with the requirement of Title 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Contractor shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the contractor under this contract. Contractor further agrees to include this provision in all subcontracts.
10. **Set Off.** The State may set off any sums which the contractor owes the State against any sums due the contractor under this contract; 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.
11. **Taxes Due to the State.**
 - a. Contractor 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. Contractor certifies under the pains and penalties of perjury that, as of the date the contract is signed, the contractor 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. Contractor understands that final payment under this contract may be withheld if the Commissioner of Taxes determines that the contractor 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. Contractor also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the contractor has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the contractor has no further legal recourse to contest the amounts due.

12. **Child Support.** (Applicable if the contractor is a natural person, not a corporation or partnership.) Contractor states that, as of the date the contract is signed, he/she:
- is not under any obligation to pay child support; or
 - is under such an obligation and is in good standing with respect to that obligation; or
 - has agreed to a payment plan with the Vermont Office of Child Support and is in full compliance with that plan.

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

13. **Subcontractors.** Contractor shall not assign or subcontract the performance of this agreement or any portion thereof to any other contractor without the prior written approval of the State. Contractor also agrees to include in all subcontract agreements a tax certification in accordance with paragraph 11 above.

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

14. **No Gifts or Gratuities.** Contractor 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 contract.
15. **Copies.** All written reports prepared under this contract will be printed using both sides of the paper.
16. **Certification Regarding Debarment.** Contractor certifies under pains and penalties of perjury that, as of the date that this contract is signed, neither contractor nor contractor'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.

ATTACHMENT I

Agency of Human Services Customary Contract Provisions

1. **Agency of Human Services:** Field Services Directors will share oversight with the department (or office) that is a party to the contract for provider performance using outcomes, processes, terms and conditions agreed to under this contract.
2. **2-1-1 Data Base:** The contractor will ensure that relevant descriptive information regarding its agency, programs and/or contact information is contained in Vermont's 211 database and is accurate and up to date.
3. **Medicaid Program Contractors:**

Inspection of Records. Any contracts accessing payments for services through the Global Commitment to Health Waiver and Vermont Medicaid program must fulfill state and federal legal requirements to enable the Agency of Human Services (AHS), the United States Department of Health and Human Services (DHHS) and the Government Accounting Office (GAO) to :

 - Evaluate through inspection or other means the quality, appropriateness, and timeliness of services performed; and
 - Inspect and audit any financial records of such contractor or subcontractor.

Subcontracting for Medicaid Services: Having a subcontract does not terminate the contractor, receiving funds under Vermont's Medicaid program, from its responsibility to ensure that all activities under this agreement are carried out. Subcontracts must specify the activities and reporting responsibilities of the contractor or subcontractor and provide for revoking delegation or imposing other sanctions if the contractor or subcontractor's performance is inadequate. The contractor agrees to make available upon request to the Agency of Human Services; the Office of Vermont Health Access; the Department of Disabilities, Aging and Independent Living; and the Center for Medicare and Medicaid Services (CMS) all contracts and subcontracts between the contractor and service providers.

Medicaid Notification of Termination Requirements: Any contractor accessing payments for services under the Global Commitment to Health Waiver and Medicaid programs who terminates their practice will follow the Office of Vermont Health Access, Managed Care Organization enrollee notification requirements.

Encounter Data: Any contractor accessing payments for services through the Global Commitment to Health Waiver and Vermont Medicaid programs must provide encounter data to the Agency of Human Services and/or its departments and ensure that it can be linked to enrollee eligibility files maintained by the State.
4. **Non-discrimination Based on National Origin as evidenced by Limited English Proficiency.** The contractor agrees to comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, et seq., and with the federal guidelines promulgated pursuant to Executive Order 13166 of 2000, which require that contractors and subcontractors receiving federal funds must assure that persons with limited English proficiency can meaningfully access services. To the extent the contractor provides assistance to individuals with limited English proficiency through the use of oral or written translation or interpretive services in compliance with this requirement, such individuals cannot be required to pay for such services.
5. **Voter Registration.** When designated by the Secretary of State, the contractor agrees to become a voter registration agency as defined by 17 V.S.A. §2103 (41), and to comply with the requirements of state and federal law pertaining to such agencies.
6. **Drug Free Workplace Act.** The contractor will assure a drug-free workplace in accordance with 45 CFR Part 76.
7. **Privacy and Security Standards.**

Protected Health Information: The contractor shall maintain the privacy and security of all individually identifiable health information acquired by or provided to it as a part of the performance of this contract. The contractor shall follow federal and state law relating to privacy and security of individually identifiable health information as applicable, including the Health Insurance Portability and Accountability Act (HIPPA) and its federal regulations.

Substance Abuse Treatment Information: The confidentiality of any alcohol and drug abuse treatment information acquired by or provided to the contractor or subcontractor shall be maintained in compliance with any applicable state or federal laws or regulations and specifically set out in 42 CFR Part 2.

Other Confidential Consumer Information: The contractor agrees to comply with the requirements of AHS Rule No. 96-23 concerning access to information. The contractor agrees to comply with any applicable Vermont State Statute, including but not limited to 12 V.S.A. §1612 and any applicable Board of Health confidentiality regulations. The contractor shall ensure that all of its employees and subcontractors performing services under this agreement understand the sensitive nature of the information that they may have access to and sign an affirmation of understanding regarding the information's confidential and non-public nature.

Social Security numbers: The contractor agrees to comply with all applicable Vermont State Statutes to assure protection and security of personal information, including protection from identity theft as outlined in Title 9, Vermont Statutes Annotated, Ch. 62.

8. **Abuse Registry.** The contractor agrees not to employ any individual, use any volunteer, or otherwise provide reimbursement to any individual who provides care, custody, treatment, services, or supervision to children or vulnerable adults if there is a substantiation of abuse or neglect or exploitation against that individual. The contractor will check the Adult Abuse Registry in the Department of Disabilities, Aging and Independent Living. Unless the contractor holds a valid child care license or registration from the Division of Child Development, Department for Children and Families, the contractor shall also check the Central Child Abuse Registry. (See 33 V.S.A. §4919 & 33 V.S.A. §6911).
9. **Child Abuse Reporting.** Notwithstanding the provision of 33 V.S.A. §4913(a) any agent or employee of the contractor who has reasonable cause to believe that a child has been abused or neglected as defined in Chapter 49 of Title 33 V.S.A. shall report the suspected abuse or neglect to the Commissioner of the Department for Children and Families within one working day. The report shall contain the information required by 33 V.S.A. §4914.
10. **Work Product Ownership.** All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract - including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video or audio, pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and printouts, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this contract shall be and remain the property of the State of Vermont and shall be delivered to the State of Vermont upon 30 days notice by the State. With respect to software computer programs and / or source codes developed for the State, the work shall be considered "work for hire," i.e., the State, not the contractor or subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed.
11. **Software Development.** Without exception or alternate options, it is the State's policy that any application software which is purchased to support a business, operational or service delivery, activity of state government must include the licensing or ownership of the source code. The source code must be delivered to, and reside in, the state agency or department that supports and/or maintains the application and must be available for modification and/or maintenance by state personnel at the sole discretion and option of the State. Source code held in escrow by a third party does not meet the requirement of this

policy.

12. **Intellectual Property Ownership.** All work products and items delivered or produced under this agreement will be the exclusive property of the State of Vermont. This includes, but is not limited to, software, documentation, and development materials. The contractor shall not sell or copyright a work product or item produced under this contract without explicit permission from the State. The contractor shall not make information entered in the application available for uses by any other party than the State of Vermont without prior authorization by the State.
13. **Lobbying.** No federal funds under this agreement may be used to influence or attempt to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendments other than federal appropriated funds.
14. **Non-discrimination.** The contractor will prohibit discrimination on the basis of age under the Age Discrimination Act of 1975, on the basis of handicap under section 504 of the Rehabilitation Act of 1973, on the basis of sex under Title IX of the Education Amendments of 1972, or on the basis of race, color or national origin under Title VI of the Civil Rights Act of 1964. No person shall on the grounds of sex (including, in the case of a woman, on the grounds that the woman is pregnant) or on the grounds of religion, be excluded from participation in, be denied the benefits of, or be subjected to discrimination, to include sexual harassment, under any program or activity supported by state and/or federal funds.
15. **Environmental Tobacco Smoke.** Public Law 103-227, also known as the Pro-children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, child care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds.

The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, & Children (WIC) coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

Contractors are prohibited from promoting the use of tobacco products for all clients. Facilities supported by state and federal funds are prohibited from making tobacco products available to minors.

Revised AHS -4/24/07

Attachment J – Transitional Plan

The OVHA plans to issue a Request for Proposal (RFP) to select a vendor to implement and operate a Medicaid/Reach Up Transportation Program. In the event that a vendor other than VPTA is selected in response to the RFP, VPTA agrees to provide the OVHA (or the OVHA's designee) during the period commencing May 15, 2008 and ending not later than June 30, 2008, with the documentation, process instruction and technical assistance to support the successful transition of:

Finance and Management

- Centralized Medicaid Billing
- Reconciliation of EDS Remittance Advices (RAs) to transportation broker Program Reports (Invoices)
- Internal auditor functions of billing through reconciliation process, as well as through monitoring mode costs to insure that "the least expensive mode appropriate to client needs" is selected while conserving OVHA resources.
- Resolution of claims payments and processing issues.
- Detailed quarterly and annual statistical reports on transportation expenditures by month, broker, mode and program.
- Resource for OVHA as a central point of contact for most program questions relative to billing and service.
- Central annual, independent financial and overall compliance audit for OVHA.
- Detailed accounting records, annual independent audits of brokers, and insurance certificates for all brokers in Central files.
- Insuring that brokers and sub-contractors are safe, reliable and provide the best quality service available to meet client needs.
- Processing invoices that are submitted by June 30, 2008. Responsibility for processing invoices after that date will rest with the new contractor.
- Assuming responsibility for closeout and audit of the SFY '07/'08 agreement once the transition is completed on June 30, 2008.

Broker Support and Technical Assistance

- Up-to-date statewide dispatching and billing software. Any use of VPTA software is provided on an "as is" basis.
- Technical assistance with compliance with changing software needs.
- Software and other process improvements. Any use of VPTA software shall be on an "as is" basis.
- Identification of a computer consultant to provide management information systems software and data management programs that work with EDS systems.
- Staff support, management and troubleshooting services for software for billing and tracking
- Resolution of broker's questions relative to payments and denied claims.
- Technical assistance with the procedures for establishing a capital account and line of credit to support brokers awaiting claims payments or in emergency situations (i.e., equipment failures or systemic failures to assure uninterrupted service)
- Annual paperwork for brokers to retain provider numbers.
- Forms dispensed to Brokers as needed and process for updating them up on EDS' codes and software protocols, Medicaid Regulations, Specialized Passenger Service Needs, and HIPAA compliance.
- Transitioning proper insurance and other characteristics of service to deliver services successfully.
- Process for implementing new operations in regions that are transitioning service to new providers or where there have been systemic failures due to external events.

- Process and documentation for arranging out-of-state travel; process for acting as a pre-payment guarantor for clients needing out-of-state services.
- Individual brokers will have no expenses or responsibilities related to the transition and the transition provisions will not be included in any subcontracts with brokers.

Client Relations

- A statewide toll free line 1-877-5RIDEVT (1-877-574-3388) and process for referring callers to appropriate service provider and/or program for covered services.
- Mediating disputes and/or resolving problems between brokers and clients when special situations or complaints arise.
- Calling upon the broker network to fill capacity gaps between areas on a regular basis.
- Approving doctor referrals for unusual or out-of-state trips.
- Booking lodging at approved locations to ensure that only covered services are provided by having accommodation billed directly to credit account.
- Arranging special transportation by rail or air transports for out-of-state travel working directly with case workers and clients while insuring the least cost, most appropriate mode is selected.
- Advance bookings and direct billing procedures cover the cost of out-of-state travel and lodging that would otherwise present a burden to small providers or clients.
- Works closely with OVHA staff to ensure that objectives and parameters of the Medicaid transportation component are met while complying with guidelines in the transportation manual.
- Management of the Chittenden County Bus Pass Program Eligibility, Billing and Accounting.

Other

- VPTA will provide transition services using its existing staff members, during normal work hours.
- VPTA will not be required to pay for out of pocket costs for transition services.
- VPTA will pass along the computer software currently in use, but this will be provided on an "as is" basis. VPTA shall not bear any responsibility whatsoever for that software once it is installed by a new user.