

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

CHECK ONLY ONE BOX IF APPLICABLE:

I. CONTRACT INFORMATION:

ARRA Contract

ACA Contract

Agency/Department: AHS/ DVHA Contract #: 18266 Amendment #: 2
 Vendor Name: Chittenden County Transportation Authority VISION Vendor No: 200
 Vendor Address: 15 Industrial Parkway, Burlington, VT 05401
 Starting Date: 10/1/2010 Ending Date: 12/31/2011 Amendment Date: *upon Execution*
 Summary of agreement or amendment: Amendment adds funding for six months of transportation services

II. FINANCIAL INFORMATION

Maximum Payable: \$49,350 Prior Maximum: \$ 29,610 Prior Contract # (If Renewal):
 Current Amendment: \$19,740 Cumulative amendments: \$ 19,740 % Cumulative Change: 66.66 %
 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 *[Signature]* Date Agency Department Head
 7/29/11 *[Signature]* 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
 Date CIO (initial) Date CMO (initial) Date Secretary of Administration *[Signature]* DS 8/4/11

REC'D AUG - 2 2011

State of Vermont
Department of Vermont Health Access
312 Hurricane Lane, Suite 201
Williston VT 05495-2807
www.dvha.vermont.gov

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

MEMORANDUM

TO: Jeb 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 DR 7/29/11*

DATE: July 14, 2011

SUBJECT: Approval for Sole-Source Contract for:
Chittenden County Transportation Authority (CCTA) (Contract # 18266)
Duration is: 10/01/10 – 12/31/11
Value of Contract: \$49,350.00 Proposed Increase: \$19,740.00

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.

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Utilization costs are paid as claims through the Medicaid Management Information System (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.

APPROVED



Secretary of Administration



Date

04/05/01

**STATE OF VERMONT
 AMENDMENT TO CONTRACT FOR PERSONAL SERVICES
 Chittenden County Transportation Authority
 AMENDMENT**

**Page 1 of 1
 Contract # 18266
 Amendment #2**

It is agreed by and between the State of Vermont, Department of Vermont Health Access (hereafter called the "State") and Chittenden County Transportation Authority (hereafter called the "Contractor") that the contract on the subject of Medicaid transportation services, effective October 1, 2010, is hereby amended effective upon execution by both parties, as follows:

By deleting on page 1 of 31, 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 Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$49,350.00.

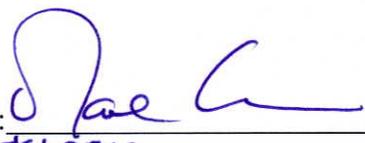
By deleting on page 13 of 31, Section 1 (Summary of Billable Services), and substituting in lieu thereof the following Section 1:

| | TYPE OF PAYMENT | DESCRIPTION | SCHEDULE | MAXIMUM UNDER THIS CONTRACT | NOTES |
|------------------------------------|----------------------------|-------------------------------------|--|------------------------------------|--------------|
| Administrative (General) | Monthly Administrative Fee | Payment for administrative services | \$3290.00/month billed monthly on the 15 th of the month following the month of service | \$49,350.00 | |
| MAXIMUM UNDER THIS CONTRACT | | | | \$49,350.00 | |

This amendment consists of 1 page. Except as modified by this amendment and any previous amendments, all provisions of this contract, (#18266) dated October 1, 2010, shall remain unchanged and in full force and effect.

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

**CONTRACTOR
 Chittenden County Transportation Authority**

By: 
 Mark Larson
 Lori Collins, Acting Commissioner

By: 
 Meredith Birkett, Acting General Manager

Date: 9.9.11

Date: 8/18/11