

**STATE OF VERMONT  
DEPARTMENT OF VERMONT HEALTH ACCESS  
VERMONT PUBLIC TRANSPORTATION ASSOCIATION**

**PAGE 1 OF 8  
CONTRACT #41132  
AMENDMENT #1**

**AMENDMENT**

It is hereby agreed by and between the Parties, State of Vermont, Department of Vermont Health Access (hereinafter called "State"), and Vermont Public Transit Association (herein after called "Contractor"), that Contract #41132 originally dated as of January 1, 2021, is hereby amended December 31, 2022, as follows:

- I. Maximum Amount.** The maximum amount payable under the Contract, wherever such reference appears in the Contract, shall be changed from \$30,599,600.34 to \$38,325,424.01, representing an increase of \$7,725,641.67.
- II. Contract Term.** The Contract end date, wherever such reference appears in the Contract, shall be changed from December 31, 2022 to June 30, 2023. This Contract may be renewed for an additional period(s) not to exceed 18-months or beyond December 31, 2024.
- III. By deleting Number 9 (Attachments) and Number 10 (Order of Precedence) beginning on Page 1 of the base contract and replacing as follows:**

- 9. Attachments.** The contract includes the following attachments, which are incorporated herein:

Attachment A - Specifications of Work to be Performed  
Attachment B - Payment Provisions  
Attachment C - Standard State Provisions for Contracts and Grants  
Attachment E – Business Associate Agreement  
Attachment F - Agency of Human Services' Customary Contract Provisions  
Attachment G – Federal Terms Supplement  
Appendix I – Required Forms

The order of precedence of documents shall be as follows:

- 1). General Introductory Pages of this Agreement, Found at Pages 1-2
- 2). Attachment C
- 3). Attachment G
- 4). Attachment A
- 5). Attachment B
- 6). Attachment E
- 7). Attachment F
- 8). Other Attachments

- IV. By deleting Attachment A, number 7 in its entirety and replacing it as set forth below:**

**7. PERFORMANCE STANDARDS**

The Contractor shall abide by the following performance standards. Whenever such a failure results in a significant negative impact on a Member, Contractor must notify the State immediately.

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<b>Standard</b>	<b>Measure/Target</b>	<b>Reporting Requirements</b>
Provide transportation (in accordance with the NEMT Manual) whenever a trip request is received with at least two business days' advance notice to the Contractor	95% of the time	Contractor will report all cases where standard is not met. This should be included in Provider's monthly report.
Contractor will provide professional and courteous customer service to all Members.	95% of the time	Contractor will report all Complaints and resolutions in the monthly report.
Calls answered Monday to Friday between 7:45 AM and 4:30 PM will be answered by a live person within 3 minutes.	95% of the time	Contractor will report all cases where a Member was on hold for more than 3 minutes. Include in monthly report.
Call abandonment rate shall be minimal. A call will be considered "abandoned" when a Member hangs up before speaking with a live operator.	<5% of all calls are abandoned	Contractor will report all cases where a call was abandoned. Include in monthly report.
Members will arrive on time for their appointments.	95% of the time	Contractor will report all cases where a Member arrived late for an appointment. This report shall document any extraordinary conditions (weather, etc.). Include in monthly report.
Contractor will pick up Member within the timeline of the "On Time Pick Up Window" as defined in the NEMT Manual. This also applies to return trips.	95% of the time	Contractor will report all exceptions as a part of their monthly report.
All provisions of the NEMT Manual and contract shall be met.	98% of the time	Contractor will report all exceptions as a part of their monthly report.
All Complaints shall be logged, with resolution stated. All corresponding documentation shall be kept on file per record keeping instructions per NEMT Manual.	100% of the time	Contractor will report 100% of all complaints received. Exceptions may be allowed by State for good cause shown. Contractor shall supply a summary of Complaints and resolutions to the State monthly.

**Cure:** In the event the Contractor fails to meet reporting and/or service performance standards as referenced above, the State will send written notification and designate a period of time, not to be less than ten (10) business days, in which the Contractor must provide a written response to the notification. Such response may include a corrective action plan which, among other things, will propose a cure period. The State shall review the response and either reject or accept the corrective action plan. If rejected, Contractor will propose a modified corrective action plan based on feedback from the State. Once the corrective action plan has been accepted by the State, Contractor will be afforded a reasonable cure implementation period, not less than twenty (20) business days, during which time the Contractor may remedy the issue and return to compliance.

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**V. By deleting Attachment A, number 8 in its entirety and replacing it as set forth below:**

**8. REPORTING REQUIREMENTS**

Contractor shall submit quarterly financial reports on a template to be provided by State and shall include information from unaudited balance sheet and profit and loss statements with a brief narrative on performance for the quarter; reports must be submitted to State within 30 days following the end of a quarter via email to the DVHA Analytics Unit at [AHS.DVHAAnalyticsUnit@vermont.gov](mailto:AHS.DVHAAnalyticsUnit@vermont.gov). If State reasonably determines that additional information is needed to complete the quarterly financial reports, State shall notify Contractor within 10 business days of receipt of report and Contractor shall resubmit the quarterly reports with the updated information within 10 business days of the request of the State.

The Contractor shall submit to the State a monthly accounting of actual rides provided and background check reports by the end of the following month. This report will be broken down by Mode, Member, and destination; the report shall calculate by month, quarter, and annually based on weekly reporting. The Contractor shall provide a monthly summary of background check results conducted during the reporting period. The Contractor shall also ensure adherence to all requirements regarding screening and background checks as set forth in the NEMT Manual, as long as those manual requirements are consistent with state and federal law.

Contractor shall compile balance sheets and profit and loss statements 90 days after the quarter ends.

The Contractor is required to submit weekly progress reports to the State staff via an email distribution list. The State will provide the Contractor with the names, titles and email addresses that comprise the list.

Within 30 days following the end of the month, Contractor shall submit to State Contract Administrator quarterly and a year-end spreadsheet in Excel format with the following information pertaining to the Medicaid program. Information to include the number and Mode and cost of the trips for the following categories:

- All Selected Trips (i.e. Scheduled-Taken)
- All Member Rescheduled
- All Selected Vendors Rescheduled
- All Members Canceled in Advance
- All No-Show – Members
- All No-Show – Drivers
- All Selected Trips Scheduled within the last 48 hours (i.e. Last-Minute Trip Requests)

**VI. By deleting Attachment B, number 2.A in its entirety and replacing it as set forth below:**

2. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are as follows:

**A. CONTRACT VALUE/QUANTITY**

Contract issuance is contingent upon funding availability. The maximum dollar amount payable under this contract is not intended to guarantee any amount of payment. The Contractor will be paid at the billable rates for services performed, up to the maximum allowable amount. For Calendar Year 2021, the Contractor shall be paid at a rate of \$34.57 PMPW. For Calendar Year

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2022 the Contractor shall be paid at a rate of \$34.75. Beginning Calendar Year 2023 through June 30, 2023, the Contractor shall be paid at a rate of \$34.75.

If the State initiates the Addition of New Programs with the Other Transportation Programs identified in Section 4, the Contractor shall bill at the current PMPW rate for the first six months of the new program.

The following provisions specifying payments are:

- No benefits or insurance will be reimbursed by the State as set forth in Attachment C.
- Payments for the period of January 1, 2021 to December 31, 2021 shall not exceed \$15,148,317.00.
- Payments for the period of January 1, 2022 to December 31, 2022 shall not exceed \$15,451,283.34.
- Payments for the period of January 1, 2023 to June 30, 2023 shall not exceed \$7,725,641.67.

**VII. By deleting Attachment B, number 2.F in its entirety.**

Taxes Due to the State. Contractor further certifies under the pains and penalties of perjury that, as of the date this contract amendment 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.

Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs). Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment 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.

Contractor further certifies under pains and penalties of perjury that, as of the date that this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing-contracting/debarment>.

Cybersecurity Standard Update 2022-01: Contractor confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with State of Vermont Cybersecurity Standard Update 2022-01, which prohibits the use of certain branded products in State information systems or any vendor system that is supporting State information systems, and is available on-line at: <https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>.

State and Federal Terms for Products and Services. Contractor agrees that "STATE OF VERMONT-FEDERAL TERMS SUPPLEMENT (Non-Construction) for all Contracts and Purchases of Products and Services Using Federal Funds (Revision date: July 28, 2022)" which is attached as Attachment

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G to this amendment, applies to any products or services provided to the State, at any time, when using federal funds.

This document consists of 8 pages. Except as modified by this Amendment No. 1 all provisions of the Contract remain in full force and effect.

**WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT**

**STATE OF VERMONT**

**CONTRACTOR**

DEPARTMENT OF VERMONT HEALTH ACCESS

VERMONT PUBLIC TRANSPORTATION ASSOCIATION, INC.

DocuSigned by:

*Andrea De La Bruere* 1/4/2023

DocuSigned by:

*Elaine Haytko* 1/4/2023

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ANDREA DE LA BRUERE, COMMISSIONER      DATE

D4117ADAA13E441...

ELAINE HAYTKO, EXECUTIVE DIRECTOR      DATE

280 State Drive

160 Benmont Avenue, Suite 11

NOB 1 South

Bennington, VT 05201

Waterbury, VT 05671

Phone: 802-440-0501

Phone: 802-585-5356

Email: ehaytko@vptaride.org

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**STATE OF VERMONT- FEDERAL TERMS SUPPLEMENT (Non-Construction)  
for all Contracts and Purchases of Products and Services Using Federal Funds  
(Revision date: July 28, 2022)**

**PROCUREMENT OF RECOVERED MATERIALS**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated Items unless the products cannot be acquired-

1. Competitively within a time frame providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price

Information about this requirement, along with the list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of section 6002 of the Solid Waste Disposal Act.

**CLEAN AIR ACT**

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**FEDERAL WATER POLLUTION CONTROL ACT**

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA. a. Standard. Non-Federal

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entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

**CONTRACTOR BREACH, ERRORS AND OMISSIONS**

1. Any breach of the terms of this contract, or material errors and omissions in the work product of the contractor must be corrected by the contractor at no cost to the State, and a contractor may be liable for the State's costs and other damages resulting from errors or deficiencies in its performance.
2. Neither the States' review, approval or acceptance of nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract.
3. The rights and remedies of the State provided for under this contract are in addition to any other rights and remedies provided by law or elsewhere in the contract.

**TERMINATION FOR CONVENIENCE**

**1. General**

- a. Any termination for convenience shall be effected by delivery to the Contractor an Order of Termination specifying the termination is for the convenience of the Agency, the extent to which performance of work under the Contract is terminated, and the effective date of the termination.
- b. In the event such termination occurs, without fault and for reasons beyond the control of the Contractor, all completed or partially completed items of work as of the date of termination will be paid for in accordance with the contract payment terms.
- c. No compensation will be allowed for items eliminated from the Contract.
- d. Termination of the Contract, or portion thereof, shall not relieve the Contractor of its contractual responsibilities for work completed and shall not relieve the Contractor's Surety of its obligation for and concerning any just claim arising out of the work performed.

**2. Contractor Obligations**

After receipt of the Notice of Termination and except as otherwise directed by the State, the Contractor shall immediately proceed to:

- a. To the extent specified in the Notice of Termination, stop work under the Contract on the date specified.
- b. Place no further orders or subcontracts for materials, services, and/or facilities except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.

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- c. Terminate and cancel any orders or subcontracts for related to the services, except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
- d. Transfer to the State all completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would be required to be furnished to the State.
- e. Take other action as may be necessary or as directed by the State for the protection and preservation of the property related to the contract which is in the possession of the contractor and in which the State has or may acquire any interest.
- f. Make available to the State all cost and other records relevant to a determination of an equitable settlement.

**3. Claim by Contractor**

After receipt of the Notice of Termination from the state, the Contractor shall submit any claim for additional costs not covered herein or elsewhere in the Contract within 60 days of the effective termination date, and not thereafter. Should the Contractor fail to submit a claim within the 60-day period, the State may, at its sole discretion, based on information available to it, determine what, if any, compensation is due the Contractor and pay the Contractor the determined amount.

**4. Negotiation**

Negotiation to settle a timely claim shall be for the sole purpose of reaching a settlement equitable to both the Contractor and the State. To the extent settlement is properly based on Contractor costs, settlement shall be based on actual costs incurred by the Contractor, as reflected by the contract rates. Consequential damages, loss of overhead, loss of overhead contribution of any kind, and/or loss of anticipated profits on work not performed shall not be included in the Contractor's claim and will not be considered, allowed, or included as part of any settlement.