

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

PAGE 1 OF 3
CONTRACT #41132
AMENDMENT #3

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 August 1, 2023, as follows:

- I. Maximum Amount.** The maximum amount payable under the Contract, wherever such reference appears in the Contract, shall be amended from \$55,025,424.01 to \$56,725,424.01, representing an increase of \$1,700,000.00.
- II. By deleting Attachment B, Section 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
1. 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, not to exceed the maximum allowable amount. Under no circumstances will Contractor be paid for products or services delivered or performed, as specified in Attachment A, in excess of the maximum allowable amount specified on page 1 of this Contract or in subsequent amendments.
- i. For Calendar Year 2021, the Contractor shall be paid at a rate of \$34.57 PMPW.
- ii. Beginning January 1, 2022, through June 30, 2024, the Contractor shall be paid at a rate of \$34.75 PMPW.
- iii. Beginning April 14, 2023, the Contractor shall be paid a temporary enhanced rate of \$68.20, inclusive of the PMPW amount listed in Section 2.A.ii above, to be expended for services actually performed and paid by June 30, 2023, not to exceed the appropriated amount of \$1,700,000.00. If this funding is expended prior to June 30, 2023, the prevailing PMPW rate in Section 2.A.ii will be utilized. As necessary, State shall conduct a reconciliation process at the end of this period to ensure the appropriated amount is fully allocated up to and not to exceed \$1,700,000.00 through the PMPW rate. Parties agree that any PMPW payments above \$1,700,000.00 on claims covered by this temporary enhanced PMPW rate are an overpayment, and the State is entitled to recoup these payments. This activity will not require Contractor to resubmit claims. To prevent Contractor from having to reimburse the State for duplicate claims payments, State will initiate weekly recoupments. Should the State take longer than sixty (60) days to recoup any such overpayments on properly submitted claims, such delay will not result in those overpayments being treated as false claims.
- iv. Beginning August 1, 2023, the Contractor shall be paid a temporary enhanced rate of \$40.00, inclusive of the PMPW amount listed in Section 2.A.ii above, to be expended for services actually performed and paid by June 30, 2024 not to exceed the appropriated amount of \$1,700,000.00. If this funding is expended prior to June 30, 2024, the prevailing PMPW rate in Section 2.A.ii will be utilized. As necessary, State shall conduct a reconciliation process at the end of this period to ensure the appropriated amount is fully allocated up to and not to exceed \$1,700,000.00 through the PMPW rate. Parties agree that any PMPW payments above \$1,700,000.00 on claims covered

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

**PAGE 2 OF 3
CONTRACT #41132
AMENDMENT #3**

by this temporary enhanced PMPW rate are an overpayment, and the State is entitled to recoup these payments. This activity will not require Contractor to resubmit claims. To prevent Contractor from having to reimburse the State for duplicate claims payments, State will initiate weekly recoupments. Should the State take longer than sixty (60) days to recoup any such overpayments on properly submitted claims, such delay will not result in those overpayments being treated as false claims.

2. 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.
3. The following provisions specifying payments are:
 - i. No benefits or insurance will be reimbursed by the State as set forth in Attachment C.
 - ii. Payments for the period of January 1, 2021 to December 31, 2021 shall not exceed \$15,148,317.00.
 - iii. Payments for the period of January 1, 2022 to December 31, 2022 shall not exceed \$15,451,283.34.
 - iv. Payments for the period of January 1, 2023 to June 30, 2023 shall not exceed \$9,425,641.67. This includes \$1,700,000.00 temporary rate increase for this period.
 - v. Payments for the period of July 1, 2023 to June 30, 2024 shall not exceed \$16,700,000.00. This includes \$1,700,000.00 temporary rate increase for this period.

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 2023-01: 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 2023-01, 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 OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS
VERMONT PUBLIC TRANSPORTATION ASSOCIATION**

**PAGE 3 OF 3
CONTRACT #41132
AMENDMENT #3**

This document consists of 3 pages. Except as modified by this Amendment No. 3 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

7/28/2023

201029004E7E41E...

ANDREA DE LA BRUERE, COMMISSIONER DATE

280 State Drive

NOB 1 South

Waterbury, VT 05671

Phone: 802-585-5356

Email: Andrea.DeLaBruere@vermont.gov

DocuSigned by:

Elaine Haytko

7/28/2023

0411ADAA15E4441

ELAINE HAYTKO, EXECUTIVE DIRECTOR DATE

160 Benmont Avenue, Suite 11

Bennington, VT 05201

Phone: 802-440-0501

Email: ehaytko@vptaride.org