

**State of Vermont
Older Adults and Persons with Disabilities (O&D) Transportation Program**

**Local Transportation Agreement
Between
Green Mountain Transit (GMT)
And
Town of Richmond**

- I. Purpose:** This is an Agreement between Green Mountain Transit (GMT) and Town of Richmond for transportation services in the Chittenden County area of Vermont under the State of Vermont Agency of Transportation (VTrans) Older Adults and Persons with Disabilities (O&D) Program. This program is generally defined by the “Public Transit Combined Operating and Capital Assistance Handbook and Application” SFY2026 (July 1, 2025 to June 30, 2026).
- II. Period of Performance:** This Agreement is for a 12-month period July 1, 2025 through June 30, 2026.
- III. Description of Services:** This service will cover door-to-door transportation services for the Older Adults (60+) and persons with ADA defined disabilities. The mode of transportation services shall include scheduled and demand responsive services that meet the needs of eligible individuals. The mode of transportation shall be the most cost effective and appropriate based on individual needs, medical circumstances and available community resources.
- a. Volunteer drivers may be used to provide door-to-door transportation services when appropriate and volunteers are available.
- IV. Definitions:** **Town of Richmond** shall be hereafter referred to in this document as the “Agency”.
- V. Rates for Services:** Transportation services will be provided by GMT’s paratransit contractor, Special Services Transportation Agency (SSTA). Rates for service provided through SSTA will be billed according to hourly revenue rate, or “transit rate”, as defined by Attachment A in the agreement.
- a. **Group trips** are when the Agency arranges for a trip of more than one person to ride on the same vehicle at the same time as an organized trip. Group trips will be billed using actual time, from/to the SSTA facility and/or another trip.
 - b. **Transit Rate**, as defined in Attachment A, is a shared ride model that calculates the total revenue hour(s) of a vehicle for a day and bills based on the passengers’ proportion of said hour(s). Current Transit Rate is \$84.50, for all SSTA vehicles, but may be subject to change, with due notice to O&D Partners
 - c. **Cancellations** of less than two hours before the scheduled trip time and **Failure to Board(s)** shall be billed the appropriate charge.
 - d. **Volunteer** drivers may be used whenever possible, as appropriate. If volunteer drivers are used the Agency will be billed: the mileage reimbursement, using the

current IRS standard mileage rate; the applicable brokerage fee(s); and the applicable volunteer management fee as approved annually by GMT.

VI. Funding Levels: Funding levels for the State of Vermont Older Adults and Persons with Disabilities Transportation Program (VTrans O&D Program) for the time period described in Section II of this Agreement for the Agency is defined in Attachment B.

- a. The Agency may amend this agreement to increase the dollar amount available to the Agency via two methods:
 - i. an intra-regional redistribution among one or more other Chittenden County VTrans O&D Program Partner Agency(s); or
 - ii. an inter-regional transfer of funds by the State, which would require an amended State grant agreement with GMT.
- iii. A reallocation of reserve funds by GMT
- iv. Each of these methods would require additional local share from the Agency and an amended local agreement with GMT.

VII. Local Match and Billing: The Agency agrees to reimburse GMT, or its contractor, with Agency funds for the local share (20%) of the service provided within 30 days of receipt of the billing invoice.

VIII. Client/Trip Approval and Review: The Agency is responsible for verifying that clients transported under this Agreement are eligible for service through the VTrans O&D Program and as further defined in the GMT grant application in Section I.

- a. Clients who are Medicaid eligible on the date the trip is scheduled MUST be billed to Medicaid (not the VTrans O&D Program) for reimbursement.
- b. Transportation for clients who are awaiting Medicaid eligibility determinations must be billed to the O&D Program until such determination is made.
- c. If the client is determined to not be Medicaid eligible, transportation provided and paid for directly by the Agency may be billed to the VTrans O&D Program so long as a final invoice for the trip(s) has not been signed by the Agency and presented by SSTA to GMT for payment.
- d. If a Medicaid-eligible client is transported under the O&D program because the Medicaid trip request was denied by the Medicaid program, and SSTA intends to resubmit the Medicaid trip request, SSTA shall notify the Agency of its intention to resubmit. If the resubmitted trip is subsequently approved by Medicaid, SSTA shall issue a credit to the Agency that was billed for the trip under the O&D program.
- e. Clients transported under this Agreement shall be a resident of Chittenden County.
- f. Transportation under this Agreement is limited to trips not specifically provided through any O&D program supported by another Chittenden County Local Partner(s).
- g. The transportation expenses for travel provided under this agreement will be documented separately, showing "ORGINZATION" as the supporting agency, on all data records generated by the contracted provider (SSTA).
- h. The Agency must review, edit and approve monthly bills and client trips to GMT's operations contractor (SSTA) in writing within 7 days of receipt of the monthly bill. Faxed approvals will be acceptable.

IX. Record Retention: All records, financial statements, bills, reports and agreements shall be retained by both parties for three (3) years and be available for audit and inspection by the parties, the public or State and Federal agencies as required by applicable state and federal regulations.

X. Scheduling and Service Standards: Hours and days of service will generally be the same as the GMT fixed route system: Monday through Saturday, 6am to 6pm. However, changes in the hours of service can be adjusted to include evenings and Sundays, if appropriate, and funding allows.

Individuals must request service by calling SSTA (802-878-1527) no later than 5 PM of the day before the requested trip. Clients may also schedule trips up to seven days in advance of the desired travel and/or establish a standing reservation with SSTA. Clients may not change their drop-off destination on the same day as the scheduled trip.

XI. GMT contract with Operations subcontractor: Although it is not a part of this Agreement, the GMT contract with its paratransit contractor may be provided to the Agency so they may understand GMT's relationship with the paratransit contractor.

XII. Confidentiality/Background Checks and Other Criteria: Contract criteria required of O&D transportation providers are identified in the Vermont Agency of Transportation O&D Program Manual, "Vermont Older Adults & Persons with Disabilities Program Manual & Background Check Policy" dated January 3, 2025. These guidelines apply to all drivers employed and/or volunteers. A copy of the current version of the program manual is located at [Vermont OD Program Manual 2025.pdf](#).

XIII. Volunteer Drivers: SSTA manages volunteer drivers by providing the following services in compliance with GMT requirements: extensive background checks, confidentiality statements, insurance of drivers and SSTA, vehicle inspections, and volunteer driver training. A copy of the "SSTA Volunteer Driver Manual" is available upon request c/o Adam Lawrence, SSTA (802) 878-1527.

XIV. Dispute Resolution: Disputes arising in the performance of this Agreement which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of GMT. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Agency mails or otherwise furnishes a written appeal to GMT. In connection with any such appeal, the Agency shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of GMT shall be binding upon the Agency and the Agency shall abide by the decision.

- a. Performance During Dispute - Unless otherwise directed by GMT, Agency shall continue performance under this Agreement while matters in dispute are being resolved.
- b. Claims for Damages - Should either party to the Agreement suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

- c. Remedies - Unless this Agreement provides otherwise, all claims, counterclaims, disputes and other matters in question between GMT and the Agency arising out of or relating to this Agreement or its breach will be decided by a court of competent jurisdiction in the Chittenden County, Vermont.

XV. Compliance with Regulations: GMT and the Agency shall comply fully with all Federal, State, and Local laws, rules, ordinances, executive orders, and other legal requirements that apply to Public Transit Systems and Transit Service and any other aspects of this Agreement.

- a. Federal law requires including the FTA MASTER AGREEMENT, FTA MA (32) and incorporated herein by reference, in this Agreement and in all related subcontracts. The FTA posts its MASTER AGREEMENT in electronic format on its web site: [FTA Master Agreement \(version 32, March 26, 2025\) | FTA](#)
- b. Electronic versions of other FTA publications incorporated in this Agreement are posted on the FTA web site.
- c. Agency shall adhere to the suggested procedures for procurements found in FTA Circular 4220.1F "Third Party Contracting Guidance posted on the FTA web site. The internet address of the FTA web site is: <http://www.fta.dot.gov/>.

XVI. Amendments and Termination:

- a. In the event that the parties have completed the dispute resolution process as described in Section XII and their differences remain unresolved, either party may unilaterally terminate this Agreement with 30 days prior written notice.
- b. Services may be suspended if any invoice remains unpaid within 120 days of invoice date.
- c. Changes to this Agreement shall only be made by the signatory officials to this document and agreed to in writing.
- d. In the event that a local partner falls into arrears for unpaid invoices, GMT shall take the following actions:
 - i) one month in arrears = GMT shall send a written notice with amounts due;
 - ii) two months = GMT shall send a second written notice with amounts due;
 - iii) three months = GMT shall send a final written notice and warning of termination
 - iv) four months = GMT shall terminate services under this contract.

In witness whereof, the parties hereto have caused this Agreement to be effective as of the day and year stated in Section II above.

Green Mountain Transit**Town of Richmond**

By: _____
Clayton Clark, General Manager

By: _____
Josh Arneson, Town Manager

Date: _____

Date: _____

Additional Agency representative authorized to verify and sign monthly bills:

(print NAME here)

(print TITLE here)

(SIGNATURE here)

FY26 O&D Adjusted Budget (Attachment A)

<u>Organization (Agency)</u>	<u>Federal & State</u>	<u>Local</u>	<u>Total</u>
Cathedral Square Corporation	\$ 700	\$ 175	\$ 875
South Burlington Shopper (GMT)	\$ 20,000	\$ 5,000	\$ 25,000
County Wide (Age Well)	\$ 208,000	\$ 52,000	\$260,000
Burlington Parks and Rec. (Core Adult Center)	\$ 19,500	\$ 4,875	\$ 24,375
City of Winooski	\$ 3,000	\$ 750	\$ 3,750
Milton Family Community Center	\$ 61,300	\$ 15,325	\$ 76,625
Town of Colchester	\$ 182,774	\$ 45,694	\$228,468
Town of Richmond	\$ 21,752	\$ 5,438	\$ 27,190
Town of Williston	\$ 119,963	\$ 29,991	\$149,954
UVM-HOME HEALTH & HOSPICE	\$ 5,600	\$ 1,400	\$ 7,000
Total:	\$ 642,589	\$138,800	\$694,000