NOVATION AND AMENDMENT

It is hereby agreed by and among the **State of Vermont, Department of Vermont Health Access** (hereinafter "State"), **Connecticut River Transit, Inc.**, a dissolved Vermont non-profit corporation acting pursuant to Title 11B, section 14.05 of the Vermont Statutes to wind up its affairs, and **Southeast Vermont Transit, Inc., d.b.a. The Current**, a Vermont non-profit corporation (hereinafter "Contractor"), that Contractor intends to assume all of the rights, benefits, duties and obligations of Connecticut River Transit, Inc. under Contract # 26694 between the State and Connecticut River Transit, Inc., inclusive of all amendments to date (together, the "Contract"), and that the Contract is hereby amended as follows:

1. Novation. The State and Connecticut River Transit, Inc. hereby effect a novation of the Contract (the "Novation") to substitute the Contractor for Connecticut River Transit, Inc. for all purposes of the Contract. The State hereby consents to such Novation and releases Connecticut River Transit, Inc. from all of its duties and obligations under the Contract as of the Effective Date of this Novation. The Contractor hereby accepts the Novation and assumes all rights, benefits, duties, undertakings, liabilities and obligations of Connecticut River Transit, Inc. under the Contract. The Contractor represents that it is in a position to fully perform all of its obligations under the Contract.

   Connecticut River Transit, Inc. hereby releases the State from its undertakings, obligations, duties and liabilities against Connecticut River Transit, Inc. under the Contract as of the Effective Date of this Novation.

2. Amendments. The Contract is hereby amended as follows:

   a. All references to Connecticut River Transit, Inc. are replaced with references to Southeast Vermont Transit, Inc., d.b.a. The Current.

   b. The following paragraph 5 is added to Attachment A (Specifications of Work to be Performed) on page 4 of 20 of the base agreement:

      5. The contacts for this award are as follows:

	State Fiscal Manager	State Program Manager	For the Contractor
Name:	Susan Whitney	Peter McNichol	Rebecca Gagnon
Phone #:	802-879-5610	802-879-5935	802-460-1195
E-mail:	Susan.Whitney@Vermont.gov	Peter.McNichol@Vermont.gov	rgagnon@crtransit.org

   c. The following paragraph 6 is added to Attachment A (Specifications of Work to be Performed) on page 4 of 20 of the base agreement:

6. NOTICES TO THE PARTIES UNDER THIS AGREEMENT

To the extent notices are made under this agreement, the parties agree that such notices shall only be effective if sent to the following persons as representative of the parties:

	STATE REPRESENTATIVE	CONTRACTOR/GRANTEE
Name	Office of General Counsel	Rebecca Gagnon, Executive Director
Address	312 Hurricane Lane, Suite 201 Williston, VT 05495	706 Rockingham Road Rockingham, VT 05101
Email	Howard.Pallotta@vermont.gov	rgagnon@crtransit.org

The parties agree that notices may be sent by electronic mail except for the following notices which must be sent by United States Postal Service certified mail: termination of contract, contract actions, damage claims, breach notifications, alteration of this paragraph.

DVHA MONITORING OF CONTRACT

The parties agree that the DVHA official State Program Manager is primarily responsible for the review of invoices presented by the Contractor.

3. Effective Date. The Effective Date of this Novation and Amendment shall be July 1, 2015.

4. Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the Effective Date, 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.

5. Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the Effective Date, neither Contractor nor Contractor's principals (officers, directors, owners, or partners) are 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 the pains and penalties of perjury that, as of the Effective Date, Contractor is not debarred, suspended, nor named on the State's debarment list at: http://bgs.vermont.gov/purchasing/debarment

Except as modified by this Amendment No. 4, all provisions of the Contract remain in full force and effect.

STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS

E-SIGNED by Steven Costantino on 2015-09-09 18:08:24 GMT September 09, 2015

STEVEN COSTANTINO, COMMISSIONER
DATE
312 Hurricane Lane, Suite 201
Williston, VT 05495-2087
Phone: 802-879-5901
Email: Steven.Costantino@Vermont.gov
AHS/DVHA

SOUTHEAST VERMONT TRANSIT INC., D.B.A. THE CURRENT

E-SIGNED by Rebecca Gagnon on 2015-09-09 17:46:29 GMT September 09, 2015

REBECCA GAGNON, EXECUTIVE DIRECTOR
DATE
706 Rockingham Road
Rockingham, VT 05101
Phone: 802-460-1195
Email: rgagnon@crtransit.org
CONTRACTOR

CONNECTICUT RIVER TRANSIT, INC.

E-SIGNED by Rebecca Gagnon on 2015-09-09 17:46:29 GMT September 09, 2015

REBECCA GAGNON, EXECUTIVE DIRECTOR
DATE
706 Rockingham Road
Rockingham, VT 05101
Phone: 802-460-1195
Email: rgagnon@crtransit.org