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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF MEDICAID SERVICES

Jeffrey A. Meyers
Commissioner

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9422 1-800-852-3345 Ext. 9422
Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

Deborah H. Fournier, Esq.
Medicaid Director

December 7, 2016

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Executive Council
State House
Concord, NH 03301

95% Federal
5% Other

REQUESTED ACTION

Authorize the Department of Health and Human Services to enter into a **sole source** amendment to an existing agreement with Coordinated Transportation Solutions (CTS), Inc. (Vendor #271968) 35 Nutmeg Drive, Suite 120, Trumbell, CT 06611, for the management of non-emergency transportation services offered to members of the New Hampshire Health Protection Premium Assistance Program and Medicaid Fee-For-Service on a statewide level by extending the terms by 3 months from December 31, 2016 to March 31, 2017 and by increasing the price limitation by \$1,630,230 from \$7,122,000 to \$8,752,230, effective upon Governor and Executive Council approval.

The original contract was approved by the Governor and Executive Council on December 16, 2015 (Late Item #A2) and then amended by the Governor and Executive Council on June 15, 2016 (Item#5G).

Funds to support this request are available in the following accounts in State Fiscal Year 2017.

**05-95-47-470010-3099 HEALTH AND SOCIAL SERVICES; HEALTH AND HUMAN SVCS
DEPT OF HHS: OFC OF MEDICAID & BUS PLCY, OFF OF MEDICAID BUS. & POLICY,
NHHP Trust Fund (Additional Funds are 95% Federal/5%Other)**

SFY	Class/ Account	Class Title	Activity Code	Current Modified Budget	Increase / (Decrease)	Revised Modified Budget
2016	101- 500729	Medical Payments to providers	47004059	\$2,516,000	\$0	\$2,516,000
2017	101- 500729	Medical Payments to providers	47004059	\$2,516,000	\$1,330,800	\$3,846,800
Subtotal SFY 2016 & 2017				\$5,032,000	\$1,330,800	\$6,362,800

**05-95-47-470010-7948 HEALTH AND SOCIAL SERVICES; HEALTH AND HUMAN SVCS
 DEPT OF HHS: OFC OF MEDICAID BUS. & PLCY, OFF. OF MEDICAID BUS. POLICY, Fee-
 For-Service (50% Federal/50% General)**

SFY	Class/ Account	Class Title	Activity Code	Total	Increase / (Decrease)	Revised Modified Budget
2016	101- 500729	Medical Payments to providers	47004050	\$1,045,000	\$0	\$1,045,000
2017	101- 500729	Medical Payments to providers	47004050	\$1,045,000	\$299,430	\$1,344,430
Subtotal SFY 2016 & 2017				\$2,090,000	\$299,430	\$2,389,430
Contract Total				\$7,122,000	\$1,630,230	\$8,752,230

EXPLANATION

This request is **sole source** because the increase in price limitation is greater than 10% of the total contract value. The purpose of this amendment is to extend the contract end date by three (3) months in order to finalize the competitive re-procurement for these services. As these services are required by the Centers for Medicaid and Medicare (CMS), by extending the current contract with CTS it will allow clients to not have a break in service.

The vendor provides medically necessary, non-emergency transportation for approximately 40,000 individuals in the Premium Assistance Program and 10,000 individuals in the fee-for-service program. Non-emergency transportation is a mandatory Medicaid benefit that assures beneficiaries without access to transportation, will be able to attend medically necessary health services, such as doctor and dental appointments.

The Department released a Request for Bid on July 25, 2016 (RFB-2017-OMBP-02-TRANS). The Department is currently reviewing bids and cost proposals. As part of the bid, actuary certification is required and we are in the process of working with the Department's actuarial firm to certify rates. Until a new contract is executed the Department seeks approval from Governor and Executive Council to extend the current contract for three (3) months to ensure no disruption in services.

The Department of Information Technology has been made aware of this amendment. The Department of Health and Human Services asserts that there has been no change to any information technology component of the base contract as a result of this amendment.

A comprehensive security review will be completed during the three (3) month period to ensure compliance and adherence to best practices is included in the subsequent contract.

Should the Governor and Executive Council not approve this request; thousands of NH Medicaid clients may be impacted by not having access to transportation which is a federally required Medicaid benefit.

Geographic area served: Statewide

Source of Funds: 100% Federal Funds NH Health Protection Program/Premium Assistance Program until 12/31/16, at which time it will be 95% Federal and 5% other funds for the 3 month extension.

Source of Funds: 50% Federal Funds and 50% General Funds for the Medicaid Fee-For-Service

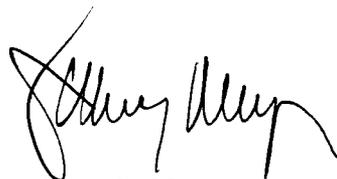
In the event that Federal Funds or Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Deborah H. Fournier, Esq.
Medicaid Director

Approved by:



Jeffery A. Meyers
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF INFORMATION SERVICES

Jeffrey A. Meyers
 Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
 603-271-9469 1-800-852-3345 Ext. 9469
 Fax: 603-271-4912 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

Donna O'Leary
 Chief Information Officer

December 8, 2016

Denis Goulet
 Commissioner
 Department of Information Technology
 27 Hazen Drive
 Concord, New Hampshire 03301

Requested Action and Explanation

Authorize the Department of Health and Human Services to enter into a **sole source** amendment to an existing agreement with Coordinated Transportation Solutions (CTS), Inc. (Vendor #271968) 35 Nutmeg Drive, Suite 120, Trumbell, CT 06611, for the management of non-emergency transportation services offered to members of the New Hampshire Health Protection Premium Assistance Program and Medicaid Fee-For-Service on a statewide level by extending the terms by 3 months from December 31, 2016 to March 31, 2017 and by increasing the price limitation by \$1,630,230 from \$7,122,000 to \$8,752,230, effective upon Governor and Executive Council approval.

The original contract was approved by the Governor and Executive Council on December 16, 2015 (Late Item #A2) and then amended by the Governor and Executive Council on June 15, 2016 (Item#5G).

Funds to support this request are available in the following accounts in State Fiscal Year 2017.

05-95-47-470010-3099 HEALTH AND SOCIAL SERVICES; HEALTH AND HUMAN SVCS DEPT OF HHS: OFC OF MEDICAID & BUS PLCY, OFF OF MEDICAID BUS. & POLICY, NHHP Trust Fund (Additional Funds are 95% Federal/5%Other)

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Subtotal SFY 2016 & 2017				\$5,032,000	\$1,330,800	\$6,362,800

05-95-47-470010-7948 HEALTH AND SOCIAL SERVICES; HEALTH AND HUMAN SVCS DEPT OF HHS: OFC OF MEDICAID BUS. & PLCY, OFF. OF MEDICAID BUS. POLICY, Fee-For-Service (50% Federal/50% General)

SFY	Class/ Account	Class Title	Activity Code	Total	Increase / (Decrease)	Revised Modified Budget
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Subtotal SFY 2016 & 2017				\$2,090,000	\$299,430	\$2,389,430
Contract Total				\$7,122,000	\$1,630,230	\$8,752,230

The purpose of this request is to ensure individuals who are members of the New Hampshire Health Protection Plan Premium Assistance Program continue having access to non-emergent transportation services. Access to non-emergent transportation services will help ensure individuals are able to attend medical, mental health and other medically necessary, but not emergent, appointments, including transportation to the pharmacy to pick up necessary prescriptions. This contract will also provide transportation services for the remaining Medicaid fee-for-service population.

The New Hampshire Health Protection Program (NHPP) is the state authorized program to provide health insurance coverage to adults who are eligible for medical assistance under Section 1902 (a)(10)(A)(i)(VIII) of the Social Security Act.

Qualified Health Plans are commercial individual health insurance products certified for sale on the New Hampshire Marketplace. The Premium Assistance Program is the second phase of the NHPP, through with the State of New Hampshire purchases individual health insurance coverage for eligible adults under Qualified Health Plans (QHP).

The vendor will need to access MMIS to confirm eligibility for Premium Assistance Program (PAP) and Medicaid fee-for-service recipients receiving non emergent transportation services.

A comprehensive security review will be completed during the three (3) month period to ensure compliance and adherence to best practices is included in the subsequent contract.

Alternatives and Benefits

If the Department of Information Technology does not approve this request, thousands of NH citizens may be impacted by not having access to transportation as a wraparound service covered by the Department of Health and Human Services under the NH Medicaid program. Without these transportation services, individuals enrolled in the NH Health Protection Plan Premium Assistance Program and Medicaid fee-for-service may not be able to get to, or home from, their non-emergent medical and dental appointments.

Impact on Other State Agencies and Municipalities

None

Summary of Requested Action

This requested action is the same as the current contract in place for transportation services. There is no change in the level or amount of information this vendor will be accessing from DHHS.

Date of most recently approved project: Project Name: 16-DHHS-OHS-DCS-RFB-04-NHHPP

Project Number: _____

CONTACT PERSON:

Denise Sherburne
Department of Health and Human Services
Contracts and Procurement
129 Pleasant Street
Concord, NH 03301
Telephone: (603) 271-9540
Email: Denise.Sherburne@dhhs.nh.gov

CERTIFICATION

The undersigned hereby certify that the information provided in this document and any attachments is complete and accurate and that alternatives to the solution defined in this document have been appropriately considered.

Respectfully submitted,



Deborah H. Fournier, Esq.
Medicaid Director

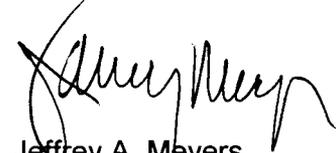


Donna O'Leary
Chief Information Officer



Bruce Smith
IT Leader
Department of Information Technology

Approved by:



Jeffrey A. Meyers
Commissioner



**State of New Hampshire
Department of Health and Human Services
Amendment # 2 to Non Emergent Transportation Services Contract**

This 2nd Amendment to the Non Emergent Transportation Services contract (hereinafter referred to as "Amendment #2") dated this 2nd day of December, 2016, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Coordinated Transportation Solutions, Inc. (hereinafter referred to as "the Contractor"), a not-for profit company with a place of business at 35 Nutmeg Drive, Suite 120, Trumbull, CT 06611.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 16, 2015 (Late Item #A2), as amended by the Governor and Executive Council on June 15, 2016 (Item#5G), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the Form P-37, General Provisions, Paragraph 18, the agreement may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, both parties agree increase the price limitation by \$1,630,230 and extend the contract completion for three (3) months; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend the Contract as follows:

1. Form P-37, General Provisions, Block 1.7, Completion Date, to read:
March 31, 2017
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$8,752,230



New Hampshire Department of Health and Human Services
Non Emergent Transportation Services

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

12/8/14
Date

State of New Hampshire
Department of Health and Human Services
[Signature]
Deborah H. Fournier, Esq.
Medicaid Director

12-7-16
Date

Coordinated Transportation Solutions, Inc.
[Signature]
Name: David L. White
Title: President

Acknowledgement:

State of CONNECTICUT, County of FAIRFIELD on DECEMBER 7 2016, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

[Signature]
Name and Title of Notary or Justice of the Peace
ADMINISTRATIVE ASSISTANT
TO THE PRESIDENT

MY COMMISSION EXPIRES NOVEMBER 30, 2020

**New Hampshire Department of Health and Human Services
Non Emergent Transportation Services**



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

12/7/16
Date

Thomas B. Gidycz
Name: *Thomas Gidycz*
Title: *Assistant Attorney General*

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Coordinated Transportation Solutions, Inc., a(n) Connecticut nonprofit corporation, registered to do business in New Hampshire on August 2, 2005. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 19th day of April, A.D. 2016

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Richard Schreiner, do hereby certify that:

1. I am a duly elected Officer of Coordinated Transportation Solutions, Inc.

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on Wednesday, November 9, 2016:

RESOLVED: That the President

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 07 day of December, 2016.

4. David L. White is the duly elected President

of the Agency.

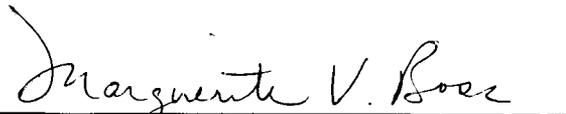

(Signature of the Elected Officer)

STATE OF CONNECTICUT

County of FAIRFIELD

The forgoing instrument was acknowledged before me this 7TH day of DEC, 2016,

By Richard Schreiner


(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 11/30/2020



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/7/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Shoff Darby Companies 100 Technology Drive Suite 200 Trumbull CT 06611	CONTACT NAME: Patricia McFarland PHONE (A/C, No, Ext): (203) 445-2114 E-MAIL ADDRESS: mcfarlandp@shoffdarby.com	FAX (A/C, No): (203) 268-0687
	INSURER(S) AFFORDING COVERAGE	
INSURED Coordinated Transportation Solutions, Inc. 35 Nutmeg Drive Suite 120 Trumbull CT 06611	INSURER A: Lloyd's of London	
	INSURER B: Utica Mutual Insurance Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 16-17 Master COI **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		W1C290160101	7/24/2016	7/24/2017	EACH OCCURRENCE \$ 6,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000	
							MED EXP (Any one person) \$ 5,000	
							PERSONAL & ADV INJURY \$ Included	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 6,000,000	
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ Included	
	OTHER:						\$	
A	AUTOMOBILE LIABILITY			W1C290160101	7/24/2016	7/24/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input type="checkbox"/> ANY AUTO ALL OWNED AUTOS						SCHEDULED AUTOS	BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						<input checked="" type="checkbox"/> NON-OWNED AUTOS	BODILY INJURY (Per accident) \$
								PROPERTY DAMAGE (Per accident) \$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE \$	
	EXCESS LIAB						CLAIMS-MADE	AGGREGATE \$
	DED						RETENTION \$	\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y/N	4777747	7/24/2016	7/24/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						N/A	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
								E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Errors & Omissions - Claims Made			W1C290160101	7/24/2016	7/24/2017	\$3,000,000/\$3,000,000 \$10,000 retention Retro Date 7/25/01	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is included as additional insured when required by written contract or agreement per policy form

D&O 7/24/15-16 Westchester Fire, Pol#G27483331001, Claims Made \$1,000,000/\$1,000,000 Retention \$0, Retro Date 4/21/01. Sexual/Physical Misconduct incl in E&O - \$1,000,000/\$1,000,000 - \$10,000 retention, Claims Made, Retro Date 8/8/11. E&O retro date 7/25/01 \$1,000,000/\$1,000,000 & 3/12/12 \$2,000,000/\$3,000,000

CERTIFICATE HOLDER New Hampshire Department of Health and Human Services 129 Pleasant Street Concord, NH 03301-3852	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE P McFarland/PATM <i>Patricia L. McFarland</i>

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MISSION STATEMENT

It is the mission of CTS
to increase the availability of cost effective and efficient
transportation services
to transportation disadvantaged individuals and
communities

VISION STATEMENT

With an empowered team of professionals,
CTS adds value to the services provided by our
customers
and improves the lives of the people we serve

VALUES STATEMENT

Customer Focus

Our customers are the reason we are here

Integrity

We communicate openly, honestly and responsibly

Respect

We treat others as we want to be treated

**COORDINATED TRANSPORTATION
SOLUTIONS, INC.
FINANCIAL STATEMENTS
SEPTEMBER 30, 2014**

**TOGETHER WITH INDEPENDENT
AUDITOR'S REPORT**

RECEIVED JAN 05 2015

COORDINATED TRANSPORTATION SOLUTIONS, INC.
TABLE OF CONTENTS
SEPTEMBER 30, 2014

	<u>PAGE</u>
Independent auditor's report.....	1-2
<u>Basic financial statements</u>	
Statement of financial position.....	3-4
Statement of activities	5
Statement of cash flows.....	6
Notes to financial statements.....	7-9
<u>Supplemental information</u>	
Schedule of functional expenses	10



GARVEY & ASSOCIATES, LLC
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f 860.536.0716
www.garveyassociatescpa.com
PO Box 397
60 Willow Street
Mystic, CT 06355

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Coordinated Transportation Solutions, Inc.
Ansonia, Connecticut

Report on the Financial Statements

We have audited the accompanying financial statements of Coordinated Transportation Solutions, Inc., which comprise the statement of financial position as of September 30, 2014, and the related statements of activities and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Coordinated Transportation Solutions, Inc. as of September 30, 2014, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matter

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedule of special fund expenditures on page 10 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Gurney & Associates, LLC

December 22, 2014

COORDINATED TRANSPORTATION SOLUTIONS, INC.
 STATEMENT OF FINANCIAL POSITION
 SEPTEMBER 30, 2014

ASSETS

Current assets

Cash	\$ 1,234,833	
Accounts receivable, net	2,115,236	
Prepaid expenses	<u>36,888</u>	
Total current assets		\$ 3,386,957

Property and equipment

Office furniture	100,928	
Office equipment	251,602	
Computer equipment	605,684	
Leasehold improvements	96,935	
Equipment under capital lease	<u>75,430</u>	
	1,130,579	
Less accumulated depreciation	<u>(729,734)</u>	
Total property and equipment		400,845

Other assets

Loan origination fees, net of accumulated amortization	2,000	
Restricted cash - deferred compensation	15,735	
Deposits	<u>20,099</u>	
		<u>37,834</u>
Total other assets		
Total assets		<u>\$ 3,825,636</u>

See independent auditor's report and accompanying notes to financial statements

COORDINATED TRANSPORTATION SOLUTIONS, INC.
STATEMENT OF FINANCIAL POSITION
SEPTEMBER 30, 2014

LIABILITIES AND NET ASSETS

Current liabilities

Accounts payable and accrued expenses	\$ 1,646,456	
Deferred income	205,799	
Capital lease payable, current portion	<u>7,040</u>	
Total current liabilities		\$ 1,859,295

Long-term liabilities

Loan payable - DECD	<u>\$ 204,204</u>	
Total long-term liabilities		<u>204,204</u>
Total liabilities		2,063,499

Net assets -

Unrestricted		<u>1,762,137</u>
Total liabilities and net assets		<u>\$ 3,825,636</u>

See independent auditor's report and accompanying notes to financial statements

COORDINATED TRANSPORTATION SOLUTIONS, INC.
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2014

CHANGE IN UNRESTRICTED NET ASSETS

<u>Revenue</u>	
Transportation brokerage	\$ 38,222,305
Transportation consulting	39,260
Grant income	16,999
Investment income	2,596
Other income	1,785
Loss on disposition of assets	<u>(92,759)</u>
Total revenue	<u>38,190,186</u>
<u>Expenses</u>	
Program	36,238,574
General and administrative	<u>1,052,595</u>
Total expenses	<u>37,291,169</u>
Change in net assets	899,017
Net assets - October 1, 2013	<u>863,120</u>
Net assets - September 30, 2014	<u>\$ 1,762,137</u>

See independent auditor's report and accompanying notes to financial statements

COORDINATED TRANSPORTATION SOLUTIONS, INC.
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED SEPTEMBER 30, 2014

CASH FLOWS FROM OPERATING ACTIVITIES

Change in net assets \$ 899,017

Amounts to reconcile change in net assets to net cash used in operating activities:

Depreciation and amortization	348,545
Loss on disposition of assets	92,759
Change in accounts receivable, net	(1,296,290)
Change in prepaid expenses	228,760
Change in loan origination fees	775
Change in restricted cash - deferred compensation	(1,740)
Change in accounts payable and accrued expenses	(1,335,920)
Change in deferred revenue	205,799

Net cash used in operating activities (858,295)

CASH FLOWS FROM INVESTING ACTIVITIES

Purchase of property and equipment (352,057)

Net cash used in investing activities (352,057)

CASH FLOWS FROM FINANCING ACTIVITIES

Repayments on capital lease payable	(45,451)
Repayments on loan payable - DECD	(24,377)
Repayments on line of credit	<u>(100,000)</u>

Net cash used in financing activities (169,828)

Net change in cash (1,380,180)

Cash, beginning balance 2,615,013

Cash, ending balance \$ 1,234,833

SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION

Amounts paid during the year for:

Interest \$ 23,236

See independent auditor's report and accompanying notes to financial statements

COORDINATED TRANSPORTATION SOLUTIONS, INC.
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2014

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Organization

Coordinated Transportation Solutions, Inc. (“the Organization”) was organized as a Connecticut not-for-profit corporation in September 1997. The Organization was formed to enhance the mobility of transportation for disadvantaged individuals and communities by offering a package of services designed to promote coordination of service and partnerships between Government, not-for-profit agencies and for-profit companies. The majority of the Company’s revenue was generated in Maine, Massachusetts, and New Hampshire.

Basis of accounting

The accompanying financial statements have been prepared using the accrual basis of accounting and accordingly reflect all significant receivables, payables and other liabilities.

Basis of presentation

Financial statement presentation follows the recommendations of the Financial Accounting Standards Board in its Accounting Standards Codification (ASC) 958-205, *Not-for-Profit Entities, Presentation of Financial Statements*, the Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets and permanently restricted net assets.

Cash and cash equivalents

The Organization considers all highly liquid instruments purchased with a maturity of three months or less to be cash equivalents.

Accounts receivable

Management reviews all outstanding account receivables to determine collectability and whether there is a need for an allowance for doubtful accounts. At September 30, 2014 the Organization had established an allowance for doubtful accounts in the amount of \$13,511 and that amount is netted out with accounts receivable on the Statement of Financial Position.

Estimates

Management uses estimates and assumptions in preparing financial statements. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Actual results could differ from those estimates.

Expense allocation

The costs of providing various programs and other activities have been summarized on a functional basis in the Statement of Activities and in the Schedule of Functional Expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Income tax status

The Organization is exempt from federal income taxes pursuant to Section 501 (c)(3) of the Internal Revenue Code. In addition, the Organization qualifies for the charitable contribution deduction under Section 170 (b)(1)(A) and has been classified as an organization other than a private foundation under Section 509(a)(2). The State of Connecticut also recognizes the Organization’s tax-exempt status, and therefore, there is no provision for income taxes in these financial statements.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Property and equipment

Property and equipment are recorded at cost. Depreciation is provided using the straight-line method over the estimated useful lives of the underlying asset. Those lives range from five to seven years.

Intangible assets

Intangible assets include organization costs, loan origination fees and software development costs. The costs related to these items have been capitalized and are being amortized over the estimated useful lives of the underlying intangible assets, which range from three to five years.

Advertising

The Organization uses advertising to promote its programs among the audience it serves. The cost of advertising is expensed as incurred. During the year ended September 30, 2014 the Organization incurred \$5,702 of advertising costs.

Subsequent events

Management has evaluated subsequent events through December 22, 2014, the date the financial statements were available to be issued.

NOTE 2 - REVOLVING LINE OF CREDIT

The Organization has a \$600,000 revolving line of credit available with a large commercial bank. Bank advances on the credit line are payable on demand and carry a variable interest rate, 4.00% at September 30, 2014. There was no outstanding balance at September 30, 2014.

NOTE 3 – COMMITMENTS

The Organization leases its Connecticut office space under a non-cancelable operating lease and its Maine office space under a sub-lease. The leases expire at varying times through June 30, 2017. In addition, the Organization leases certain equipment under a non-cancellable operating lease expiring in 2016. Rental expense for the leases totaled \$247,471 during the year ended September 30, 2014.

Future minimum lease payments as of September 30, 2014 are:

Year ending September 30, 2015	\$	204,450
2016		152,680
2017		116,230
Total future minimum lease payments	\$	<u>473,360</u>

The Connecticut office lease contains an option to extend after the April 2015 expiration date.

NOTE 4 – FINANCIAL INSTRUMENTS

Financial instruments that potentially subject the Organization to concentration of credit risk consist principally of cash and accounts receivable. The Organization's cash balances are insured by the Federal Depository Insurance Corporation up to \$250,000 (except for transaction accounts which are fully insured). The Organization's concentration of credit risk with respect to the accounts receivable is limited due to the large number of customers and their dispersion across geographic areas. At September 30, 2014 the Organization had approximately \$232,484 of cash in excess of insurance coverage on deposit with one bank.

NOTE 5 – RETIREMENT PLANS

The Organization authorized a deferred compensation program pursuant to section 457 of the Internal Revenue Code. Under the plan, select employees are able to contribute a portion of their compensation to the plan. There were no contributions to the plan during the year ended September 30, 2014. Amounts held in the account are restricted for future benefit payments, but are subject to creditor risk. At September 30, 2014 there was \$15,735 in the account.

The Organization also established a retirement plan in accordance with section 403(b) of the Internal Revenue Code. All employees are eligible to participate in elective salary deferrals upon becoming employed. There were no employer contributions to the plan during the year ended September 30, 2014.

NOTE 6 – CAPITAL LEASE PAYABLE

The Organization financed the purchase of office furniture, equipment and software development costs with three capital leases, with TD Bank and Dell Financial Services. The leases call for monthly payments totaling \$4,285, including interest. The leases expire at varying times through January 2015. The leases are secured by the assets purchased with the funds.

Future minimum lease payments under these leases are as follows:

Year ended September 30, 2015	\$7,040
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NOTE 7 – CONCENTRATIONS

Approximately 82% of the Organization's total revenue was derived from one contract. That contract was with the State of Maine and the contract terminated in July 2014.

NOTE 8 – ACCOUNTING FOR UNCERTAIN TAX POSITIONS

The Organization has adopted the provisions of FASB, Accounting Standards Codification 740 - *Income Taxes*. ASC 740 requires that a tax position be recognized or derecognized based on a 'more-likely-than-not' threshold. This applies to positions taken or expected to be taken in a tax return. The Organization does not believe its financial statements include, or reflect, any uncertain tax positions.

Tax years from September 30, 2011 through the current year remain open for examination by the Federal and state tax authorities.

COORDINATED TRANSPORTATION SOLUTIONS, INC.
SCHEDULE OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED SEPTEMBER 30, 2014

	Program	General and Administrative	Total Expenses
Purchased transportation and other direct costs	\$ 31,939,285	\$ -	\$ 31,939,285
Salaries and wages	1,881,662	470,416	2,352,078
Payroll taxes	149,717	37,429	187,146
Employee benefits	139,569	34,892	174,461
Computer maintenance	124,116	31,029	155,145
Travel and entertainment	53,536	13,384	66,920
Telephone	163,894	40,973	204,867
Consultants	266,277	66,569	332,846
Outside services	446,823	111,706	558,529
Interpreter services	71,915	-	71,915
Depreciation and amortization	278,836	69,709	348,545
Professional fees	23,226	5,807	29,033
Occupancy	176,730	44,183	220,913
Insurance	45,325	11,331	56,656
Advertising and marketing	5,702	-	5,702
Office supplies and expense	39,393	9,848	49,241
Equipment rental	197,977	49,494	247,471
Postage	26,062	6,516	32,578
Conferences and meetings	17,112	4,278	21,390
Printing	18,758	4,689	23,447
Donations and gifts	5,287	-	5,287
Dues and subscriptions	16,347	4,087	20,434
Bank charges	20,429	5,107	25,536
Interest expense	18,589	4,647	23,236
Payroll service	6,346	1,586	7,932
Bad debt expense	6,000	-	6,000
Repairs and maintenance	99,661	24,915	124,576
Total	<u>\$ 36,238,574</u>	<u>\$ 1,052,595</u>	<u>\$ 37,291,169</u>

See independent auditor's report and accompanying notes to financial statements

COORDINATED TRANSPORTATION SOLUTIONS, INC.

BOARD OF DIRECTORS (2015-2016)

David L. White, President & Chairperson

200 Main Street
Ansonia, CT 06401

Mr. White is the President of Coordinated Transportation Solutions in Ansonia, CT.

Michael Krauss, Vice President & Vice Chairperson

Mr. Krauss is the retired Director of The Workforce Alliance in New Haven, CT.

Jeffrey Beadle, Treasurer

Mr. Beadle is the Executive Director of the Windham Regional Community Council, Inc. in Willimantic, CT.

Richard Schreiner, Secretary

Mr. Schreiner is the Director of Service Development for HARTransit in Danbury, CT.

Reginald (Rex) Knowlton, Treasurer

Mr. Knowlton is Principal at Knowlton Advisors in Cinnaminson, NJ.

Loraine Cortese-Costa

Attorney At-Law

COORDINATED TRANSPORTATION SOLUTIONS, INC.

BOARD OF DIRECTORS (2015-2016)

David L. White, President & Chairperson

Coordinated Transportation Solutions, Inc.
35 Nutmeg Drive Suite 120
Trumbull, CT 06611

Mr. White is the President of Coordinated Transportation Solutions in Trumbull, CT.

Michael Krauss, Vice President & Vice Chairperson

77 Hawley Avenue
Milford, CT 06460

Mr. Krauss is the retired Director of The Workforce Alliance in New Haven, CT.

Jeffrey Beadle

Windham Regional Community Council, Inc.
968 Main Street
Willimantic, CT 06226

Mr. Beadle is the Executive Director of the Windham Regional Community Council, Inc. in Willimantic, CT.

Richard Schreiner, Secretary

HARTransit
62 Federal Road
Danbury, CT 06810

Mr. Schreiner is the Director of Service Development for HARTransit in Danbury, CT.

Reginald (Rex) Knowlton, Treasurer

104 Hastings Place
Cinnaminson, NJ 08077

Mr. Knowlton is Principal at Knowlton Advisors in Cinnaminson, NJ.

Loraine Cortese-Costa

Attorney At-Law
1000 Lafayette Blvd.
Suite 1100
Bridgeport, CT 06604

David L. White, CCTM
35 Nutmeg Drive, Suite 120, Trumbull, CT 06611
Phone: (203)736-8810 – Fax: (203)375-0510 – Email: dwhite@ctstransit.com

President, Coordinated Transportation Solutions Inc.

1997 to Present

Founded CTS in September 1997 as a not-for-profit corporation to enhance coordination of transit services for transportation disadvantaged individuals and communities. Efforts have been focused on Medicaid, Welfare to Work and Worker's Compensation transportation management services, general transit consulting projects and transit related software development activities. Clients include some of the largest insurance companies in America, as well as small rural transit providers. Manage network of over 100 providers throughout the northeastern United States providing Worker's Compensation, Special Education and Medicaid non-emergency transportation services.

CTS has been chosen by the Community Transportation Association of America as a modal for innovative approaches to Medicaid non-emergency transportation delivery solutions.

Specific planning efforts undertaken that are relevant to the proposed project include:

1. Welfare to Work Transportation Plan for Eastern Connecticut (under contract to Windham Regional Community Council) Plan Development 1998 – Implementation 1999- 2002
2. Welfare to Work Transportation Plan for Waterbury Region (under contract to Waterbury Transit District) 1998-1999.
3. State of Arkansas United We Ride State Action Plan (under contract to the Arkansas State Highway and Transportation Department) Plan Design 2005-2006. Selected for plan implementation in 2006 subject to available funding.

Executive Director, Human Service Transportation Consortium

1994 to 1997

Directed activities of regional transportation program headquartered in Bridgeport, CT for the elderly and persons with disabilities. Managed staff of 75 employees and 50 vehicles. Operation scheduled in excess of 1000 trips per day with an annual operating budget of nearly \$3,000,000. Led efforts to diversify service offerings of company that included special education, employment related and Medicaid non-emergency transportation services.

Director of Operations, Housatonic Area Regional Transit District

1991 to 1994

Directed the activities of an operations department of 75 employees operating 50 vehicles serving an eight-town region in northwestern Connecticut with both fixed route and specialized transportation services. Managed all facets of departmental operations including maintenance, labor relations, facilities management and new business development.

Director of Special Projects, Housatonic Area Regional Transit District

1990 to 1991

Acted as contract compliance officer for contracted transit operations in eight-town region. Led the effort to transition the provision of transit services from a contracted operation to one managed and operated by Transit District staff. Identified and procured first ever Transit District Operations Facility and led effort to rehabilitate and expand facility.

Manager, Capital Projects Division, New York City Transit Authority

1989 to 1990

Assisted with the management of the Transit Authorities city, state and federal capital funding programs.

Deputy Administrator, Norwalk Transit District

1985 to 1989

Managed Transit district's specialized transportation services for the elderly and disabled. Participated in Labor negotiations and all other facets of general Transit District Administration.

Executive Director, Milford Transit District

1980 to 1985

Directed the activities of small urban transit system. Began first ever transportation service for persons with disabilities. Named government official of the year by Milford Independent Disabled Persons Committee in 1983. Doubled the size of the fixed route system serving the city. Led initial efforts to rehabilitate and expand city's train station and commuter parking areas.

Management Intern, United States Department of Transportation

1977 to 1979

Provided program oversight and administration for a number of USDOT Highway Safety and Urban Mass Transit funding programs.

Memberships

Board of Directors, Community Transportation Association of America	1996 to present
Vice President of the Board	2000 to 2002
President of the Board	2002 to 2004
Executive Committee, Connecticut Association of Community Transportation	1996 to 2004
Member, Northeast Passenger Transportation Association	1998 to present
Member, National Medical Transportation Committee – CTA	1999 to present
Member, Valley Council for Health and Human Services	2005 to present
Past member, Executive Board Valley Council for Health and Human Services	2006 to 2008
Member, Valley Chamber of Commerce	2005 to present
Member, Milford Historical Society	2004 to present

Education

BA Political Science – Washington and Jefferson College	1976
MPA – Urban Affairs – The American University	1979
CCTM – Community Transportation Association of America	2001

Donna K. Strigler
35 Nutmeg Drive, Suite 120, Trumbull, CT 06611
Phone: (203)736-8810 Fax: (203)375-0510 Email: dstrigler@ctstransit.com

Coordinated Transportation Solutions

Sept 2014-Present

Vice President of Compliance

Oversight of CTS' Compliance Program and Compliance Team (Reporting, Quality Assurance, and Training). Ensure CTS remains compliant with all state, federal and contractual obligations. Chair CTS' Compliance Committee. Assist in the preparation, creation, editing and reviewing of all internal policies and procedures to ensure they meet customer expectations while meeting regulations. Oversight of reporting needs, ensuring compliance with our quality measurements and training of all our associates. Provide interpretive and technical support for all departments on regulatory matters.

Coordinated Transportation Solutions

2008- Sept 2014

Vice President of Operations

Responsible for directing the corporation's brokerage operation including Medicaid, Special Education and Worker's Compensation. Directs the overall operation of the Provider Relations team which includes developing and managing a relationship with the transportation providers, involved in contract negotiations with the provider, and ensures the providers comply with policies and procedures and state regulations when transporting any Medicaid and Medicare members, special education children and workers compensation cases. Develop call center and quality assurance programs, company policies and procedures and corporate employment practices along with directing the staff needed to maintain service levels as required by contractual obligations. Hire and supervise a staff of management and non management employees consisting of approximately 40 employees. Assist with CTS Transportation Software development and testing and telecommunications system.

Director of Quality Assurance

Oversee daily operations of Special Education and Workers' Compensation business lines In addition to the Quality Assurance team and Corporate Training Units. Responsibilities include: setting strategic directions, maintaining and updating operational Policies & Procedures, managing annual budgets, setting and tracking performance standards and addressing personnel policies. Identify issues affecting customers, transportation services and implementing corrective action plans for operations and transportation providers. Attend meetings with business clients to review our services and maintain open communications. Assist President and Director of Business Development to identify and procure new business opportunities and manage transition projects for new contracts. Direct reports: Training Officer, Quality Assurance Team lead and Quality Assurance Technician, Special Education Supervisor and Workers' Compensation coordinators.

IBM**2007-2008****Managing Consultant**

Team leader on numerous projects covering a variety of subject matter which is a reflection of the many different work environments and responsibilities that I had over my professional career. Projects included the following subject areas: Design of Quality Assurance and Workforce Management for call centers, data collection and reporting for operational units, customer relations management (CRM), developing Policies & Procedures and workflows, telecommunications, staff training, and account management. Examples of projects: 1) Designed and developed communication and rollout plan. Develop a set of tools, instructions, and transformation roadmap template to diagnose and assess maturity of prospects and existing Call Center accounts, for the purpose of both future engagement and operation delivery teams. 2) Developed a CRM Data Collection Tool Kit for the IBM organization. Tool Kit includes templates for gathering financial, process, functional and technical data. In addition to the tool kit developed the Solution Architect Field Guide. Also developed the script and recorded the narrative for an e-learning session being used for new Solution Architect training.

New Rochelle Telephone Company**2004-2005****Director of Operations**

Directed the daily operations of the company's call center activities during which time I reduced cycle time 50%, from a maximum of 14 days down to 7 days by improving workflow processes and developed a process that enabled a more efficient flow between Customer Service and the Provisioning Group. Developed and enhanced Automated Call Distribution (ACD) administration and reporting procedures through analysis of CSR reporting that resulted in a reduction in abandon rate from 25% to as low as 5% and increased service level from 60% to 85%. The result of other activities that I initiated included: improved account billing and trouble ticket administration and development of a training package and "Train the Trainer".

KPMG Consulting**1998-2002****Management Practice Manager, Customer Value**

Examples of projects: 1) Telecommunications project team responsible for testing and validation of the ILEC's telecom operational support systems (including Verizon, Ameritech, Qwest and Bell South) in support of FCC docket #271. Testified as an expert witness and Subject Matter Expert in LEC operations at State Commission hearings in connection with ILEC's (imbedded local exchange carrier) entrance into long distant markets. 2) Directed a project at a large federal government agency, overseeing the development of future business processes in connection with help desk, call center operations, IVR and Self Help menus.

Elizabethtown Gas NUI Corporation**1997-1998****Manager Customer Information Services**

Managed daily operation of an incoming call center handling 50,000 billing and service-related calls monthly for 250,000 residential and commercial customers supported by a team of 5 supervisors and 60 non-management staff; handled all human resource and labor relations issues. Responsible for \$2.5 million budget and reduced budget by 10%; successfully managed the implementation of a voice response unit including CTI and voice recognition

NYNEX**1991- 1997**

While at NYNEX for over 25 years, I held the following positions during the last 6 years of my tenure: Staff Director-Process Re-engineering & Process Assurance/Market Area Services (1993-1997), Staff Director/Standard Operating Environment (1991-1993), Area Operations Manager (1986-1991). Highlights of this work experience include:

- Developed and implemented new process flows and systems for customer trouble report entry, customer contact, resale market and wholesale market. Directed a team responsible for the evaluating, formulating, implementing and managing a process and system development and improvement project.
- Successfully managed implementation/re-engineering project of 700 seat Customer Service Call Centers including policies, procedures, systems, staffing & infrastructure
- Implemented Process Improvement throughout corporation for Installation/Maintenance Centers
- Managed the daily operations of a team of 250-600 inbound and outbound Customer Service Contact, Installation and Maintenance personnel.
- Successfully mechanized and consolidated Southern Westchester's Installation and Maintenance Center, reducing operating expenses by 14%.

Education

- Masters of Science (With Distinction) - Organizational Leadership, Mercy College
- Bachelor of Science (Summa cum Laude) - Business Administration and Leadership, Mercy College
- AAS - Mathematics and Science, Adirondack Community College

Technical Skills

MS Office, MS Excel, Lotus Notes, MS Project Manager, MS Outlook, MS Power Point, Visio, MS Access, Adobe Reader, Workforce Management and Quality Assurance Management software applications, Automated Call Distribution tools.

Edward E. Platt Jr.
35 Nutmeg Drive, Suite 120, Trumbull, CT 06611
Phone: (203)736 -8810 – Fax: (203)375-0510 – Email: eplatt@ctstransit.com

Coordinated Transportation Solutions (CTS)
Director of Operations

Sept 2014-Present

Responsible for directing the corporation's brokerage operation including Medicaid, Special Education and Worker's Compensation. Directs the overall operation of the Provider Relations team which includes developing and managing a relationship with the transportation providers, involved in contract negotiations with the provider, and ensures the providers comply with policies and procedures and state regulations when transporting any Medicaid and Medicare members, special education children and workers compensation cases. Develop call center and quality assurance programs, company policies and procedures and corporate employment practices along with directing the staff needed to maintain service levels as required by contractual obligations. Hire and supervise a staff of management and non-management employees consisting of approximately 40 employees.

Coordinated Transportation Solutions (CTS)
Director of Compliance

2013 – Sept 2014

Oversight of CTS' Compliance Program and Compliance Team (Reporting, Quality Assurance, and Training). Ensure CTS remains compliant with all state, federal and contractual obligations. Chair CTS' Compliance Committee. Assist in the preparation, creation, editing and reviewing of all internal policies and procedures to ensure they meet customer expectations while meeting regulations. Oversight of reporting needs, ensuring compliance with our quality measurements and training of all our associates. Provide interpretive and technical support for all departments on regulatory matters.

Am WINS Rx
Operations General Manager

2012 to 2013

Oversight of Pharmacy Benefit Management (PBM) Operations Team (15 associates – IT, Enrollment, Plan Building and Clinical Team)

Health Net Inc.
Contact Center Director

2006 to 2011

Oversight of the Medicare Contact Centers Enterprise Wide as well as the local CT and NJ Medicaid Contact Center (Team of three Managers, 13 Supervisors, and over 350 front-line call center). Audit Preparation – State, Federal, and Commercial employer group driven. Monitored State and Federal Compliance/Regulations. Ensured appropriate service standards were developed and maintained.

Health Net Inc.
Operations Manager

2003 to 2006

Direct oversight of the Northeast/Arizona Medicare and Medicaid claims and contact centers. Accountable for meeting timelines, productivity, statistical analysis, auditing, budget preparation and all other service goals.

Sr. Financial Analyst**2001 to 2003**

Responsible for providing data reporting for the entire Operations department's performance trending, production and analysis, as well as development of standard and ad hoc reports as needed.

Scheduling and Forecasting Coordinator**2000 to 2001**

Accountable for compiling, maintaining and managing the Call Center's Aspect eWorkforce Management Software Scheduling, Forecasting and trending tools.

Education

US Navy Electronics School

1989

Gateway Community Technical College

1993 to 2003

Sacred Heart University

Villanova University

2010

Six Sigma Green Belt Certification Course

THOMAS S. GROGAN
Certified Public Accountant



Summary of Experience:

Senior financial executive with over thirty five years hands on experience in operational and financial management. Industry experience includes health care, long term care, information services, manufacturing and distribution for domestic and international companies. Experienced in establishing banking and borrowing relationships, acquisitions and divestitures, planning and budgeting.

Professional Experience:

CONCEPTS OF INDEPENDENCE, INC., New York, NY **2013-Present**
Controller

Responsible for managing fiscal department of non-profit agency with over 4,000 employees providing home attendant services under contracts with City of New York, over 30 Medicaid managed care organizations and several NYS county social service districts. Report to agency Deputy Director.

Accomplishments:

- Established cash management reporting and controls that eliminated overdrafts, brought vendor balances current and increased cash balances.
- Initiated tracking of MLTC billing, A/R collections reporting and related payroll to identify potential problem areas.
- Re-engineered fiscal department and re-assigned areas of responsibilities.
- Cleaned up GL for open audit years, prepared closing schedules for audits and worked hands on with independent auditors to assist them completing audits for FY 11 – 13.

ASSOCIATION FOR SERVICES FOR THE AGED, INC., New York, NY **2006-2013**
Director of Fiscal Operations

Responsible for financial management of non-profit agency with over 1,500 employees providing home care services under contracts with the City of New York and managed long term care companies. Supervise fiscal and administrative operations. Ensure contract compliance. Report to Agency Director.

Accomplishments:

- Transitioned agency to managed care billing platform for twenty managed care contracts.
- Prepared price proposal component of RFP for successful contract renewal.
- Renegotiated vendor pricing and office lease arrangements to eliminate agency budget overspending
- Instituted weekly management reporting of key business indicators.
- Instituted Medicaid billing cutoff compliance measures.

NYC DEPARTMENT OF HEALTH AND MENTAL HYGIENE, New York, NY **2004-2006**
Assistant Commissioner, Finance

Responsible for financial management of NYC agency with over 6,000 employees and \$1.4 billion annual operating budget. Managed Bureau of Finance with over 200 employees. Supervised five direct reports. Reported to Deputy Commissioner, Finance.

Accomplishments:

- Assigned statistical performance measurements to each department's major processes.
- Reduced backlog of uncompleted Medicaid Cost Reports.
- Developed more accurate accruals for fiscal year end closing.
- Recouped \$2 million due to agency from contractors.

DELCATH SYSTEMS, INC., Stamford, CT **2001-2003**

Chief Financial Officer

Responsible for financial management and SEC reporting of publicly held (Nasdaq Small Cap) development stage company that is conducting clinical trials to obtain F.D.A. approval for medical device used in cancer treatment. Reported to President/C.E.O.

Accomplishments:

- Closed public equity offering in May 2003.
- Cleaned up process for all S.E.C. filings resulting in reduced outside legal and accounting fees.
- Installed Quick Books Pro software, and reduced monthly closing cycle by over one week.
- Reviewed and amended all administrative policies. Drafted and implemented employee manual.
- Transitioned company to new legal and accounting firms.

Other Professional Experience:

THE JOCKEY CLUB, New York, NY **2000-2001**

V.P. Business Development

Non profit provider of registration and data services for the thoroughbred racing industry. Newly created position. Responsible for closing and integrating acquisition, analyzing feasibility of entry into digitized in race tracking and photo finish business. Reported to Executive V.P./C.F.O.

U.S. HOMECARE CORPORATION, Hartford, CT **1999**

V.P. Finance & Chief Financial Officer-*Seven month assignment to prepare Company for sale.*

Company was a publicly held operator of Medicare and Medicaid certified home health care agencies. Operating units were sold in early 2000.

FAIRCHILD PROPERTIES, LTD., New York, NY **1998-1999**

Chief Financial Officer-Health Care Group

Privately held for profit owner and operator of skilled nursing facilities. Responsible for modernizing information systems and improving financial performance of long term care operations.

NHS NATIONAL HEALTH SERVICES, INC., New York, NY **1992-1998**

V.P. Finance and Chief Financial Officer

Privately held provider of medical examination services at over fifty sites and under annual or multi-year contracts (\$100K-\$50.0 million) for large corporations and government agencies. In addition to managing the financial operations of the business, assisted and advised owner in planned sale of all business segments after which he retired.

EUTECTIC CORPORATION, Flushing, NY **1988-1992**

V.P. Finance & Administration, and Secretary

U.S. subsidiary of privately held Swiss parent and engaged in manufacturing, distribution and sales of welding products domestically and internationally.

POWELL DUFFRYN (USA), LTD., Stamford, CT **1981-1988**

Controller, Treasurer and Secretary

U.S. subsidiary of publicly held U.K. parent, and engaged in the acquisition and management of industrial and engineering companies based throughout the U.S.

DAMSON OIL CORPORATION, New York, NY **1979-1981**

New York Controller

Publicly held owner of development and production oil and gas properties and sponsor/GP of oil and gas limited partnerships.

ARTHUR YOUNG & COMPANY, New York, NY **1976-1979**

Senior Accountant 1979

Staff Accountant 1976-1979

Education: M.B.A., Cornell University, 1976; B.A., Fordham College, 1973

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
White, David	President	\$164,000	15	\$24,600
Strigler, Donna	Vice President of Compliance	\$104,000	15	\$15,600
Grogan, Thomas	Vice President of Finance	\$104,000	15	\$15,600
Platt, Edward	Vice President of Operations	\$104,000	15	\$15,600



56 mac

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF MEDICAID BUSINESS AND POLICY

Jeffrey A. Meyers
Commissioner

Kathleen A. Dunn
Associate Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9422 1-800-852-3345 Ext. 9422
Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

April 25, 2016

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Executive Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services to amend an existing agreement with Coordinated Transportation Solutions, Inc. (Vendor #271968) 35 Nutmeg Drive, Suite 120, Trumbell, CT 06611, for the management of the transportation benefit offered to members of the New Hampshire Health Protection Premium Assistance Program and Medicaid Fee-For-Service on a statewide level, by adjusting the scope of services and financial terms in order to be compliant with federal regulations effective upon Governor and Executive Council approval with no change to the price limitation of \$7,122,000 and no change to the contract completion date of December 31, 2016. This is a zero cost amendment.

The original contract was approved by the Governor and Executive Council on December 16, 2015 (Late Item #A2)

Funds to support this request are available in the following accounts in State Fiscal Years 2016 and 2017 upon continued availability and appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office without further approval from the Governor and Executive Council, if needed and justified.

05-95-47-470010-3099 HEALTH AND SOCIAL SERVICES; HEALTH AND HUMAN SVCS DEPT OF HHS: OFC OF MEDICAID & BUS PLCY, OFF OF MEDICAID BUS. & POLICY, NHHP Trust Fund (100% Federal Funds)

SFY	Class/Account	Class Title	Activity Code	Total
2016	101-500729	Medical Payments to providers	47003302	\$2,516,000
2017	101-500729	Medical Payments to providers	47003302	\$2,516,000
Subtotal SFY 2016 & 2017				\$5,032,000

**05-95-47-470010-7948 HEALTH AND SOCIAL SERVICES; HEALTH AND HUMAN SVCS DEPT OF
 HHS: OFC OF MEDICAID BUS. & PLCY, OFF. OF MEDICAID BUS. POLICY, Fee-For-Service (50%
 Federal Funds/50% General Funds)**

SFY	Class/Account	Class Title	Activity Code	Total
2016	101-500729	Medical Payments to providers	47004033	\$1,045,000
2017	101-500729	Medical Payments to providers	47004033	\$1,045,000
Subtotal SFY 2016 & 2017				\$2,090,000
Contract Total				\$7,122,000

EXPLANATION

The purpose of this amendment is to become compliant with federal regulations in order to receive federal match funding for contract expenses by making changes to the scope of services and the financial terms of the contract.

The vendor provides medically necessary, non-emergency transportation for over 45,000 individuals in the Premium Assistance Program and 10,000 individuals in the fee-for-service program. Non-emergency transportation is a mandatory Medicaid benefit that assures beneficiaries without access to transportation, will be able to attend medically necessary health services, such as doctor and dental appointments.

In developing the scope of services attention was given to assuring an adequate transportation provider network that was inclusive of all providers regardless of the size of the business, as long as the provider meets all of the basic health and safety regulations and executes an agreement with the vendor.

After the Governor and Executive Council approved the original agreement between the Department and the vendor, the Department submitted the agreement to the Centers for Medicare and Medicaid Services for approval, as required by federal regulations. Upon review of the agreement, the Centers for Medicare and Medicaid Services informed the Department that changes needed to be made to the scope of services as well as to the financial terms of the agreement in order for the agreement to be in compliance with federal regulations and specifically to be eligible for the 100% federal match for the transportation costs for the NH Health Protection Program. The agreement must be in compliance with the federal regulations in order for the Department to receive federal match funding for funds expended by the Department for this mandatory Medicaid benefit.

The Department made changes to the scope of services, which include removing the requirement that beneficiaries must provide a forty-eight hour notice to request a ride as well as the provisions regarding the reimbursement of drivers for times when clients “no show” without prior notice. The Department also changed the financial terms, which include amending the contract from a monthly invoice to a ‘per member per month’ payment to the vendor. By making the change to a per member per month payment methodology the service is now considered a medical benefit rather than an administrative cost. Under the NH Health Protection Program, if a service is considered an administrative cost, it is paid fee-for-service and only receives a 50% federal match. Switching to a capitated, per member per month payment methodology allows the Department to administer this service as a medical benefit and therefore the NH Health Protection Program transportation costs are matched at 100%. The vendor is in agreement with these changes and a draft of this amendment was reviewed by the Centers for Medicare and Medicaid Services to assure compliance.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Executive Council
Page 3 of 3

This agreement expires on December 31, 2016. It is the Department's intention to rebid these services for the next contract, which will be effective January 1, 2017. The Centers for Medicare and Medicaid Services has indicated that this will be a requirement for any future contract approvals.

The Department of Information Technology has been made aware of this amendment. The Department of Health and Human Services asserts that there has been no change to any information technology component of the base contract as a result of this amendment.

Should the Governor and Executive Council not approve this request; thousands of NH citizens will be impacted by not having access to transportation as a mandatory medical benefit covered by the Department of Health and Human Services under the NH Medicaid and NH Health Protection Programs. This will result in the inability of Medicaid and NH Health Protection Program beneficiaries to attend medical appointments. In addition, to date, it is estimated that by transitioning from a fee-for-service based payment methodology to one that is a capitated, monthly rate, is resulting in a savings of \$2 million for the Department along with better quality of care.

Geographic area served: Statewide

Source of Funds: 100% Federal Funds NH Health Protection Program/Premium Assistance Program

Source of Funds: 50% Federal Funds and 50% General Funds Medicaid Fee-For-Service

In the event that Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Kathleen A. Dunn, MPH
Associate Commissioner
Medicaid Director

Approved by:



Jeffery A. Meyers
Commissioner

New Hampshire Department of Health and Human Services
Non Emergent Transportation Services



State of New Hampshire
Department of Health and Human Services
Amendment 1 to Non Emergent Transportation Services Contract

(April 19 DW)
This first Amendment to the Non Emergent Transportation Services contract (hereinafter referred to as "Amendment 1") dated this 19th day of 2016, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Coordinated Transportation Solutions, Inc. (hereinafter referred to as "the Contractor"), a not-for profit company with a place of business at 35 Nutmeg Drive, Suite 120 Trumbell, CT 06611.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 16, 2015 (Late Item #A2), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, the State may, by written agreement of the parties;

WHEREAS, both parties agree to amend the Scope of Work and Method and Conditions Precedent to Payment;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1. Delete Exhibit A and replace it with:

Exhibit A- Amendment 1

2. Delete Exhibit B and replace it with:

Exhibit B- Amendment 1

Amendment #1

Contractor Initials

DW

Date 4/22/16



State of New Hampshire
Department of Health and Human Services
Amendment 1 to Non Emergent Transportation Services Contract

(April 19) _____
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WHEREAS, both parties agree to amend the Scope of Work and Method and Conditions Precedent to Payment;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1. Delete Exhibit A and replace it with:

Exhibit A- Amendment 1

2. Delete Exhibit B and replace it with:

Exhibit B- Amendment 1



New Hampshire Department of Health and Human Services
Non Emergent Transportation Services

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

4/22/16
Date

Kathleen Alwan
Name:
Title:

Coordinated Transportation Solutions, Inc.

4/22/16
Date

David L. White
Name: David L. White
Title: President

Acknowledgement:

State of GT, County of Fairfield on 4-22-16, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Elizabeth J. DeMaso
Name and Title of Notary or Justice of the Peace

My Comm Exp. 4-30-18

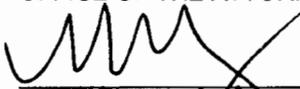
**New Hampshire Department of Health and Human Services
Non Emergent Transportation Services**



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

Date 6/3/14

OFFICE OF THE ATTORNEY GENERAL


Name: Michael J. Daniels
Title: Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date _____

Name: _____
Title: _____

Amendment #1

Contractor Initials DLW
Date 5/22/16



**EXHIBIT A, AMENDMENT 1
SCOPE OF SERVICES**

1. Provisions Applicable to All Services

- 1.1. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.2. For the purposes of this contract, all references to days shall be calendar days, unless otherwise noted.
- 1.3. The Contractor shall submit detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.4. The Contractor shall confirm client eligibility for non-emergent transportation services through the Department's Medicaid Management Information System (MMIS).
- 1.5. For the purposes of this contract, Vendor Providers include individuals and/or vendors who provide direct transportation services to eligible clients.
- 1.6. The Contractor shall:
 - 1.6.1. Ensure Premium Assistance Program (PAP) participants have access to transportation in order to attend non-emergent medical and dental appointments as well as to pick up prescriptions.
 - 1.6.2. Ensure Medicaid Fee-for-Service (FFS) participants eligible for standard Medicaid or the Medicaid Alternative Benefit Plan (ABP) have access to transportation in order to attend non-emergent medical and dental appointments as well as to pick up prescriptions.
 - 1.6.3. Ensure various modes of transportation, including adult medical day, are available for all members, including those members who need special assistance and those members who use durable medical equipment.
 - 1.6.4. Maintain a call center with access to interpreter services, and accommodations for speech and hearing-impaired clients at no additional cost to individuals.
 - 1.6.5. Process requests for mileage reimbursements, as needed.
- 1.7. The Contractor shall provide transportation services that safely transport all PAP and FFS individuals who may have vulnerable medical and/or psychological conditions.



**EXHIBIT A, AMENDMENT 1
SCOPE OF SERVICES**

- 1.8. The Contractor shall ensure transportation services must be available to and from non-emergent medically necessary Medicaid covered appointments, statewide and, at times, to adjacent states. Contractor shall ask members whether they have available transportation from a family member or friend (friends/family). Contractor shall ask members if they would like to be reimbursed for driving themselves or for taking a bus or train to the covered appointment.
- 1.9. The Contractor shall have the capability to accommodate special needs, including but not limited to:
 - 1.9.1. Transporting durable medical equipment (ie: oxygen or a wheelchair), as needed.
 - 1.9.2. Providing car seats for children who are accompanying PAP or FFS participants.
 - 1.9.3. Assisting participants to and from the vehicle, as needed.
- 1.10. That Contractor may require 48 hour notice for non-urgent transportation requests except for transportation requests to methadone clinic services, reimbursement for a member driving him/herself, trips involving bus or rail service or requests that involve friends/family. Contractor may require 48 hour notice for transportation involving all other commercial transportation requests. Contractor shall ensure transportation services are available on short notice (less than 24 hours notification) for urgent medically necessary medical appointments or hospital discharges, which may include, but are not limited to:
 - 1.10.1. Urgent care when a member must be seen within 48 hours (and as soon as two hours, as confirmed by a Medical Provider).
 - 1.10.2. Post-surgical and/or medical follow-up care specified by a Medical Provider to occurring fewer than 48 hours.
 - 1.10.3. Imminent availability of an appointment with a specialist when the next available appointment would require a delay of two weeks or more.
 - 1.10.4. An administrative or technical delay caused by the Broker, requiring that an appointment be rescheduled.
 - 1.10.5. Hospital discharges.
- 1.11. The Contractor shall inquire against the Department's Medicaid Management Information System (MMIS) to verify that members are eligible, on the date of service, to receive the service. Electronic inquiries may be submitted online using the MMIS portal or by submitting an ASC X12N 270 compliant



**EXHIBIT A, AMENDMENT 1
SCOPE OF SERVICES**

Eligibility Inquiry transaction or inquiries can be made through the MMIS automated voice response system.

- 1.12. The Contractor shall maintain detailed per member trip history, any administrative costs, and other financial records and must make those records available to support any federal or state audit inquiries. Contractor must maintain all records supporting claims for a minimum of 6 years or until the resolution of legal actions commenced within the 6 year period, whichever is longer.
- 1.13. The Contractor shall allow members to use both the DHHS and Contractor's mileage reimbursement forms until August 5, 2016.
- 1.14. The Contractor shall accept a physician signed mobility form for one year from the date of signature regardless of the diagnosis for the recipient who needs access to wheelchair van services.
- 1.15. The Contractor shall:
 - 1.15.1. Ensure that the transportation shall be the nearest, available provider of the necessary medical services via the shortest most economical route;
 - 1.15.2. Ensure that transportation outside of N.H., M.A., M.E., V.T. require prior authorization by the Department; and
 - 1.15.3. Ensure that the transportation being provided is not otherwise available to the member free of charge.

2. Contactor Obligations

- 2.1. Relationship with Vendor Providers. Contractor shall maintain written Vendor Provider subcontracts with each of its Vendor Providers requiring the Vendor Providers to comply with the terms and conditions of this contract. The form of Contractor's standard Vendor Provider subcontract and any material amendments thereto must comply with applicable law and, upon the Department's request, must be approved in advance by the Department. Upon request, Contractor shall make available to the Department and to any applicable regulatory authority a copy of each of its Vendor Provider subcontracts with Vendor Providers.
- 2.2. List of Vendor Providers. Contractor shall maintain and provide to the Department upon request and on a monthly basis. The Department expressly reserves the right to reject, suspend or terminate the participation of any Vendor Provider in the provision of non-emergent transportation services as contemplated under this Agreement.
- 2.3. Provision of Covered Services. Contractor, through Vendor Provider subcontracts with Vendor Providers, shall provide, or arrange for the



**EXHIBIT A, AMENDMENT 1
SCOPE OF SERVICES**

provision of, those non-emergent transportation services described in this Agreement. Each Vendor Provider shall provide all Covered Services in accordance with all legal requirements and recognized industry standards. In providing such services, Vendor Providers shall ensure that Covered Services are provided within the time frames specified in this Agreement.

- 2.4. Operational Standards Criteria. Contractor represents and warrants that Contractor and Vendor Providers shall at all times during this Agreement meet and maintain the requirements as outlined in Section 5 Vendor Provider Requirements t, as may be revised from time to time by the Department. Vendor Providers shall not provide Covered Services to Covered Persons unless and until Vendor Providers have completed the process as described in Section 5 Vendor Provider Requirements., Contractor shall supply such information within three (3) business days, as the Department reasonably requests in order to verify continued compliance with this Section. Initial compliance shall be provided by Contractor attestation of compliance for Contractor and Vendor Providers inclusive of a listing of each Vendor Provider currently under contract with the Contractor. Contractor agrees to provide the Department notice of any additions or deletions to this list on a monthly basis.
- 2.5. Determination of Covered Person Eligibility. Contractor shall determine whether a person seeking Covered Services is a Covered Person and shall determine whether the requested service is to a Medicaid covered appointment. If the Department determines that such person was not eligible for coverage at the time the services were rendered or the medical/dental visit was not Medicaid coverable, such services shall not be eligible for payment under this Agreement, and Vendor Provider may bill the affected person directly for such services at the applicable rates.
- 2.6. Compliance with Policies. Contractor shall, and shall cause Vendor Providers through its provider agreements to, comply and cooperate with all applicable Department policies, procedures, rules, and regulations. Additionally, Contractor shall require Vendor Providers to certify and attest to their compliance with all applicable policies, procedures, rules, and regulations. Such policies and procedures are subject to modification by the Department at its discretion, provided that the Department provides Contractor with thirty (30) days prior written notice of material modifications to these policies and procedures.
- 2.7. Performance Standards. Contractor shall, and shall cause Vendor Providers to participate in and cooperate with any performance standards outlined in this Agreement.



**EXHIBIT A, AMENDMENT 1
SCOPE OF SERVICES**

- 2.8. Grievance, Appeal and State Fair Hearing Procedures. Contractor shall, and shall cause Vendor Providers to:
- 2.8.1. Cooperate with the Departments Covered Person grievance and appeal procedures.
 - 2.8.2. Report to the Department all communications from and with Covered Persons relating to Covered Person benefit determinations, complaints, grievances, appeals.
 - 2.8.3. Forward to the Department all documents and records relating to Covered Person complaints or grievances within fourteen (14) days from the date of the complaint or grievance.
 - 2.8.4. Inform Covered Persons regarding the State Fair hearing process for adverse determinations or denials of requested services, including but not limited to, members right to a State fair hearing and how to obtain a State fair hearing in accordance with this Agreement and N.H. Administrative Rule He-C 200. If a member does not agree with the Contractor's denial, the member may file a request for a State fair hearing within thirty (30) days of the date on the Contractor's notice of resolution of the appeal or final adverse determination letter.
 - 2.8.5. Provide to the Department all supporting documentation and records relating to the denial and the request for a state fair hearing appeal within three (3) calendar days from the date the appeal was received by the Department.
 - 2.8.6. Provide all necessary support to DHHS for the duration of the appeal at no additional cost. The Office of the Attorney General or designee shall represent the State on an appeal from a fair hearing decision by a member.
- 2.9. Non-Solicitation. During the term of this Agreement, or any renewal thereof, and for a period of six (6) months from the date of termination, Contractor shall not, and shall ensure that Vendor Providers do not:
- 2.9.1. Advise, counsel or solicit any Covered Persons to end enrollment with a Plan, and will not solicit any Covered Persons to become enrolled with any other Plan, or other hospitalization or medical payment plan or insurance policy, for any reason.
 - 2.9.2. Interfere in any manner with Department's contractual relationships including but not limited to those with other transportation or health care providers.



**EXHIBIT A, AMENDMENT 1
SCOPE OF SERVICES**

- 2.10. Network Adequacy. Contractor shall ensure a sufficient number of vehicles in-network, in accordance with the needs of Covered Persons and the standards identified within this Agreement, as may be amended from time to time. The composition of the types of vehicles in-network must be reflective of the needs of Covered Persons.
- 2.10.1. Contractor must demonstrate network adequacy to the Department prior to Service Start, and quarterly or upon request thereafter in accordance with this Agreement. If at any time the Department identifies inadequacy in the network through any performance related deficiencies as outlined in this Agreement or otherwise identifies that there is a need for additional network capacity, the Department shall have the right to require Contractor to increase network capacity.
- 2.10.2. Contractor shall provide a plan for increasing network capacity within fifteen (15) calendar days of the Department identifying network inadequacy for Department approval. Once approved, Contractor shall execute said network capacity plan as expeditiously as possible.
- 2.10.3. Contractor shall provide quarterly reports to DHHS to include but not be limited to:
- 2.10.3.1. NEMT requests delivered by mode of transportation;
- 2.10.3.2 NEMT request authorization approval rates by mode of transportation;
- 2.10.3.3 NEMT scheduled trip results by outcome e.g. whether transportation was delivered;
- 2.10.3.4 NEMT services delivered by type of medial service;
- 2.10.3.5 NEMT service use by population; and
- 2.10.3.6 Number of transportation requests that were delivered late and not on time excluding trips to methadone clinics/treatment.
- 2.10.3.6.1 On-time shall be defined as less than or equal to fifteen (15) minutes of the appointed time; and
- 2.10.3.7 Member cancellations of scheduled trips by reason for member cancellations.
- 2.11. Member Call Center. The Contractor shall operate a NH specific call center Monday through Friday, except for state approved holidays. The call center shall be accessible through a statewide toll-free number. The call center shall be staffed with personnel who are knowledgeable about the NHHPP PAP and FFS to answer member inquiries.



**EXHIBIT A, AMENDMENT 1
SCOPE OF SERVICES**

- 2.11.1.1. Contractor shall ensure that after regular business hours the member call center line is answered by an automated system with the capability to provide callers with information regarding operating hours and instructions on how to obtain emergency medical transportation.
- 2.11.1.2. Contract shall ensure that the after-hours vendor returns urgent requests for transportation within an hour of the member's call and if the request is urgent, that transportation is scheduled within 2 hours of the member's request.
- 2.11.1.3. Contract shall ensure that non-urgent requests for transportation left on the automated system are returned on the next business day.
- 2.11.2. At a minimum, excluding weather emergency declarations by the State of New Hampshire, the call center shall be operational:
 - 2.11.2.1. Monday thru Friday : 8:00 am EST to 6:00 pm EST; and
 - 2.11.2.2. During major program transitions, additional hours and capacity shall be accommodated by the Contractor, subject to mutual agreement in accordance with Paragraph 18 of Form P-37 of this Contract.
- 2.11.3. The member call center shall meet the minimum standards listed in the table below. The Department reserves the right to modify standards:



**EXHIBIT A, AMENDMENT 1
 SCOPE OF SERVICES**

Call Center Accessibility	Minimum Goal
Blockage Rate (Percentage) – the weekly percentage of total calls that receive a busy signal.	0%
Abandoned Call Rate (Percentage) – the weekly percentage of total calls that are abandoned by the client.	5%
Call Center – Speed of Service	Minimum Goal
Average Speed of Answer: the percentage of weekly live calls that are answered within 30 seconds.	90%
Average wait time/hold status of less than 4 minutes	90%
Voicemail messages responded to no later than the next business day.	90%

- 2.11.4. The Contractor shall develop a means of coordinating its call center with the DHHS Customer Service Center.
- 2.11.5. The Contractor shall develop a warm transfer protocol for members who may call the incorrect call center to speak to the correct representative. Should the Contractor establish capacity to provide monthly reports to DHHS on the number of warm transfers made and the program to which the member was transferred, those reports shall be provided at the end of the first month of established functionality.
- 2.11.6. The Contractor shall establish a member hotline that shall be an automated system that operates outside of the call center standard hours, Monday through Friday and at all hours on weekends and holidays, which shall be capable of accepting, recording and providing instructions to incoming callers.
- 2.11.7. The Contractor shall have a comprehensive plan to handle call volume that exceeds staff capacity. The plan shall include the capacity to roll calls over by shifting resources to accommodate within one hour of the increase in call volume.
- 2.11.8. The Contractor shall ensure call center staff verify each caller's identity using at least two points of verification through the MMIS system.
- 2.11.9. The Contractor shall develop telephone scripts, as approved by the Department, which shall be used by call center staff.



**EXHIBIT A, AMENDMENT 1
SCOPE OF SERVICES**

- 2.11.10. The Contractor shall ensure the telephone system used to provide services meets or exceeds the following requirements:
- 2.11.10.1. Capability of transferring calls to the Department's Voice Over Internet Protocol (VOIP) system.
 - 2.11.10.2. Capability of accepting inbound and placing outbound calls.
 - 2.11.10.3. Ability to transfer calls received that have unique circumstances or situations that will need to be transferred to the Department.
 - 2.11.10.4. Ability to route calls to specific queues, such as an automatic call distribution system. The system used during regular business hours shall:
 - 2.11.10.5. Provide information about the Department's website.
 - 2.11.10.6. Ability to track call statistics necessary to provide reports specific to this contract.
- 2.11.11. The Contractor shall permit the Department to monitor live calls while on-site at the call center. The Contractor shall make available the same business day digital files of calls received, when requested by the Department.
- 2.12. Vendor Provider Listings. Contractor agrees that the Department may use Contractor's and any Vendor Provider's name in marketing, advertisement, and Covered Person information materials, including provider and related directories. Vendor Providers may list the Department as among the organizations for which they provide Covered Services, but shall not otherwise use the Department's name without the Department's written consent. Contractor may permit Vendor Providers to display signs identifying the Department within Vendor Providers' vehicles, provided such signage has been approved or provided by the Department.
- 2.13. Compliance with Laws. Contractor shall, and shall contractually require Vendor Providers to, carry out all obligations under this Agreement and to provide Covered Services in a manner prescribed under applicable federal and State laws, regulations, and codes, as well as the Department's applicable administrative rules, policies and procedures. This Agreement shall be subject to the applicable material terms of the Agreement, as may be amended from time to time.
- 2.14. Covered Person Communication. Contractor shall not, and shall ensure that Vendor Providers do not, direct marketing efforts at any Covered Person.



**EXHIBIT A, AMENDMENT 1
SCOPE OF SERVICES**

Contractor shall, and shall require Vendor Providers to conduct all communications with Covered Persons in a respectful manner.

- 2.15. Vendor Provider Outreach. Contractor shall have at least annual town hall meetings with Vendor Providers to discuss and resolve outstanding issues, conduct training, or any other reasonable purpose. In addition, maintain a dedicated toll free line for transportation providers to call with any inquiries, complaints, training needs, etc.
- 2.16. Information Systems. Contractor shall maintain such information data systems necessary to provide data as required by this Agreement. Contractor shall be responsible for the costs and expenses it incurs in relation to the establishment and maintenance of such systems.
- 2.17. Department Exclusive Vendor Providers. Contractor shall accommodate Department requests to maintain exclusive Vendor Provider relationships (not in the Contractor network) for the exclusive use of Covered Person.
- 2.18. Overpayments: Contractor shall promptly, but no later than within fifteen (15) business days after receiving notice from the State, or on self-discovery by the Contractor, return to the State the full amount of any overpayment or erroneous payment made by the State,

3. Contractor/Department Engagement

- 3.1. Dedicated Resources. Contractor shall allocate certain customer service representatives, provider relations representatives, quality assurance technicians, accounting technicians and others necessary to facilitate the transportation process. Contractor shall also allocate a dedicated resource to act as a project manager for the Department.
- 3.2. Communication. Contractor's dedicated resource to the Department shall have, at a minimum, one touch point call per week. As appropriate, Contractor shall engage additional resources within their organization to participate in the weekly call. The Department, in its sole discretion, may elect to change the frequency and duration of said meetings with reasonable notice to Contractor. Contractor shall produce a detailed communications plan (Local Operations Communications Plan) to supplement the local presence as required by this Agreement. The communications plan is due within (14) fourteen calendar days of the executed agreement, and shall require Department approval prior to implementation.
- 3.3. Geographic Training. Contractor shall ensure that all staff that will be assigned to or have an opportunity to provide services to the Department shall have a comprehensive understanding of New Hampshire's geography.
- 3.4. Local Operations Support. Contractor shall support Department local operations as follows:



**EXHIBIT A, AMENDMENT 1
SCOPE OF SERVICES**

- 3.4.1. The Contractor shall assign a staff member to support the Department's office locally. The Department and Contractor shall mutually agree on the skillset and experience required of the local presence staff member. The Department shall have the right to approve the designated staff member prior and to require the designated staff member to be available for face to face (in person or via available technology) at dates/times convenient to the Department.
- 3.4.2. Contractor shall be required to implement a communications plan, as approved by the Department, to support the effective communications to Vendor Providers and local operations.
- 3.4.3. Contractor shall prepare a training program for Department designated staff persons, to occur prior to the service start date, containing information as mutually agreed upon by both parties.
- 3.5. Staffing Ratio. Contractor shall maintain staffing ratios sufficient to meet or exceed the service expectations and obligations of this Agreement. Contractor shall provide the Department with an initial staffing ratio within thirty (30) days of execution of this Agreement for Department approval. Contractor staffing ratios shall be provided by Contractor to the Department on a quarterly basis. In the event of an anticipated change in service, such as an additional Product Attachment, the Department shall provide Contractor with advanced notice in accordance with this Agreement. Contractor shall provide the Department with revised staffing ratios to account for any anticipated change in service within thirty (30) calendar days of notification. The Department and Contractor agree to confer in good faith regarding dedicated Contractor staffing with respect to the services outlined in this Agreement.
- 3.6. Agreement Closeout.
- 3.6.1. During the closeout period, the Contractor shall work cooperatively with and supply program information to, any subsequent contractor and DHHS.
- 3.6.2 The Contractor shall continue to submit the information and records required under this Agreement within the time frames required.
- 3.6.3 Effective fourteen (14) calendar days prior to the last day of the closeout period, the Contractor shall work cooperatively with the new Contractor to process service authorization requests received. Disputes between the



**EXHIBIT A, AMENDMENT 1
SCOPE OF SERVICES**

Contractor and the new contractor regarding service authorizations shall be resolved by DHHS.

3.6.4 The Contractor shall be financially responsible for all other approved services when the service is provided on or before the last day of the closeout period, which ends December 31, 2016.

3.7. Compliance with rules to ensure Federal financial participation. Contractor shall ensure compliance with 42 CFR 440.170(a)(4)(ii) paragraphs (A) through (E). Federal financial participation is available at the medical assistance rate for the cost of a written brokerage contract that:

3.7.1. 42 CFR 440.170(a)(4)(ii)(A) Except as provided in paragraph (a)(4)(ii)(B) of this section, prohibits the broker (including contractors, owners, investors, Boards of Directors, corporate officers, and employees) from providing non-emergency medical transportation services or making a referral or subcontracting to a transportation service provider if:

3.7.1.1. 42 CFR 440.170(a)(4)(ii)(A)(1) The broker has a financial relationship with the transportation provider as defined at § 411.354(a) of this chapter with "transportation broker" substituted for "physician" and "non-emergency transportation" substituted for "DHS"; or

3.7.1.2. 42 CFR 440.170(a)(4)(ii)(A)(2) The broker has an immediate family member, as defined at § 411.351 of this chapter, that has a direct or indirect financial relationship with the transportation provider, with the term "transportation broker" substituted for "physician."

3.7.2. 42 CFR 440.170(a)(4)(ii)(D) In referring or subcontracting for non-emergency medical transportation with transportation providers, a broker may not withhold necessary non-emergency medical transportation from a Medicaid beneficiary or provide non-emergency medical transportation that is not the most appropriate and a cost-effective means of transportation for that beneficiary for the purpose of financial gain, or for any other purpose.

3.7.3. 42 CFR 440.170(a)(4)(ii)(E) The non-Federal share of all Medicaid payments under the transportation brokerage program must be in compliance with applicable Federal requirements in sections 1902(a)(2) and 1903(w) of the Act, and applicable Federal regulations set forth at § 433.50 through § 433.74 of this chapter.

4. Technology Requirements



**EXHIBIT A, AMENDMENT 1
SCOPE OF SERVICES**

- 4.1. Mapping Systems. Mapping/distance software used to calculate trip mileage for reimbursement and related purposes must be updated as needed on a monthly basis to ensure accurate geographic code distribution.
- 4.2. Reporting Systems. Contractor shall maintain the technology necessary to support the production of reports including, but not limited to: assigned trips; completed trips; member no-shows; provider no-shows; rejected trips; and cancelled trips, and costs for trips.
- 4.3. Online Functionality. Contractor shall implement online system for submitting claims and mileage reimbursement information.
- 4.4. Electronic Data Interchange (EDI) transaction processing and interfacing with the NH MMIS for member eligibility verification: Contractors shall verify member NHHPP and FFS eligibility for the date of service either by submitting an ASC X12N 270 eligibility inquiry transaction and receiving the 271 eligibility inquiry response, submitting an online eligibility verification request, or calling the automated voice response system. Failure to confirm eligibility for the date of service will result in claims not being paid if the member is determined during claims processing not to be eligible.
- 4.5. Electronic Data Interchange Member Enrollment Processing – Contractor shall receive and process member benefit plan enrollment data from the MMIS in the form of an ASC 834 Benefit Enrollment transaction if the Contractor chooses to receive member enrollment data.
- 4.6. Electronic Data Interchange Claims Processing – Contractor will receive capitation payment information from MMIS using the ASC X12N 820 Professional transaction or other supplemental payment reports.

5. Vendor Provider Requirements

- 5.1. The Contractor shall ensure all Vendor Providers are compliant with the following requirements, which shall be included as minimum requirements in all Vendor Providers subcontracts. Requirements include, but are not limited to:
 - 5.1.1. **Confidentiality.** Vendor Providers shall treat every aspect of Covered Services as confidential, including the fact of Department eligibility and/or enrollment and any or all information pertaining to a Covered Person's physical or mental health status or condition. Each Vendor Providers shall execute a valid HIPAA subcontractor agreement with Contractor pursuant to the terms of Contractor's Business Associate Agreement with the Department.
 - 5.1.2. **Hold Harmless.** Vendor Providers shall accept the amounts paid by Contractor for Covered Services furnished to Covered Persons as payment in full and in no event, including but not limited to



**EXHIBIT A, AMENDMENT 1
SCOPE OF SERVICES**

nonpayment by Payor or Contractor, Payor's or Contractor's insolvency, or breach of Contractor's agreement with the Vendor Provider, shall the Vendor Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from or have any recourse against a Covered Person, the Department, the Payor (if the Payor has made payments in accordance with this Agreement) or parties other than Contractor for Covered Services provided to Covered Persons in accordance with this Agreement.

5.1.3. Legal Compliance.

5.1.3.1. Compliance, Licensure and Certifications. Vendor Providers and, as applicable, any drivers employed or contracted by Vendor Providers, shall comply with all applicable local, state, and federal laws and regulations, and shall hold in good standing any and all licenses and certifications required under such laws and regulations for the provision of Covered Services.

5.1.3.2. Safety and Comfort Standards. Vendor Providers shall comply with all applicable local, state, and federal transportation safety standards, Department policies and procedures and applicable industry and accreditation standards relating to passenger safety and comfort, including but not limited to:

5.1.3.2.1. Requirements relating to the maintenance of vehicles and equipment.

5.1.3.2.2. Passenger and wheelchair accessibility.

5.1.3.2.3. Availability and functioning of seat belts.

5.1.4. Insurance. Throughout the term of the subcontract with Contractor, and for so long as Vendor Provider is providing Covered Services in accordance with this Agreement, Vendor Provider shall obtain and maintain insurance, including but not limited to automobile liability insurance and general commercial liability insurance, as is necessary to provide coverage for losses and liabilities arising out of the acts and/or omissions of Vendor Providers (or their respective employees and/or agents) in the performance of, or injuries sustained during the provision of, Covered Services to Covered Persons as contemplated in this Agreement.

5.1.4.1. For commercial vendor providers ("vendor providers"), such insurance coverage shall be in amounts that are in



**EXHIBIT A, AMENDMENT 1
SCOPE OF SERVICES**

keeping with industry standards and that are acceptable to the Contractor and the Department, the minimum amounts of which shall be not less than \$500,000 for automobile liability to include bodily injury and property damage to one person for any one accident, and general commercial coverage \$750,000 for bodily injury and property damage to two or more person for any one accident, including coverage for all owned, hired, or non-owned vehicles, as applicable. For friends/family drivers, Contractor shall require general automobile liability insurance, and for recipients no automobile insurance requirements shall be required.

5.1.4.2. Such insurance coverage shall list the Contractor and the Department as additional insureds, and shall be evidenced by certificates of insurance issued by one or more insurance companies licensed to do business in New Hampshire, containing a thirty (30) day notice of cancellation endorsement.

5.1.4.3. Vendor Providers shall forward copies of such certificates of insurance to the Contractor prior to commencement of Covered Services, and shall issue to the Contractor and the Department, at any time upon request, copies of any applicable certificates of insurance, renewal, surcharge, cancellation notice, and/or verification of coverage.

5.1.4.4. Vendor Providers shall provide the Contractor with at least fifteen (15) days advance written notice in the event of cancellation, restriction or non-renewal of any insurance coverage required herein.

5.1.5. Performance Commitments.

5.1.5.1. Contractor No-Show Limits. No-shows are defined as instances where a Covered Person has requested transportation but where the transportation request is not fulfilled by the Contractor through no fault of the Covered Person. The Contractor shall have a zero tolerance policy for no-shows. Upon a report of no-show, Contractor shall:

5.1.5.1.1. Arrange for alternative transportation, if practicable.

5.1.5.1.2. Complete an investigation into the root cause of the no-show, with findings reported



**EXHIBIT A, AMENDMENT 1
SCOPE OF SERVICES**

to the Department within ten (10) business days.

5.1.5.1.3. Develop a plan to ensure sustainable performance of transportation for affected Covered Persons.

5.1.5.2. Performance Improvement Plans.

5.1.5.2.1. If there are greater than two (2) Vendor Provider no shows within a thirty (30) calendar day time period for a unique, individual Covered Person, the Contractor shall immediately take steps to resolve identified risks with Vendor Provider, including but not limited to, investigation of no-show circumstances.

5.1.5.2.2. If there are four (4) Vendor Provider no-shows within a thirty (30) calendar day time period affecting one or more Covered Person(s), Contractor shall implement a Performance Improvement Plan ("PIP") for Vendor Provider. The Contractor shall submit the PIP within three (3) Calendar Days of creation for approval by the Department.

5.1.5.3. Vendor Provider No-Show Responsibility. The Contractor shall be responsible for facilitating the subsequent rescheduling of transportation for a member following a Vendor Provider no-show, Vendor Provider cancellation less than twenty-four (24) hours in advance or Contractor failure to identify a Vendor Provider for a trip.

5.1.5.4. Outbound Calls and Member Confirmation. The Contractor shall confirm transportation with Covered Person, upon a Covered Person's request. When a Covered Person opts for such confirmation, the Contractor shall call the member at least twenty-four (24) hours or within a time period as specified by the Covered Person, in advance of the scheduled transportation time. All outbound calls to members shall be in accordance with applicable Federal regulations and State laws,



**EXHIBIT A, AMENDMENT 1
SCOPE OF SERVICES**

including but not limited to Telephone Communication Protection Act (TCPA) 47 USC 227.

- 5.1.5.5. Complaints. The Contractor shall provide a quarterly complaint report. The complaint rate shall remain below one percent (1%) of the total number of unique trips (including both valid and invalid complaints). The Contractor shall provide a monthly complaint log, including resolutions, to the Department. All complaints shall be resolved within fourteen (14) Calendar Days of receipt.
- 5.1.5.6. Trip Assignment. The Contractor shall ensure at least ninety- five percent (95%) of all trips scheduled within or before the required advance notice period, as mutually defined by the parties, are assigned to a Vendor Provider. If no Vendor Provider is found, the Contractor shall:
 - 5.1.5.6.1. Communicate such to the Covered Person at least twenty-four (24) hours before the trip before 5pm; before the scheduled trip time.
 - 5.1.5.6.2. Facilitate subsequent transportation arrangements.
- 5.1.5.7. Availability of Durable Medical Equipment (DME). Wherever possible, Contractor shall arrange for Vendor Providers with capabilities to provide DME to Covered Persons during transportation when such request is made in scheduling transportation. DME shall include, but not be limited to, wheelchairs and oxygen.
- 5.1.5.8. Mileage Reimbursement



**EXHIBIT A, AMENDMENT 1
SCOPE OF SERVICES**

- 5.1.5.8.1. The Contractor shall provide the Department with monthly reports on the utilization of the mileage reimbursement program.
- 5.1.5.9. Claims Processing. The Contractor must process one hundred percent (100%) of all Vendor Provider clean claims and member or friends/family mileage reimbursement requests within thirty (30) calendar days from date of receipt. Contractor shall not process non clean Vendor Provider claims.
- 5.1.5.10. Call Recordings. The Contractor shall produce call recordings requested by the Department within one (1) business day of request.
- 5.1.5.11. Vendor Provider Monitoring. The Contractor shall implement a Vendor Performance report card with standards and metrics as mutually determined and agreed upon, in writing, by the Contractor and the Department.
- 5.1.5.11.1. The Contractor shall provide the results of aforementioned report cards to the Department at least quarterly.
- 5.1.5.11.2. Vendor Providers receiving a score of less than ninety five percent (95%) for successive monitoring periods shall be put on a Performance Improvement Plan.
- 5.1.5.11.3. The terms of the PIP shall be made available to the Department. In its sole discretion, the Department may request termination of a Vendor Provider for failure to successfully perform under a Performance Improvement Plan.
- 5.1.6. **Vehicle Standards and Safety Inspections.** The Contractor shall monitor Vendor Providers to ensure compliance with the vehicle and safety standards outlined in this section.
- 5.1.6.1. Condition of Vehicle and Safety Equipment. Vehicles used in the provision of Covered Services ("Vehicles"), shall be properly maintained for the Covered Persons' comfort and safety. Such maintenance includes, but is not limited to, ensuring the following:



**EXHIBIT A, AMENDMENT 1
SCOPE OF SERVICES**

- 5.1.6.1.1. Interior of Vehicles must be clean and well-maintained.
- 5.1.6.1.2. Availability of an appropriate and adequate seating for secure and safe transport for each Covered Person and escort, child or personal care attendant, and persons with disabilities.
- 5.1.6.1.3. Strict adherence to prohibition of smoking in all vehicles while transporting recipients. All vehicles shall post "no smoking" signs in all vehicle interiors, easily visible to the passengers.
- 5.1.6.1.4. Availability of appropriate safety equipment shall be present and operable in the Vehicle, including but not limited to the following:
 - 5.1.6.1.4.1. First Aid Kit.
 - 5.1.6.1.4.2. Accident Report Forms.
 - 5.1.6.1.4.3. Roadside reflective or warning devices.
 - 5.1.6.1.4.4. Flashlight.
 - 5.1.6.1.4.5. Chains or other traction devices (when appropriate).
 - 5.1.6.1.4.6. Disposable gloves.
 - 5.1.6.1.4.7. One (1) full charged dry carbon dioxide fire extinguisher, to be maintained in efficient operating condition, with at least a 1A:BC rating and bearing the label of Underwriter's Laboratory, Inc. The fire extinguisher shall be securely mounted on the vehicle in a clearly marked compartment and readily accessible;
- 5.1.6.1.5. Vehicles shall be maintained in good operating condition, and must include, among others, the following items in functioning condition:



**EXHIBIT A, AMENDMENT 1
SCOPE OF SERVICES**

- 5.1.6.1.5.1. Side and rear view mirrors.
 - 5.1.6.1.5.2. Horn.
 - 5.1.6.1.5.3. Functioning speedometer and odometer.
 - 5.1.6.1.5.4. Functioning two-way communication system to link all vehicles to the transportation providers' place of business.
 - 5.1.6.1.5.5. Working turn signals, headlights, taillights, and windshield wipers.
 - 5.1.6.1.5.6. Adequate and functioning heating and air conditioning systems.
 - 5.1.6.1.5.7. Seatbelts shall be equipped with an adjustable driver's restraining belt with the requirements of FMVSS 209, "Seat Belt Assemblies" (See 49 C.F.R. 571.209) and FMVSS 210, "Seat Belt Assembly Anchorages." (See 49 C.F.R. 571.210).
- 5.1.6.2. Vehicle Maintenance.
- 5.1.6.2.1. Vendor Provider shall maintain vehicle maintenance in accordance with:
 - 5.1.6.2.1.1. Manufacturer's safety and mechanical operating and preventive maintenance standards inclusive of tire inflation and tread groove pattern; and
 - 5.1.6.2.1.2. State and Federal laws, specifically Federal Motor Vehicle Safety Standards (FMVSS), 49 C.F.R. Part 571, Sections 102, 103, 104, 105, 108, 207, 209, 210, 217, 220,



**EXHIBIT A, AMENDMENT 1
SCOPE OF SERVICES**

221, 225, 302, 403 and 404,
October 1, 2004, are hereby
incorporated by reference.

5.1.6.2.2. Vendor Provider shall maintain and provide written documentation of preventive maintenance, regular maintenance, inspections, lubrication and repairs performed for each vehicle under their control. Such records shall be maintained for at least seven (7) years and include, at a minimum, the following information:

5.1.6.2.2.1. Identification of the vehicle, including make, model and license number or other means of positive identification and ownership.

5.1.6.2.2.2. Date, mileage, type of inspection, maintenance, lubrication or repair performed, and a description of each.

5.1.6.2.2.3. If not owned by Vendor Provider, the name of any person or lessor furnishing any vehicle.

5.1.6.2.2.4. The name and address of any entity or contractor performing an inspection, maintenance, lubrication or repair.

5.1.6.3. Information Displayed. All vehicles shall have:

5.1.6.3.1. The Vendor Provider's name, vehicle number (if applicable), and the Department's phone number prominently displayed within the interior of each vehicle.

5.1.6.3.2. Instructions for normal and emergency operation of the lift or ramp shall be carried or displayed in every vehicle.

5.1.6.3.3. Information noted in Section 5.1.6.1.3., above.



**EXHIBIT A, AMENDMENT 1
SCOPE OF SERVICES**

- 5.1.6.4. ADA. Vehicles shall comply with the American's with Disabilities Act (ADA) regulations. Any vehicles used for the purpose of transporting individuals with disabilities (paratransit) shall meet the requirements set forth in 49 CFR Part 38, hereby incorporated by reference, and the following:
- 5.1.6.4.1. Installation of a wheelchair lift or ramp shall not cause the manufacturer's GVWR, gross axle weight rating or tire rating to be exceeded.
 - 5.1.6.4.2. Except in locations within three and one half (3½) inches of the vehicle floor, all readily accessible exposed edges or other hazardous protrusions of parts of wheelchair lift assemblies or ramps that are located in the passenger compartment shall be padded with energy absorbing material to mitigate injury in normal use and in case of a collision. This requirement shall also apply to parts of the vehicle associated with the operation of the lift or ramp.
 - 5.1.6.4.3. The controls for operating the lift shall be at a location where the driver or lift attendant has a full view, unobstructed by passengers, of the lift platform, its entrance and exit, and the wheelchair passenger, either directly or with partial assistance of mirrors. Lifts located entirely to the rear of the driver's seat shall not be operable from the driver's seat, but shall have an override control at the driver's position that can be activated to prevent the lift from being operated by the other controls (except for emergency manual operation upon power failure).
 - 5.1.6.4.4. The installation of the wheelchair lift or ramp and its controls and the method of attachment in the vehicle body or chassis shall not diminish the structural integrity of the vehicle nor cause a hazardous imbalance of the vehicle. No part of the assembly, when installed and stowed, shall



**EXHIBIT A, AMENDMENT 1
SCOPE OF SERVICES**

extend laterally beyond the normal side contour of the vehicle or vertically beyond the lowest part of the rim of the wheel closes to the lift.

5.1.6.4.5. Each wheelchair lift or ramp assembly shall be legibly and permanently marked by the manufacturer or installer with the following minimum information:

5.1.6.4.5.1. The manufacturer's name and address.

5.1.6.4.5.2. The month and year of manufacture.

5.1.6.4.5.3. A certificate that the wheelchair lift or ramp securement devices, and their installation, conform to State requirements applicable to accessible vehicles.

5.1.6.5. Vehicle State Inspection Requirement.

5.1.6.5.1. Vendor Provider shall ensure all vehicles are inspected and meet state inspection standards. Vendor Providers identified in this section, exclude public transportation/mass transit, which are required to comply with federal and state requirements and inspections. All vehicles used to transport Covered Persons shall be state inspected and registered in accordance with state law prior to the provision of services. Records and documentation of annual state as well as documentation of any required corrective actions shall be retained, for compliance review, a minimum of six (6) years by the Vendor Provider or until the resolution of legal actions commenced within the 6 year period, whichever is longer.

5.1.6.5.2. Vendor Provider shall obtains and provide to the Contractor the relevant documentation that the vehicle meets the standards



**EXHIBIT A, AMENDMENT 1
SCOPE OF SERVICES**

prescribed by law and is safe for transportation services. Documentation of the state inspection shall include:

5.1.6.5.2.1. Identification of the individual(s) performing the inspection.

5.1.6.5.2.2. The date of inspection.

5.1.6.5.2.3. Identification of the vehicle inspected.

5.1.6.5.2.4. Identification of the equipment and devices inspected including the identification of equipment and devices found deficient or defective (specifically identify corrections required in order for the Vendor Provider vehicle to meet the requirements of the state inspection.).

5.1.6.5.2.5. Identification of deficient or defective items and notice of the actions taken to complete the corrective the deficiencies.

5.1.6.5.3. For taxis and any other commercial vehicles, Vendor Provider shall ensure all vehicles are maintained and operated in accordance with town or city municipal ordinances or code in addition to any applicable state or federal law requirements.

5.1.6.6. Vendor Provider Pre-Service Inspections.

5.1.6.6.1. Contractor shall require Vendor Providers to complete an inspection of all vehicles prior to the provision of services each day. The inspection shall ensure the vehicle is safe, clean and in good working order. The Vendor Provider shall not permit the provision of services and shall report to the Contractor, all defects and deficiencies that are likely to affect safe operation or cause mechanical malfunctions that result in the discontinuation of vehicle use in their fleet.



**EXHIBIT A, AMENDMENT 1
SCOPE OF SERVICES**

The Vendor Provider shall make available upon request of the Contractor, documentation of a vehicle's corrective action when safe operation was in question in accordance with the above.

5.1.6.6.2. Vendor Provider's inspection log, shall contain, and be available for audit by Contractor upon request, at a minimum the following inspected items:

5.1.6.6.2.1. Service and Parking Brakes;

5.1.6.6.2.2. Tires and Wheels (noting the tires and wheels are visibly free from cracks and distortion do not have missing, cracked or broken mounting lugs);

5.1.6.6.2.3. Steering;

5.1.6.6.2.4. Horn;

5.1.6.6.2.5. Lighting, including but not limited to devices, directional, and hazards;

5.1.6.6.2.6. Windshield wipers;

5.1.6.6.2.7. Mirrors;

5.1.6.6.2.8. Passenger doors and seats;

5.1.6.6.2.9. Exhaust systems;

5.1.6.6.2.10. Equipment for transporting wheelchairs; and

5.1.6.6.2.11. Safety and security and emergency equipment.

5.1.6.6.3. The results of safety inspections shall be randomly audited by the Contractor during site visits with the accompanying written report provided to the Department on an ongoing basis but in any event not less than annually and as needed based on complaint data.



**EXHIBIT A, AMENDMENT 1
SCOPE OF SERVICES**

5.1.6.6.4. Records of Vendor Provider daily pre-operational inspections shall be maintained for compliance review for a period no less than ninety (90) days..

5.1.6.6.5. Records of Vendor Provider vehicle maintenance records shall be maintained for compliance review for a period no less than seven (7) years. This requirement shall survive the termination of this contract.

5.1.7. Driver Standards.

5.1.7.1. Driver Responsibility and Training.

5.1.7.1.1. Contractor and Vendor Providers shall inform and formally train drivers of their job duties and responsibilities, and shall provide training for all equipment related to their Vehicles, including but not limited to the following training programs:

5.1.7.1.1.1. Briefing about the transportation program, reporting forms, Vehicle operation and pre-service inspection requirements, and the geographic area in which they will be providing service (to include information associated with the Provider Invoicing Policy and Procedures);

5.1.7.1.1.2. Road testing with the type of Vehicle the driver will be operating; and

5.1.7.1.1.3. Completion of defensive driving course, or an equivalent, within six (6) months of date of hire for drivers with moving violations within the past one (1) calendar year.

5.1.7.1.2. Contractor and Vendor Provider shall require the completion of training with explicit



**EXHIBIT A, AMENDMENT 1
SCOPE OF SERVICES**

instructional and procedural training and testing in the following:

- 5.1.7.1.2.1. Safety policies and responsibilities;
- 5.1.7.1.2.2. Operational vehicle and equipment inspections;
- 5.1.7.1.2.3. Basic operations, maneuvering and defensive driving techniques;
- 5.1.7.1.2.4. Boarding, alighting, assisting and securing passengers;
- 5.1.7.1.2.5. Operation of wheelchair lift and other special equipment and driving conditions;
- 5.1.7.1.2.6. Handling emergencies, security threats, and threat awareness, including communication of unsafe conditions.

5.1.7.2. Driver Selection, Reporting and Maintenance of Records.

5.1.7.2.1. Vendor Provider's shall ensure driver selection, includes at a minimum the requirements identified as follows:

- 5.1.7.2.1.1. Driver's appropriate and valid State driver's license, including a valid state chauffeur or taxi license/designation, if applicable;
- 5.1.7.2.1.2. Review of driver applicant's criminal and Division of Motor Vehicles record, including review of both personal and commercial or business driving record five (5) years in arears, which shall verify that the driver applicant has not:

5.1.7.2.1.2.1. Had more than three (3) moving violations and/or



**EXHIBIT A, AMENDMENT 1
SCOPE OF SERVICES**

accidents within the last three (3) years and that the applicant or employee has had no more than two (2) moving violations, two (2) accidents or a combination of more than two (2) moving violations and/or accidents within the last twelve (12) months.

5.1.7.2.1.2.2. Been convicted of any crimes against people or any drug or alcohol related offenses.

5.1.7.2.1.3. Any exceptions to Section 5.1.7.2.1.2., above shall be made only with the prior approval of Department to assure the Covered Persons will be in no jeopardy from the driver.

5.1.7.2.2. Vendor Provider and drivers are required to report fraudulent use of transportation services to the Contractor;

5.1.7.2.3. Vendor Provider and drivers shall be required to report or provide notice in accordance with the provisions of this agreement;

5.1.7.2.4. Vendor Provider shall maintain records:

5.1.7.2.4.1. Associated with the appropriate vetting and selection of its drivers, including background



**EXHIBIT A, AMENDMENT 1
SCOPE OF SERVICES**

- checks and records of the driver's completed training.
- 5.1.7.2.4.2. For tracking of preventive and routine vehicle service for a minimum period of seven (7) years, including daily inspection reports.
- 5.1.7.2.4.3. Any documents required as a part of this agreement.
- 5.1.7.3. Driver Safety Obligations. Vendor Provider shall ensure that all drivers satisfy the following requirements:
 - 5.1.7.3.1. Drivers shall maintain a valid driver's license and shall comply with state and federal regulations for vehicle transport on roadways.
 - 5.1.7.3.2. No driver shall use alcohol, narcotics, illegal drugs or drugs that impair ability to perform while on duty.
 - 5.1.7.3.3. No driver shall operate a vehicle when impaired as described above and if impaired by illness or fatigue.
 - 5.1.7.3.4. Drivers may not assist wheelchair passengers up or down more than one (1) step, unless it is determined by the Covered Person or guardian and driver that it can be performed safely.
 - 5.1.7.3.5. The driver shall ensure the safe transport of children in accordance with state law, including the proper installation and use of a car seat based on the age and height of the child.
 - 5.1.7.3.6. Vehicle transfer points shall provide shelter, security and safety of Covered Persons;
 - 5.1.7.3.7. Drivers shall not:
 - 5.1.7.3.7.1. Operate a vehicle with inoperable passenger doors or with the doors in the open position.



**EXHIBIT A, AMENDMENT 1
SCOPE OF SERVICES**

- 5.1.7.3.7.2. Leave the vehicle unattended in an unsafe condition with passenger(s) aboard at any time.
- 5.1.7.3.7.3. Permit use of the vehicle in a manner not permitted by the construction or design of the vehicle.
- 5.1.7.3.7.4. Operate any vehicle with recapped, regrooved or retreaded tires on the steering axle.
- 5.1.7.3.8. The Vendor Provider shall not:
 - 5.1.7.3.8.1. Permit or require a driver to drive more than twelve (12) hours in any one twenty-four (24) hour period. The driver is not permitted to drive until the driver fulfills the requirement of eight (8) consecutive hours off duty.
 - 5.1.7.3.8.2. Refuel vehicles in a closed building.
- 5.1.7.3.9. The Contractor shall establish procedures for drivers to deal with situations in which emergency care is needed for Covered Persons that they have been assigned to transport.
- 5.1.7.3.10. For safety and protection of the public due to conditions such as adverse weather, disaster, security threat, a road or traffic condition, medical emergency, or an accident.
- 5.1.7.4. Driver Service Obligations. Vendor Provider shall ensure that all drivers satisfy the following requirements:
 - 5.1.7.4.1. All drivers shall wear or have visible, easily readable proper identification;



**EXHIBIT A, AMENDMENT 1
SCOPE OF SERVICES**

- 5.1.7.4.2. Drivers shall offer boarding assistance if necessary or requested to the seating portion of the vehicle. Boarding assistance shall include but not be limited to:
 - 5.1.7.4.2.1. Opening and closing the vehicle door.
 - 5.1.7.4.2.2. Fastening the seat belt.
 - 5.1.7.4.2.3. Storage of mobility assistive devices.
- 5.1.7.4.3. Drivers shall minimize the number of times they refuel when passengers are in the vehicle.
- 5.1.7.4.4. Drivers shall only pick up and deliver Covered Persons to locations assigned by Contractor.
- 5.1.7.4.5. Drivers shall speak English.
- 5.1.7.4.6. Covered Persons property that can be carried by the passenger and/or driver may be stored safely on the vehicles at no additional charge. The driver shall provide safe and secure transportation of the following items, as applicable, within the capabilities of the vehicle:
 - 5.1.7.4.6.1. Wheelchairs.
 - 5.1.7.4.6.2. Child seats.
 - 5.1.7.4.6.3. Stretchers.
 - 5.1.7.4.6.4. Secured oxygen.
 - 5.1.7.4.6.5. Personal assistive devices.
 - 5.1.7.4.6.6. Intravenous devices.
- 5.1.7.4.7. Driver's shall identify themselves by name and company in a manner that is conducive to communications with a specific passenger, upon pick up of each Covered Person, group of Covered Persons, or representative guardian or associate of Covered Person except in situation where



**EXHIBIT A, AMENDMENT 1
SCOPE OF SERVICES**

the driver transports the Covered Person on a recurring basis.

5.1.7.4.8. Driver's shall not:

5.1.7.4.8.1. Leave the vehicle unattended with passenger(s) aboard for longer than five (5) minutes.

5.1.7.4.8.2. Eat, drink, or smoke in the vehicle unless medical necessity, exclusive to fluid consumption, is required for sustenance during transport.

5.1.7.4.9. The paratransit driver shall provide the Covered Person with boarding assistance, if necessary or requested, to the seating portion of the vehicle. The boarding assistance shall include, but not be limited to, opening the vehicle door, fastening the seat belt or utilization of wheel chair securement devices, storage of mobility assistive devices and closing the vehicle door. In the door-through-door paratransit service category, the driver shall open and close doors to buildings, except in situations in which assistance in opening and/or closing building doors would not be safe for passengers remaining in the vehicle. The driver shall provide assisted access in a dignified manner.

5.1.8. **Representation and Warranties.** The Vendor Provider shall represent and warrant any information furnished to the Contractor in connection with the background check of the Vendor Provider and drivers is true and correct and the Vendor Provider is not now and never has been excluded from the participation in any state or federal health care program.

6. Reporting Requirements

6.1. The Contractor shall provide reports to the Department as indicated in Tables, below:

6.1.1. TABLE 1-A File Transfers & State Reporting



**EXHIBIT A, AMENDMENT 1
 SCOPE OF SERVICES**

Table 1-A			
Report Name	Elements/Specifications	Frequency	Submission Schedule/Reporting Period
Claims Encounters /	X12 837P format or submitted via direct data entry using the MMIS online web portal.	At the contractor's discretion but no less frequently than monthly	The fifth (5 th) day of each month for the first fifteen (15) days of the prior month. The twentieth day (20 th) of each month, for the second half of the prior month.
<u>Electronic Data Interchange Claims Processing</u>	Contractor will receive capitation payment information from MMIS using the ASC X12N 820 Professional transaction or other supplemental payment reports	Monthly	TBD
Report names to align with Department requirements	Department reports as specified in the Reporting Specifications and per this Agreement.	Per Department specifications, upon request	In alignment with the Department's request

6.1.2. TABLE 2-A Oversight of Contractor Delegated Services Performance

Table 2-A			
Report Name	Elements/Specifications	Frequency	Submission Schedule/Reporting Period



**EXHIBIT A, AMENDMENT 1
 SCOPE OF SERVICES**

Table 2-A			
Report Name	Elements/Specifications	Frequency	Submission Schedule/Reporting Period
Monthly Transportation Scorecard	Trips Assigned, Trips Canceled, Late Trips, Missed Trips, Communication, Spot Checks, Site Visits, no-show compliance, significant event response, complaints and resolutions, Inbound telephone utilization report, claims report and utilization dashboard	Monthly	10 th Business Day of each month, for the prior month
Complaints Report	Report to contain both narrative and quantitative information including the total number of complaints received over the reporting period with an analysis of any identified trends and actions taken to address any concerns raised. Additionally, include verification of complaint resolution within the prescribed time period of fourteen (14) Calendar Days from receipt.	Monthly; Quarterly	10 th Business Day of each month Per the Joint Operating Committee meeting annual schedule; Upon request



**EXHIBIT A, AMENDMENT 1
 SCOPE OF SERVICES**

Table 2-A			
Report Name	Elements/Specifications	Frequency	Submission Schedule/Reporting Period
Inclement Weather	<p>Service impacts to transportation and Call Center operations as a result of inclement weather.</p> <ol style="list-style-type: none"> 1) The number of trips taking place that day and the number of rescheduled trips. 2) Information on call volume related to weather. 3) Information on complaints related to weather. 	<p>Per occurrence</p> <p>Provided by 10:00 AM EST the day of inclement weather and 9:0 AM EST the day following inclement weather</p>	As weather event occurs
Notification of Loss of Capacity to Conduct Business	In the event of a significant loss in capacity to meet the service requirements outlined in this agreement, including loss of telephone functionality, an unexpected and substantial decrease in staffing, significant changes to the vendor provider network.	Per occurrence	Per occurrence
Vendor Provider Rates of Reimbursement	Provide rates of reimbursement for the review and approval of the Department	Annually	To be submitted no later than March 31 st .



**EXHIBIT A, AMENDMENT 1
 SCOPE OF SERVICES**

6.1.3. TABLE 3-A Network and Vendor Provider Monitoring

Table 3-A			
Report Name	Elements/Specifications	Frequency	Submission Schedule/Reporting Period
Quarterly Transportation Provider Availability Evaluation & Member Access Report	A "Network Access Report" with a narrative that described the process for evaluating the network, reviewing any identified network inadequacies and describing actions taken to correct any gaps in the network. This report shall include an assessment of Covered Persons access to transportation services with annualized reporting on member approved, denied, missed, no show trip, as well as customer service access information. This report shall also include the requirements of Section 2.10.3 and provide information detailing the capacity of the Vendor Provider network by mode, geographic area and actual utilization.	Quarterly	Due at the end of each calendar quarter.
Vendor Provider List or Transportation Provider List	List of in-network (credentialed and contracted) transportation providers. To contain at a minimum: 1) Vendor Provider Agency Name 2) Transportation Type Offered	Quarterly, Per occurrence	



**EXHIBIT A, AMENDMENT 1
 SCOPE OF SERVICES**

Table 3-A			
Report Name	Elements/Specifications	Frequency	Submission Schedule/Reporting Period
	3) Counties Served 4) Note any additional service offered, for example the provision of wheelchairs, or accommodation for bariatric transports.		
Corrective Action or Performance Improvement Plans	Submitted in accordance with 30 days of the occurrence.	Per occurrence	Per occurrence
Vendor Provider Termination Report	To contain the following: 1) Name and number of Vendor Provider terminated and reason 2) Name and number of Vendor Providers to modify their credentialing status with reasons.	Per occurrence	Per occurrence



**EXHIBIT A, AMENDMENT 1
 SCOPE OF SERVICES**

6.1.4. TABLE 4-A: Fraud, Waste and Abuse

Table 4-A			
Report Name	Elements/Specifications	Frequency	Submission Schedule/Reporting Period
Fraud, Waste, and Abuse Report	Report contains a review that occurred for the primary purpose to detect fraud, waste and abuse, including the following information: 1) Members authorized for livery services 2) Top 20 Most Costly Covered Persons 3) Detailed No Show listing and analysis 4) Non-urgent requests received within less than the advance notice period 5) Denial report 6) Trip report greater than 25 miles	Quarterly	Per the Joint Operating Committee meeting annual schedule

6.1.5. TABLE 5-A: Plans

Table 5-A		
Report Name	Elements/Specifications	Submission Schedule/Reporting Period
Disaster Recovery	To include at minimum information on IT recovery, staffing and telephone back-up systems.	Within 60 days of the execution of the Agreement. To be produced annually for the onsite audit, thereafter.



**EXHIBIT A, AMENDMENT 1
 SCOPE OF SERVICES**

Table 5-A		
Report Name	Elements/Specifications	Submission Schedule/Reporting Period
Mileage Reimbursement Utilization Plan	Performance Commitment requirement.	One time submission, within 60 days of the execution of the Agreement.
Compliance Work Plan	Work plan for ensuring compliance with contract requirements in this Agreement, and with applicable state and federal laws.	Within 90 days of the execution of the Agreement; to be reviewed annually thereafter during the onsite audit.
Member Service Improvement Plan	In follow up to completed Member Satisfaction surveys, produce a plan to respond to identified areas of improvement.	As mutually agreed upon
Local Operations Communications Plan	Detailed plan to support the effective communications to Vendor Providers.	Within 30 days of the execution of the Agreement. To be re-evaluated annually during the onsite audit.
Quality Improvement Program Description, Work Plan, and Evaluation	<p>Narrative report made up of three parts:</p> <ol style="list-style-type: none"> 1) QI Program Description role and structure, specifically identifying the function of QI committee and other committees, including the identification of resources devoted to the QI program and the accountability to governing body. 2) QI Work Plan outlining the objectives and activities to implement the QI program including responsible staff member and timeframe for implementation and completion. 	Information to be provided annually; to be reviewed annually during onsite audit.



**EXHIBIT A, AMENDMENT 1
 SCOPE OF SERVICES**

Table 5-A		
Report Name	Elements/Specifications	Submission Schedule/Reporting Period
	<p>3) QI Program Evaluation identifying: a. QI plan improvements with specifics to the necessary revisions or development of policies and procedures to support implementation of improvements; and</p> <p>b. An assessment of the diversity needs of Covered Persons with a plan to address any identified unmet need.</p>	
Service Protocols (Policies and Procedures)	Service Protocols detailing the service requirements applicable to this Agreement to be provided via Policies and Procedures format.	Due thirty (30) days prior to Service Start or with the applicable modifications to service provision, to be evaluated at least annually thereafter by January 31 st .

6.1.6. TABLE 6-A: Financial Reporting

Table 6-A		
Report Category	Financial Reporting	
Report Name	Elements/Specifications	Submission Schedule/Reporting Period
Vendor Provider Reimbursement Rates	Identify by mode of transportation the reimbursement rate for Vendor Providers, including any individual contracts that pay at a higher rate than included the provided rate	Annually due on December 31. First submission due, December 31, 2016



**EXHIBIT A, AMENDMENT 1
 SCOPE OF SERVICES**

Table 6-A			
Report Category	Financial Reporting		
Report Name	Elements/Specifications	Submission Period	Schedule/Reporting
	chart.		
Audited Financial Statements	Standard information included in an audited financial statement.	Quarterly reporting due to Department within thirty (30) days of the end of each quarter. Annually due no later than January 31 st .	

7. Performance Measures & Liquidated Damages

7.1. The Contractor shall meet the minimum performance measures indicated in Table 1-B, below. Failure to meet performance measures may result in liquidated damages as described in Table 1-B, below:

TABLE 1-B Performance Measures & Liquidated Damages

Table 1-B				
Standard Metric	Target	Measurement Tool	Frequency	Liquidated Damages
Enrollment	Contractor shall load the enrollment file within two (2) Business Days of receipt from Department using a term by absence methodology.	Contractor to report to Department in a mutually agreed upon format	Monthly	\$0.02 PMPM each month eligibility is not loaded as specified.
Invoices-Processing Timeliness	Payment of invoices within thirty (30) days for provider clean claims and member or friends/family requests for mileage	Monthly Transportation Scorecard	Monthly	\$250 per day for each day beyond the due date



**EXHIBIT A, AMENDMENT 1
 SCOPE OF SERVICES**

Table 1-B				
Standard Metric	Target	Measurement Tool	Frequency	Liquidated Damages
	reimbursement, in alignment with Standards set forth in this Agreement.			
Covered Person State hearing Appeals	Covered Person appeals are not delegated to Contractor. Nevertheless, Contractor may be called upon to provide information on an appeal that the Department is processing. A request for information on a standard appeal shall be responded to within three (3) business days. An expedited appeal shall be responded to within one (1) business day. The Department must clearly communicate whether the appeal is standard or expedited, and give the appropriate	Information delivery in a format agreeable to both parties	Per Occurrence	\$0.02 PMPM each month acceptance rate is not met



**EXHIBIT A, AMENDMENT 1
 SCOPE OF SERVICES**

Table 1-B				
Standard Metric	Target	Measurement Tool	Frequency	Liquidated Damages
	deadline at the time of the request.			
State Requirements	No sanctions or liquidated damages will be assessed as a result of acts or omissions of Contractor.	Department Reports	Per Occurrence	\$0.01 PMPM for each month the target is not met.
Access to Services	In markets that Contractor is performing contracting and network development, Contractor must ensure that an appropriate provider is identified within two (2) days of a request for services, if applicable, or non-par provider will be secured.	Narrative report format as described in Section 6, Reports to be Prepared by the Contractor	Per occurrence	\$0.01 PMPM for each month the target is not met.
Contracting and Network Development	Contractor must maintain network adequacy requirements as required by the State pursuant to Section 2.10 of the Agreement. Contractor will not be assessed	Network and Provider Monitoring reports as identified in Section 6 Reports to be Prepared by the Contractor	Monthly	TBD



**EXHIBIT A, AMENDMENT 1
 SCOPE OF SERVICES**

Table 1-B				
Standard Metric	Target	Measurement Tool	Frequency	Liquidated Damages
	liquidated damages in cases where it can demonstrate that a provider is unwilling to contract.			
Call Center Performance	To align with the state's mandated performance requirements. Or any stricter requirements added by this state.	Monthly Transportation Scorecard	Monthly	\$0.02 PMPM each month for each metric below the standards prescribed (for abandoned or blocked call rates)
Provider No Show	Total No-shows not to exceed one percent (1%) of the total commercial in a month	Complaint Log	Per reporting in Section 6	\$0.01 PMPM each month the target is not met.
Complaints	Total Complaints not to exceed one percent (1%).	Compliant Log	Per reporting in Section 6	\$0.01 PMPM each month the target is not met.
Complaint Resolution	100% of complaints resolved within fourteen (14) Business Days of receipt	Compliant Log	Per reporting in Section 6	\$0.01 PMPM each month the target is not met.
Vehicle Safety	100% of vehicles pass daily safety inspection prior	Report	Quarterly Submission; Upon request as a part of	TBD



**EXHIBIT A, AMENDMENT 1
 SCOPE OF SERVICES**

Table 1-B				
Standard Metric	Target	Measurement Tool	Frequency	Liquidated Damages
	to use.		the Vendor Provider Transportation Scorecard	
Reliability	100% of vehicles used in the month shall have documented regular preventative maintenance records	Report	Monthly	TBD



Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This Contract is funded with general and federal funds. Department access to federal funding is dependent upon meeting the requirements set forth in the Catalogue of Family and Domestic Assistance (CFDA) # 93.778 US Department of Health and Human Services, Centers for Medicare and Medicaid Services, Medicaid Title XIX, Medical Assistance Program.
3. The Contractor invoiced the Department in the amount of \$1,350,782.00 as two (2) advances and one (1) pending advance in the amount of \$ 899,538 against the first one-hundred and fifty-two (152) days of vendor provider payments.
4. When MMIS go-live is realized, initial claim submissions by the Contractor shall be deducted against the advance before any payments are made to the Contractor.
5. Payment for said services shall be made as follows:
 - 5.1. DHHS will make a monthly retrospective payment to the Contractor for each fee-for-service (FFS) or Premium Assistance Program (PAP) member the Contractor provides or reimburses transportation.
 - 5.2. Capitation rates are for the Agreement period ending December 31, 2016 and DHHS shall perform reconciliation for the three advances referenced in 3 above.
 - 5.3. Capitation rate is determined as of the fifteenth (15th) day of the capitation month for the previous and does not change during the entire month regardless of member changes.
 - 5.4. Capitation payment settlements will be made at three (3) month intervals. DHHS will recover capitation payments made for deceased members, or members who were later determined to be ineligible for Medicaid.
 - 5.5. Capitation rates are as follows:
 - 5.5.1. An administrative rate of \$1.33 per member per month; and
 - 5.5.2. A transportation rate of \$9.76 per member per month.
 - 5.6. The Contractor shall submit claims for transportation services provided through the NH Medicaid Management Information System (MMIS) in the Accredited Standards Committee (ASC) X12 837P claim format.
 - 5.7. The Contractor shall receive capitation payment information from MMIS using the ASC X12N 820 Professional transaction or other supplemental payment reports.
 - 5.8. A final payment request shall be submitted no later than forty (40) days from the Form P37, General Provisions, Contract Completion Date, Block 1.7.
 - 5.9. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
 - 5.10. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to transfer the funds between State Fiscal Years within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

P mac



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES
DIVISION OF CLIENT SERVICES

Nicholas A. Toumpas
Commissioner

Carol E. Sideris
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9404 1-800-852-3345 Ext. 9404
Fax: 603-271-4232 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

*12/16/15
LATE ITEM
85.3% FEDERAL
14.7% GENERAL*

December 11, 2015

Her Excellency, Governor Margaret Wood Hassan
And the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services to enter into an agreement with Coordinated Transportation Solutions, Inc. (Vendor # TBD), 35 Nutmeg Drive, Suite 120, Trumbull, CT 06611, for the management of the transportation benefit offered to members of the New Hampshire Health Protection Premium Assistance Program and Medicaid fee-for-service on a statewide level in an amount not to exceed \$7,122,000 effective upon Governor and Executive Council approval through December 31, 2016.

Funds to support this request are available in the following accounts in State Fiscal Years 2016 and 2017 upon continued availability and appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office without further approval from the Governor and Executive Council, if needed and justified.

**05-95-47-470010-3099 HEALTH AND SOCIAL SERVICES; HEALTH AND HUMAN SVCS
DEPT OF HHS: OFC OF MEDICAID & BUS PLCY, OFF. OF MEDICAID & BUS. POLICY,
NHPP Trust Fund**

SFY	Class/Account	Class Title	Activity Code	Total
2016	101-500729	Medical Payments to Providers	47003302	\$2,516,000
2017	101-500729	Medical Payments to Providers	47003302	\$2,516,000
<i>Subtotal SFY 2016& 2017:</i>				\$5,032,000

**05-95-47-470010-7948 HEALTH AND SOCIAL SERVICES; HEALTH AND HUMAN SVCS
DEPT OF HHS: OFC OF MEDICAID & BUS PLCY, OFF. OF MEDICAID & BUS. POLICY,
Medicaid Care Management**

SFY	Class/Account	Class Title	Activity Code	Total
2016	101-500729	Medical Payments to Providers	47004033	\$1,045,000
2017	101-500729	Medical Payments to Providers	47004033	\$1,045,000
<i>Subtotal SFY 2016& 2017:</i>				\$2,090,000
<i>Combined Total SFY 2016& 2017:</i>				\$7,122,000

EXPLANATION

The purpose of this request is to ensure individuals who are members of the New Hampshire Health Protection Plan Premium Assistance Program continue having access to non-emergent transportation services. Access to non-emergent transportation services will help ensure individuals are able to attend medical, mental health and other medically necessary, but not emergent, appointments, including transportation to the pharmacy to pick up necessary prescriptions. This contract will also provide transportation services for the remaining Medicaid fee-for-service population.

The New Hampshire Health Protection Program (NHHPP) is the state authorized program to provide health insurance coverage to adults who are eligible for medical assistance under Section 1902 (a)(10)(A)(i)(VIII) of the Social Security Act.

Qualified Health Plans are commercial individual health insurance products certified for sale on the New Hampshire Marketplace. The Premium Assistance Program is the second phase of the NHHPP, through with the State of New Hampshire purchases individual health insurance coverage for eligible adults under Qualified Health Plans (QHP).

Transportation services for the NH Health Protection population are currently provided by Medicaid managed care health plans until December 31, 2015. As the NHHPP population moves to the Premium Assistance Program effective January 1, 2016, the State must provide wraparound services to ensure successful transitions from Medicaid managed care health plans to the Premium Assistance Program.

The Premium Assistance Program provides an Alternative Benefits Plan, which includes but is not limited to:

- The 10 essential health benefits (EHBs)
- Limited vision and limited dental care.
- Early periodic screening, diagnosis, and treatment (EPSDT) for 19 and 20 year olds.
- Non-emergent medical transportation.
- In-network Federally Qualified Health Centers.
- Free access to family planning services and providers.

These services were competitively bid. The Department released a Request for Proposals (RFP 16-DHHS-OHS-RFB-04) on October 28, 2015, which closed on November 20, 2015. Two proposals were received. A team of seasoned Department administrators reviewed the proposals. The bid sheet is attached.

Coordinated Transportation Solutions, Inc. obtained the highest score and was selected as the vendor for these services. The vendor is familiar with the population being served and is best suited to provide services to the NH population eligible for these services.

Should the Governor and Executive Council not approve this request, thousands of NH citizens will be impacted by not having access to transportation as a wraparound service covered by the Department of Health and Human Services under the NH Medicaid program. Without these transportation services, individuals enrolled in the NH Health Protection Plan

may not be able to get to their non-emergent medical and dental appointments on time. Nor will this segment of the population have return transportation available to them at the end of their appointment.

Geographic area served: Statewide

Source of Funds: 100% Federal Funds NH Health Protection Program / Premium Assistance Program

Source of Funds: 50% Federal Funds and 50% General Funds Medicaid Care Management Account

In the event that Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



 Carol E. Sidaris
Director

Approved by:



Nicholas A. Toumpas
Commissioner



DEC 14 11 5 AM '15
STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

December 11, 2015

Nicholas A. Toumpas, Commissioner
State of New Hampshire
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301-3857

Dear Commissioner Toumpas:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Coordinated Transportation Solutions, Inc., Trumbull, CT, as described below and referenced as DoIT No. 2016-070.

The purpose of this contract is to provide non-emergent transportation services to the members of the New Hampshire Health Protection Plan Premium Assistance Program. The contractor shall confirm client eligibility for non-emergent transportation services through the Department's Medicaid Management Information System (MMIS). The funding amount is not to exceed \$7,122,000.00 effective upon Governor and Council approval through December 31, 2016.

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

A handwritten signature in black ink, appearing to read 'Denis Goulet'.

Denis Goulet

DG/mh
DoIT 2016-070

cc: Leslie Mason, DoIT
Eric Borrin, DHHS



New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet

Transportation Management for
 New Hampshire Health Protection Plan (NHHP)
 Premium Assistance Program (PAP) Participants

16-DHHS-OHS-DCS-RFB-04

RFB Name

RFB Number

Bidder Name

1. Coordinated Transportation Solutions, Inc.

2. Logisticare Solutions, LLC

3. 0

4. 0

5. 0

6. 0

7. 0

8. 0

9. 0

10. 0

Pass/Fail	Maximum Points	Actual Points
	1400	1300
	1400	981
	1400	0
	1400	0
	1400	0
	1400	0
	1400	0
	1400	0
	1400	0
	1400	0

Reviewer Names

1. Kerri Coons, IT Manager IV
2. Mary J. Fields, Bus SYS Analyst
NH CHIS Proj Mgr & Bus Analyst
3. IV Medical care Management
Ops
4. Mark W. Pitcock, Director of MMIS
Operations Support
5. _____
6. _____
7. _____
8. _____
9. _____

Subject: Non Emergent Medical Transportation

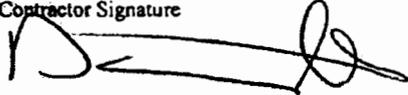
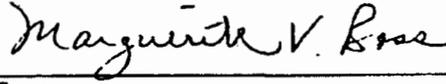
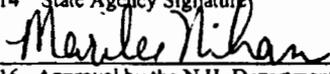
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Coordinated Transportation Solutions, Inc.		1.4 Contractor Address 35 Nutmeg Drive Suite 120 Trumbull, CT 06611	
1.5 Contractor Phone Number (203) 736-8810 Ext. 102	1.6 Account Number 05-95-47-470010-3099 05-95-47-470010-7948	1.7 Completion Date December 31, 2016	1.8 Price Limitation \$7,122,000
1.9 Contracting Officer for State Agency Eric Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory David J. White, President	
1.13 Acknowledgement: State of <u>CT</u> , County of <u>FAIRFIELD</u> On <u>DEC 10, 2015</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <div style="text-align: center;">  [Seal] </div>			
1.13.2 Name and Title of Notary or Justice of the Peace MARGUERITE V. BOSS ADMINISTRATIVE ASSISTANT / NOTARY PUBLIC			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Marilee Nihan Deputy Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>Attorney</u> <u>12/11/15</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



**EXHIBIT A
SCOPE OF SERVICES**

1. Provisions Applicable to All Services

- 1.1. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.2. For the purposes of this contract, all references to days shall be calendar days, unless otherwise noted.
- 1.3. The Contractor shall submit detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.4. The Contractor shall confirm client eligibility for non-emergent transportation services through the Department's Medicaid Management Information System (MMIS).
- 1.5. For the purposes of this contract, Vendor Providers include individuals and/or vendors who provide direct transportation services to eligible clients.
- 1.6. The Contractor shall:
 - 1.6.1. Ensure Premium Assistance Program (PAP) participants have access to transportation in order to attend non-emergent medical and dental appointments as well as to pick up prescriptions.
 - 1.6.2. Ensure Medicaid Fee-for-Service (FFS) participants eligible for standard Medicaid or the Medicaid Alternative Benefit Plan (ABP) have access to transportation in order to attend non-emergent medical and dental appointments as well as to pick up prescriptions.
 - 1.6.3. Ensure various modes of transportation are available for all members, including those members who need special assistance and those members who use durable medical equipment.
 - 1.6.4. Maintain a call center with access to interpreter services, and accommodations for speech and hearing-impaired clients at no additional cost to individuals.
 - 1.6.5. Process requests for mileage reimbursements, as needed.
- 1.7. The Contractor shall provide transportation services that safely transport NHHPP eligible individuals who may have vulnerable medical and/or psychological conditions.



**EXHIBIT A
SCOPE OF SERVICES**

- 1.8. The Contractor shall ensure transportation services must be available to and from non-emergent appointments, statewide and, at times, to adjacent states.
- 1.9. The Contractor shall have the capability to accommodate special needs, including but not limited to:
 - 1.9.1. Transporting durable medical equipment (ie: oxygen or a wheelchair), as needed.
 - 1.9.2. Providing car seats for children who are accompanying PAP participants.
 - 1.9.3. Assisting participants to and from the vehicle, as needed.
- 1.10. That Contractor shall ensure transportation services are available on short notice (less than 24 hours notification) for urgent medically necessary medical appointments or hospital discharges, which may include, but are not limited to:
 - 1.10.1. Urgent care when a member must be seen within 48 hours (and as soon as two hours), as confirmed by a Medical Provider.
 - 1.10.2. Post-surgical and/or medical follow-up care specified by a Medical Provider to occurring fewer than 48 hours.
 - 1.10.3. Imminent availability of an appointment with a specialist when the next available appointment would require a delay of two weeks or more.
 - 1.10.4. An administrative or technical delay caused by the Broker, requiring that an appointment be rescheduled.
 - 1.10.5. Hospital discharges.
- 1.11. The Contractor shall inquire against the Department's Medicaid Management Information System (MMIS) to verify that members are eligible, on the date of service, to receive the service. Electronic inquiries may be submitted online using the MMIS portal or by submitting an ASC X12N 270 compliant Eligibility Inquiry transaction or inquiries can be made through the MMIS automated voice response system.
- 1.12. The Contractor shall maintain detailed per member trip history, any administrative costs, and other financial records and must make those records available to support any federal or state audit inquiries.

2. Contactor Obligations

- 2.1. Relationship with Vendor Providers. Contractor shall maintain written Vendor Provider subcontracts with each of its Vendor Providers requiring the



**EXHIBIT A
SCOPE OF SERVICES**

Vendor Providers to comply with the terms and conditions of this contract. The form of Contractor's standard Vendor Provider subcontract and any material amendments thereto must comply with applicable law and, upon the Department's request, must be approved in advance by the Department. Upon request, Contractor shall make available to the Department and to any applicable regulatory authority a copy of each of its Vendor Provider subcontracts with Vendor Providers.

- 2.2. List of Vendor Providers. Contractor shall maintain and provide to the Department upon request and on a monthly basis. The Department expressly reserves the right to reject, suspend or terminate the participation of any Vendor Provider in the provision of non-emergent transportation services as contemplated under this Agreement.
- 2.3. Provision of Covered Services. Contractor, through Vendor Provider subcontracts with Vendor Providers, shall provide, or arrange for the provision of, those non-emergent transportation services described in this Agreement. Each Vendor Provider shall provide all Covered Services in accordance with all legal requirements and recognized industry standards. In providing such services, Vendor Providers shall ensure that Covered Services are provided within the time frames specified in this Agreement.
- 2.4. Operational Standards Criteria. Contractor represents and warrants that Contractor and Vendor Providers shall at all times during this Agreement meet and maintain the Department's operational standards criteria as described in this Agreement, as may be revised from time to time by the Department. Vendor Providers shall not provide Covered Services to Covered Persons unless and until Vendor Providers have completed the Department's operational standards process as described in this Agreement, or, if operational standards are delegated to Contractor pursuant to the Delegated Services Agreement, unless and until Vendor Providers have completed Contractor's operational standards process. Contractor shall supply such information within three (3) business days, as the Department reasonably requests in order to verify continued compliance with this Section. Initial compliance shall be provided by Contractor attestation of compliance for Contractor and Vendor Providers inclusive of a listing of each Vendor Provider currently under contract with the Contractor. Contractor agrees to provide the Department notice of any additions or deletions to this list on a monthly basis.
- 2.5. Determination of Covered Person Eligibility. Contractor shall determine whether a person seeking Covered Services is a Covered Person. If the Department determines that such person was not eligible for coverage at the time the services were rendered, such services shall not be eligible for



**EXHIBIT A
SCOPE OF SERVICES**

- payment under this Agreement, and Vendor Provider may bill the affected person directly for such services at the applicable rates.
- 2.6. Compliance with Policies. Contractor shall, and shall cause Vendor Providers through its provider agreements to, comply and cooperate with all applicable Department policies, procedures, rules, and regulations. Additionally, Contractor shall require Vendor Providers to certify and attest to their compliance with all applicable policies, procedures, rules, and regulations. Such policies and procedures are subject to modification by the Department at its discretion, provided that the Department provides Contractor with thirty (30) days prior written notice of material modifications to these policies and procedures.
- 2.7. Performance Standards. Contractor shall, and shall cause Vendor Providers to participate in and cooperate with any performance standards outlined in this Agreement.
- 2.8. Grievance and Appeal Procedures. Contractor shall, and shall cause Vendor Providers to:
- 2.8.1. Cooperate with the Departments Covered Person grievance and appeal procedures.
- 2.8.2. Report to the Department all communications from and with Covered Persons relating to Covered Person benefit determinations, complaints, grievances, appeals.
- 2.8.3. Forward to the Department all documents and records relating to Covered Person benefit determinations, complaints, grievances, and appeals within fourteen (14) calendar days from the date the appeal/grievance were received.
- 2.9. Non-Solicitation. During the term of this Agreement, or any renewal thereof, and for a period of six (6) months from the date of termination, Contractor shall not, and shall ensure that Vendor Providers do not:
- 2.9.1. Advise, counsel or solicit any Covered Persons to end enrollment with a Plan, and will not solicit any Covered Persons to become enrolled with any other Plan, or other hospitalization or medical payment plan or insurance policy, for any reason.
- 2.9.2. Interfere in any manner with Department's contractual relationships including but not limited to those with other transportation or health care providers.
- 2.10. Network Adequacy. Contractor shall ensure a sufficient number of vehicles in-network, in accordance with the needs of Covered Persons and the



**EXHIBIT A
SCOPE OF SERVICES**

standards identified within this Agreement, as may be amended from time to time. The composition of the types of vehicles in-network must be reflective of the needs of Covered Persons.

- 2.10.1. Contractor must demonstrate network adequacy to the Department prior to Service Start, and annually or upon request thereafter in accordance with this Agreement. If at any time the Department identifies inadequacy in the network through any performance related deficiencies as outlined in this Agreement or otherwise identifies that there is a need for additional network capacity, the Department shall have the right to require Contractor to increase network capacity.
- 2.10.2. Contractor shall provide a plan for increasing network capacity within fifteen (15) calendar days of the Department identifying network inadequacy for Department approval. Once approved, Contractor shall execute said network capacity plan as expeditiously as possible.
- 2.11. Member Call Center. The Contractor shall operate a NH specific call center Monday through Friday, except for state approved holidays. The call center shall be accessible through a statewide toll-free number. The call center shall be staffed with personnel who are knowledgeable about the NHHPP PAP to answer member inquiries.
 - 2.11.1. At a minimum, excluding weather emergency declarations by the State of New Hampshire, the call center shall be operational:
 - 2.11.1.1. Two days per week: 8:00 am EST to 5:00 pm EST;
 - 2.11.1.2. Three days per week: 8:00 am EST to 8:00 pm EST; and
 - 2.11.1.3. During major program transitions, additional hours and capacity shall be accommodated by the Contractor, subject to mutual agreement in accordance with Paragraph 18 of Form P-37 of this Contract.
 - 2.11.2. The member call center shall meet the minimum standards listed in the table below. The Department reserves the right to modify standards:

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**EXHIBIT A
 SCOPE OF SERVICES**

Call Center Accessibility	Minimum Goal
Blockage Rate (Percentage) – the weekly percentage of total calls that receive a busy signal.	0%
Abandoned Call Rate (Percentage) – the weekly percentage of total calls that are abandoned by the client.	5%
Call Center – Speed of Service	Minimum Goal
Average Speed of Answer: the percentage of weekly live calls that are answered within 30 seconds.	90%

- 2.11.3. The Contractor shall develop a means of coordinating its call center with the DHHS Customer Service Center.
- 2.11.4. The Contractor shall develop a warm transfer protocol for members who may call the incorrect call center to speak to the correct representative. Should the Contractor establish capacity to provide monthly reports to DHHS on the number of warm transfers made and the program to which the member was transferred, those reports shall be provided at the end of the first month of established functionality.
- 2.11.5. The Contractor shall establish a member hotline that shall be an automated system that operates outside of the call center standard hours, Monday through Friday and at all hours on weekends and holidays, which shall be capable of accepting, recording and providing instructions to incoming callers.
- 2.11.6. The Contractor shall have a comprehensive plan to handle call volume that exceeds staff capacity. The plan shall include the capacity to roll calls over by shifting resources to accommodate within one hour of the increase in call volume.
- 2.11.7. The Contractor shall ensure call center staff verify each caller's identity using at least two points of verification through the MMIS system.
- 2.11.8. The Contractor shall develop telephone scripts, as approved by the Department, which shall be used by call center staff.



**EXHIBIT A
SCOPE OF SERVICES**

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- 2.11.9. The Contractor shall ensure the telephone system used to provide services meets or exceeds the following requirements:
- 2.11.9.1. Capability of transferring calls to the Department's Voice Over Internet Protocol (VOIP) system.
 - 2.11.9.2. Capability of accepting inbound and placing outbound calls.
 - 2.11.9.3. Ability to transfer calls received that have unique circumstances or situations that will need to be transferred to the Department.
 - 2.11.9.4. Ability to route calls to specific queues, such as an automatic call distribution system. The system used during regular business hours shall:
 - 2.11.9.5. Provide information about the Department's website.
 - 2.11.9.6. Ability to track call statistics necessary to provide reports specific to this contract.
- 2.11.10. The Contractor shall permit the Department to monitor live calls while on-site at the call center. The Contractor shall make available the same business day digital files of calls received, when requested by the Department.
- 2.12. Vendor Provider Listings. Contractor agrees that the Department may use Contractor's and any Vendor Provider's name in marketing, advertisement, and Covered Person information materials, including provider and related directories. Vendor Providers may list the Department as among the organizations for which they provide Covered Services, but shall not otherwise use the Department's name without the Department's written consent. Contractor may permit Vendor Providers to display signs identifying the Department within Vendor Providers' vehicles, provided such signage has been approved or provided by the Department.
- 2.13. Compliance with Laws. Contractor shall, and shall contractually require Vendor Providers to, carry out all obligations under this Agreement and to provide Covered Services in a manner prescribed under applicable federal and State laws, regulations, and codes, as well as the Department's applicable policies and procedures. This Agreement shall be subject to the applicable material terms of the Agreement, as may be amended from time to time.
- 2.14. Covered Person Communication. Contractor shall not, and shall ensure that Vendor Providers do not, direct marketing efforts at any Covered Person.



EXHIBIT A SCOPE OF SERVICES

Contractor shall, and shall require Vendor Providers to conduct all communications with Covered Persons in a respectful manner.

- 2.15. Vendor Provider Outreach. Contractor shall have at least annual town hall meetings with Vendor Providers to discuss and resolve outstanding issues, conduct training, or any other reasonable purpose. In addition, maintain a dedicated toll free line for transportation providers to call with any inquiries, complaints, training needs, etc.
- 2.16. Information Systems. Contractor shall maintain such information data systems necessary to provide data as required by this Agreement. Contractor shall be responsible for the costs and expenses it incurs in relation to the establishment and maintenance of such systems.
- 2.17. Department Exclusive Vendor Providers. Contractor shall accommodate Department requests to maintain exclusive Vendor Provider relationships (not in the Contractor network) for the exclusive use of Covered Person.
- 2.18. Overpayments: Contractor shall promptly, but no later than within fifteen (15) business days after receiving notice from the State, or on self-discovery by the Contractor, return to the State the full amount of any overpayment or erroneous payment made by the State,

3. Contractor/Department Engagement

- 3.1. Dedicated Resources. Contractor shall allocate certain customer service representatives, provider relations representatives, quality assurance technicians, accounting technicians and others necessary to facilitate the transportation process. Contractor shall also allocate a dedicated resource to act as a project manager for the Department.
- 3.2. Communication. Contractor's dedicated resource to the Department shall have, at a minimum, one touch point call per week. As appropriate, Contractor shall engage additional resources within their organization to participate in the weekly call. The Department, in its sole discretion, may elect to change the frequency and duration of said meetings with reasonable notice to Contractor. Contractor shall produce a detailed communications plan (Local Operations Communications Plan) to supplement the local presence as required by this Agreement. The communications plan is due within (14) fourteen calendar days of the executed agreement, and shall require Department approval prior to implementation.
- 3.3. Geographic Training. Contractor shall ensure that all staff that will be assigned to or have an opportunity to provide services to the Department shall have a comprehensive understanding of New Hampshire's geography.



**EXHIBIT A
SCOPE OF SERVICES**

- 3.4. Local Operations Support. Contractor shall support Department local operations as follows:
- 3.4.1. The Contractor shall assign a staff member to support the Department's office locally. The Department and Contractor shall mutually agree on the skillset and experience required of the local presence staff member. The Department shall have the right to approve the designated staff member prior and to require the designated staff member to be available for face to face (in person or via available technology) at dates/times convenient to the Department.
 - 3.4.2. Contractor shall be required to implement a communications plan, as approved by the Department, to support the effective communications to Vendor Providers and local operations.
 - 3.4.3. Contractor shall prepare a training program for Department designated staff persons, to occur prior to the service start date, containing information as mutually agreed upon by both parties.
- 3.5. Staffing Ratio. Contractor shall maintain staffing ratios sufficient to meet or exceed the service expectations and obligations of this Agreement. Contractor shall provide the Department with an initial staffing ratio within thirty (30) days of execution of this Agreement for Department approval. Contractor staffing ratios shall be provided by Contractor to the Department on a quarterly basis. In the event of an anticipated change in service, such as an additional Product Attachment, the Department shall provide Contractor with advanced notice in accordance with this Agreement. Contractor shall provide the Department with revised staffing ratios to account for any anticipated change in service within thirty (30) calendar days of notification. The Department and Contractor agree to confer in good faith regarding dedicated Contractor staffing with respect to the services outlined in this Agreement.
- 3.6. Compliance with rules to ensure Federal financial participation. Contractor shall ensure compliance with 42 CFR 440.170(a)(4)(ii) paragraphs (A) through (E). Federal financial participation is available at the medical assistance rate for the cost of a written brokerage contract that:
- 3.6.1. 42 CFR 440 170(a)(4)(ii)(A) Except as provided in paragraph (a)(4)(ii)(B) of this section, prohibits the broker (including contractors, owners, investors, Boards of Directors, corporate officers, and employees) from providing non-emergency medical transportation services or making a referral or subcontracting to a transportation service provider if:



**EXHIBIT A
SCOPE OF SERVICES**

- 3.6.1.1. 42 CFR 440.170(a)(4)(ii)(A)(1) The broker has a financial relationship with the transportation provider as defined at § 411.354(a) of this chapter with "transportation broker" substituted for "physician" and "non-emergency transportation" substituted for "DHS"; or
- 3.6.1.2. 42 CFR 440.170(a)(4)(ii)(A)(2) The broker has an immediate family member, as defined at § 411.351 of this chapter, that has a direct or indirect financial relationship with the transportation provider, with the term "transportation broker" substituted for "physician."
- 3.6.2. 42 CFR 440.170(a)(4)(ii)(B) Exceptions: The prohibitions described at clause (A) of this paragraph do not apply if there is documentation to support the following:
- 3.6.2.1. 42 CFR 440.170(a)(4)(ii)(B)(1) Transportation is provided in a rural area, as defined at § 412.62(f), and there is no other available Medicaid participating provider or other provider determined by the State to be qualified except the non-governmental broker.
- 3.6.2.2. 42 CFR 440.170(a)(4)(ii)(B)(2) Transportation is so specialized that there is no other available Medicaid participating provider or other provider determined by the State to be qualified except the non-governmental broker.
- 3.6.2.3. 42 CFR 440.170(a)(4)(ii)(B)(3) Except for the non-governmental broker, the availability of other Medicaid participating providers or other providers determined by the State to be qualified is insufficient to meet the need for transportation.
- 3.6.2.4. 42 CFR 440.170(a)(4)(ii)(B)(4) The broker is a government entity and the individual service is provided by the broker, or is referred to or subcontracted with another government-owned or operated transportation provider generally available in the community, if the following conditions are met:
- 3.6.2.5. 42 CFR 440.170(a)(4)(ii)(B)(4)(i) The contract with the broker provides for payment that does not exceed the actual costs calculated as though the broker were a distinct unit, and excludes from these payments any



EXHIBIT A
SCOPE OF SERVICES

personnel or other costs shared with or allocated from parent or related entities; and the governmental broker maintains an accounting system such that all funds allocated to the Medicaid brokerage program and all costs charged to the brokerage program will be completely separate from any other program;

3.6.2.6. 42 CFR 440.170(a)(4)(ii)(B)(4)(ii) The broker documents that, with respect to the individual's specific transportation needs, the government provider is the most appropriate and lowest cost alternative; and

3.6.2.7. 42 CFR 440.170(a)(4)(ii)(B)(4)(iii) The broker documents that the Medicaid program is paying no more for fixed route public transportation than the rate charged to the general public and no more for public paratransit services than the rate charged to other State human services agencies for comparable services.

3.6.3. 42 CFR 440.170(a)(4)(ii)(C) Transportation providers may not offer or make any payment or other form of remuneration, including any kickback, rebate, cash, gifts, or service in kind to the broker in order to influence referrals or subcontracting for non-emergency medical transportation provided to a Medicaid beneficiary.

3.6.4. 42 CFR 440.170(a)(4)(ii)(D) In referring or subcontracting for non-emergency medical transportation with transportation providers, a broker may not withhold necessary non-emergency medical transportation from a Medicaid beneficiary or provide non-emergency medical transportation that is not the most appropriate and a cost-effective means of transportation for that beneficiary for the purpose of financial gain, or for any other purpose.

3.6.5. 42 CFR 440.170(a)(4)(ii)(E) The non-Federal share of all Medicaid payments under the transportation brokerage program must be in compliance with applicable Federal requirements in sections 1902(a)(2) and 1903(w) of the Act, and applicable Federal regulations set forth at § 433.50 through § 433.74 of this chapter.

4. Technology Requirements

4.1. Mapping Systems. Mapping/distance software used to calculate trip mileage for reimbursement and related purposes must be updated as needed on a monthly basis to ensure accurate geographic code distribution.



EXHIBIT A
SCOPE OF SERVICES

- 4.2. Reporting Systems. Contractor shall maintain the technology necessary to support the production of reports including, but not limited to: assigned trips; completed trips; member no-shows; provider no-shows; rejected trips; and cancelled trips, and costs for trips.
- 4.3. Online Functionality. Contractor shall implement online system for submitting claims and mileage reimbursement information.
- 4.4. Electronic Data Interchange (EDI) transaction processing and interfacing with the NH MMIS for member eligibility verification: Contractors shall verify member NHHPP eligibility for the date of service either by submitting an ASC X12N 270 eligibility inquiry transaction and receiving the 271 eligibility inquiry response, submitting an online eligibility verification request, or calling the automated voice response system. Failure to confirm eligibility for the date of service will result in claims not being paid if the member is determined during claims processing not to be eligible.
- 4.5. Electronic Data Interchange Member Enrollment Processing – Contractor shall receive and process member benefit plan enrollment data from the MMIS in the form of an ASC 834 Benefit Enrollment transaction if the Contractor chooses to receive member enrollment data.
- 4.6. Electronic Data Interchange Claims Processing – Contractor shall submit claims for payment for services provided to members to the MMIS using the ASC X12N 837 Professional (837P) transaction. After determining payment, the MMIS will return an 835 Electronic Remittance Advice transaction to the Contractor.

5. Vendor Provider Requirements

- 5.1. The Contractor shall ensure all Vendor Providers are compliant with the following requirements, which shall be included as minimum requirements in all Vendor Providers subcontracts. Requirements include, but are not limited to:
 - 5.1.1. **Confidentiality.** Vendor Providers shall treat every aspect of Covered Services as confidential, including the fact of Department eligibility and/or enrollment and any or all information pertaining to a Covered Person's physical or mental health status or condition. Each Vendor Providers shall execute a valid HIPAA subcontractor agreement with Contractor pursuant to the terms of Contractor's Business Associate Agreement with the Department.
 - 5.1.2. **Hold Harmless.** Vendor Providers shall accept the amounts paid by Contractor for Covered Services furnished to Covered Persons as payment in full and in no event, including but not limited to



**EXHIBIT A
SCOPE OF SERVICES**

nonpayment by Payor or Contractor, Payor's or Contractor's insolvency, or breach of Contractor's agreement with the Vendor Provider, shall the Vendor Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from or have any recourse against a Covered Person, the Department, the Payor (if the Payor has made payments in accordance with this Agreement) or parties other than Contractor for Covered Services provided to Covered Persons in accordance with this Agreement.

5.1.3. Legal Compliance.

5.1.3.1. **Compliance, Licensure and Certifications.** Vendor Providers and, as applicable, any drivers employed or contracted by Vendor Providers, shall comply with all applicable local, state, and federal laws and regulations, and shall hold in good standing any and all licenses and certifications required under such laws and regulations for the provision of Covered Services.

5.1.3.2. **Safety and Comfort Standards.** Vendor Providers shall comply with all applicable local, state, and federal transportation safety standards, Department policies and procedures and applicable industry and accreditation standards relating to passenger safety and comfort, including but not limited to:

5.1.3.2.1. Requirements relating to the maintenance of vehicles and equipment.

5.1.3.2.2. Passenger and wheelchair accessibility.

5.1.3.2.3. Availability and functioning of seat belts.

5.1.4. **Insurance.** Throughout the term of the subcontract with Contractor, and for so long as Vendor Provider is providing Covered Services in accordance with this Agreement, Vendor Provider shall obtain and maintain insurance, including but not limited to automobile liability insurance and general commercial liability insurance, as is necessary to provide coverage for losses and liabilities arising out of the acts and/or omissions of Vendor Providers (or their respective employees and/or agents) in the performance of, or injuries sustained during the provision of, Covered Services to Covered Persons as contemplated in this Agreement.



EXHIBIT A
SCOPE OF SERVICES

- 5.1.4.1. Such insurance coverage shall be in amounts that are in keeping with industry standards and that are acceptable to the Contractor and the Department, the minimum amounts of which shall be not less than \$500,000 for bodily injury and property damage to one person for any one accident, and \$1,000,000 for bodily injury and property damage to two or more person for any one accident, including coverage for all owned, hired, or non-owned vehicles, as applicable.
- 5.1.4.2. Such insurance coverage shall list the Contractor and the Department as additional insureds, and shall be evidenced by certificates of insurance issued by one or more insurance companies licensed to do business in New Hampshire, containing a thirty (30) day notice of cancellation endorsement.
- 5.1.4.3. Vendor Providers shall forward copies of such certificates of insurance to the Contractor prior to commencement of Covered Services, and shall issue to the Contractor and the Department, at any time upon request, copies of any applicable certificates of insurance, renewal, surcharge, cancellation notice, and/or verification of coverage.
- 5.1.4.4. Vendor Providers shall provide the Contractor with at least fifteen (15) days advance written notice in the event of cancellation, restriction or non-renewal of any insurance coverage required herein.
- 5.1.5. Performance Commitments.
 - 5.1.5.1. Contractor No-Show Limits. No-shows are defined as instances where a Covered Person has requested transportation but where the transportation request is not fulfilled by the Contractor through no fault of the Covered Person. The Contractor shall have a zero tolerance policy for no-shows. Upon a report of no-show, Contractor shall:
 - 5.1.5.1.1. Arrange for alternative transportation, if practicable.
 - 5.1.5.1.2. Complete an investigation into the root cause of the no-show, with findings reported

DLW

12/10/15



EXHIBIT A
SCOPE OF SERVICES

- to the Department within ten (10) business days.
- 5.1.5.1.3. Develop a plan to ensure sustainable performance of transportation for affected Covered Persons.
- 5.1.5.2. Performance Improvement Plans.
- 5.1.5.2.1. If there are greater than two (2) Vendor Provider no shows within a thirty (30) calendar day time period for a unique, individual Covered Person, the Contractor shall immediately take steps to resolve identified risks with Vendor Provider, including but not limited to, investigation of no-show circumstances.
- 5.1.5.2.2. If there are four (4) Vendor Provider no-shows within a thirty (30) calendar day time period affecting one or more Covered Person(s), Contractor shall implement a Performance Improvement Plan ("PIP") for Vendor Provider. The Contractor shall submit the PIP within three (3) Calendar Days of creation for approval by the Department.
- 5.1.5.3. Vendor Provider No-Show Responsibility. The Contractor shall be responsible for facilitating the subsequent rescheduling of transportation following a Vendor Provider no-show, Vendor Provider cancellation less than twenty-four (24) hours in advance or Contractor failure to identify a Vendor Provider for a trip. The Contractor shall be responsible for any fees or costs incurred by the Department or Covered Person as a result of the no-show or late cancellation. Any such fees shall be deducted from Contractor's compensation as outlined Section 7, Performance Measures and Liquidated Damages.
- 5.1.5.4. Outbound Calls and Member Confirmation. The Contractor shall confirm transportation with Covered Person, upon a Covered Person's request. When a Covered Person opts for such confirmation, the



EXHIBIT A
SCOPE OF SERVICES

Contractor shall call the member at least twenty-four (24) hours or within a time period as specified by the Covered Person, in advance of the scheduled transportation time. All outbound calls to members shall be in accordance with applicable Federal regulations and State laws, including but not limited to Telephone Communication Protection Act (TCPA) 47 USC 227.

5.1.5.5. Complaints. The Contractor shall provide a quarterly complaint report. The complaint rate shall remain below one percent (1%) of the total number of unique trips (including both valid and invalid complaints). The Contractor shall provide a monthly complaint log, including resolutions, to the Department. All complaints shall be resolved within fourteen (14) Calendar Days of receipt.

5.1.5.6. Trip Assignment. The Contractor shall ensure at least ninety- five percent (95%) of all trips scheduled within or before the required advance notice period, as mutually defined by the parties, are assigned to a Vendor Provider. If no Vendor Provider is found, the Contractor shall:

5.1.5.6.1. Communicate such to the Covered Person at least twenty-four (24) hours before the trip before 5pm; before the scheduled trip time.

5.1.5.6.2. Facilitate subsequent transportation arrangements.

5.1.5.7. Availability of Durable Medical Equipment (DME). Wherever possible, Contractor shall arrange for Vendor Providers with capabilities to provide DME to Covered Persons during transportation when such request is made in scheduling transportation. DME shall include, but not be limited to, wheelchairs and oxygen.

5.1.5.8. Mileage Reimbursement

5.1.5.8.1. The Contractor shall develop a plan to increase the rate of mileage reimbursement utilized across Department Covered Persons. The plan shall be delivered to the Department within sixty (60) days of the Effective Date of this Agreement.



EXHIBIT A
SCOPE OF SERVICES

- 5.1.5.8.2. The Contractor shall provide the Department with monthly reports on the utilization of the mileage reimbursement program.
- 5.1.5.9. Claims Processing. The Contractor must process one hundred percent (100%) of all Vendor Provider and mileage reimbursement clean claims within thirty (30) calendar days from date of clean claim receipt. Contractor shall not process non clean claims.
- 5.1.5.10. Call Recordings. The Contractor shall produce call recordings requested by the Department within one (1) business day of request.
- 5.1.5.11. Vendor Provider Monitoring. The Contractor shall implement a Vendor Performance report card with standards and metrics as mutually determined and agreed upon, in writing, by the Contractor and the Department.
- 5.1.5.11.1. The Contractor shall provide the results of aforementioned report cards to the Department at least quarterly.
- 5.1.5.11.2. Vendor Providers receiving a score of less than ninety five percent (95%) for successive monitoring periods shall be put on a Performance Improvement Plan.
- 5.1.5.11.3. The terms of the PIP shall be made available to the Department. In its sole discretion, the Department may request termination of a Vendor Provider for failure to successfully perform under a Performance Improvement Plan.
- 5.1.6. **Vehicle Standards and Safety Inspections.** The Contractor shall monitor Vendor Providers to ensure compliance with the vehicle and safety standards outlined in this section.
- 5.1.6.1. Condition of Vehicle and Safety Equipment. Vehicles used in the provision of Covered Services ("Vehicles"), shall be properly maintained for the Covered Persons' comfort and safety. Such maintenance includes, but is not limited to, ensuring the following:

DHW

12/20/15



EXHIBIT A
SCOPE OF SERVICES

- 5.1.6.1.1. Interior of Vehicles must be clean and well-maintained.
- 5.1.6.1.2. Availability of an appropriate and adequate seating for secure and safe transport for each Covered Person and escort, child or personal care attendant, and persons with disabilities.
- 5.1.6.1.3. Strict adherence to prohibition of smoking in all vehicles while transporting recipients. All vehicles shall post "no smoking" signs in all vehicle interiors, easily visible to the passengers.
- 5.1.6.1.4. Availability of appropriate safety equipment shall be present and operable in the Vehicle, including but not limited to the following:
 - 5.1.6.1.4.1. First Aid Kit.
 - 5.1.6.1.4.2. Accident Report Forms.
 - 5.1.6.1.4.3. Roadside reflective or warning devices.
 - 5.1.6.1.4.4. Flashlight.
 - 5.1.6.1.4.5. Chains or other traction devices (when appropriate).
 - 5.1.6.1.4.6. Disposable gloves.
 - 5.1.6.1.4.7. One (1) full charged dry carbon dioxide fire extinguisher, to be maintained in efficient operating condition, with at least a 1A:BC rating and bearing the label of Underwriter's Laboratory, Inc. The fire extinguisher shall be securely mounted on the vehicle in a clearly marked compartment and readily accessible;
- 5.1.6.1.5. Vehicles shall be maintained in good operating condition, and must include,



**EXHIBIT A
SCOPE OF SERVICES**

among others, the following items in functioning condition:

- 5.1.6.1.5.1. Side and rear view mirrors.
- 5.1.6.1.5.2. Horn.
- 5.1.6.1.5.3. Functioning speedometer and odometer.
- 5.1.6.1.5.4. Functioning two-way communication system to link all vehicles to the transportation providers' place of business.
- 5.1.6.1.5.5. Working turn signals, headlights, taillights, and windshield wipers.
- 5.1.6.1.5.6. Adequate and functioning heating and air conditioning systems.
- 5.1.6.1.5.7. Seatbelts shall be equipped with an adjustable driver's restraining belt with the requirements of FMVSS 209, "Seat Belt Assemblies" (See 49 C.F.R. 571.209) and FMVSS 210, "Seat Belt Assembly Anchorages." (See 49 C.F.R. 571.210).

5.1.6.2. Vehicle Maintenance.

5.1.6.2.1. Vendor Provider shall maintain vehicle maintenance in accordance with:

- 5.1.6.2.1.1. Manufacturer's safety and mechanical operating and preventive maintenance standards inclusive of tire inflation and tread groove pattern; and
- 5.1.6.2.1.2. State and Federal laws, specifically Federal Motor Vehicle Safety Standards



**EXHIBIT A
SCOPE OF SERVICES**

(FMVSS), 49 C.F.R. Part 571, Sections 102, 103, 104, 105, 108, 207, 209, 210, 217, 220, 221, 225, 302, 403 and 404, October 1, 2004, are hereby incorporated by reference.

5.1.6.2.2. Vendor Provider shall maintain and provide written documentation of preventive maintenance, regular maintenance, inspections, lubrication and repairs performed for each vehicle under their control. Such records shall be maintained for at least seven (7) years and include, at a minimum, the following information:

5.1.6.2.2.1. Identification of the vehicle, including make, model and license number or other means of positive identification and ownership.

5.1.6.2.2.2. Date, mileage, type of inspection, maintenance, lubrication or repair performed, and a description of each.

5.1.6.2.2.3. If not owned by Vendor Provider, the name of any person or lessor furnishing any vehicle.

5.1.6.2.2.4. The name and address of any entity or contractor performing an inspection, maintenance, lubrication or repair.

5.1.6.3. Information Displayed. All vehicles shall have:

5.1.6.3.1. The Vendor Provider's name, vehicle number (if applicable), and the Department's phone number prominently displayed within the interior of each vehicle.



EXHIBIT A
SCOPE OF SERVICES

- 5.1.6.3.2. Instructions for normal and emergency operation of the lift or ramp shall be carried or displayed in every vehicle.
- 5.1.6.3.3. Information noted in Section 2.1.6.1.3., above.
- 5.1.6.4. ADA. Vehicles shall comply with the American's with Disabilities Act (ADA) regulations. Any vehicles used for the purpose of transporting individuals with disabilities (paratransit) shall meet the requirements set forth in 49 CFR Part 38, hereby incorporated by reference, and the following:
 - 5.1.6.4.1. Installation of a wheelchair lift or ramp shall not cause the manufacturer's GVWR, gross axle weight rating or tire rating to be exceeded.
 - 5.1.6.4.2. Except in locations within three and one half (3½) inches of the vehicle floor, all readily accessible exposed edges or other hazardous protrusions of parts of wheelchair lift assemblies or ramps that are located in the passenger compartment shall be padded with energy absorbing material to mitigate injury in normal use and in case of a collision. This requirement shall also apply to parts of the vehicle associated with the operation of the lift or ramp.
 - 5.1.6.4.3. The controls for operating the lift shall be at a location where the driver or lift attendant has a full view, unobstructed by passengers, of the lift platform, its entrance and exit, and the wheelchair passenger, either directly or with partial assistance of mirrors. Lifts located entirely to the rear of the driver's seat shall not be operable from the driver's seat, but shall have an override control at the driver's position that can be activated to prevent the lift from being operated by the other controls (except for emergency manual operation upon power failure).

Dh W
12/14/15



**EXHIBIT A
SCOPE OF SERVICES**

- 5.1.6.4.4. The installation of the wheelchair lift or ramp and its controls and the method of attachment in the vehicle body or chassis shall not diminish the structural integrity of the vehicle nor cause a hazardous imbalance of the vehicle. No part of the assembly, when installed and stowed, shall extend laterally beyond the normal side contour of the vehicle or vertically beyond the lowest part of the rim of the wheel closes to the lift.
- 5.1.6.4.5. Each wheelchair lift or ramp assembly shall be legibly and permanently marked by the manufacturer or installer with the following minimum information:
 - 5.1.6.4.5.1. The manufacturer's name and address.
 - 5.1.6.4.5.2. The month and year of manufacture.
 - 5.1.6.4.5.3. A certificate that the wheelchair lift or ramp securement devices, and their installation, conform to State requirements applicable to accessible vehicles.
- 5.1.6.5. Vehicle State Inspection Requirement.
 - 5.1.6.5.1. Vendor Provider shall ensure all vehicles are inspected and meet state inspection standards. Vendor Providers identified in this section, exclude public transportation/mass transit, which are required to comply with federal and state requirements and inspections. All vehicles used to transport Covered Persons shall be state inspected and registered in accordance with state law prior to the provision of services. Records and documentation of annual state as well as documentation of any required corrective actions shall be retained, for compliance



**EXHIBIT A
SCOPE OF SERVICES**

- review, a minimum of seven (7) years by the Vendor Provider.
- 5.1.6.5.2. Vendor Provider shall obtains and provide to the Contractor the relevant documentation that the vehicle meets the standards prescribed by law and is safe for transportation services. Documentation of the state inspection shall include:
- 5.1.6.5.2.1. Identification of the individual(s) performing the inspection.
 - 5.1.6.5.2.2. The date of inspection.
 - 5.1.6.5.2.3. Identification of the vehicle inspected.
 - 5.1.6.5.2.4. Identification of the equipment and devices inspected including the identification of equipment and devices found deficient or defective (specifically identify corrections required in order for the Vendor Provider vehicle to meet the requirements of the state inspection.).
 - 5.1.6.5.2.5. Identification of deficient or defective items and notice of the actions taken to complete the corrective the deficiencies.
- 5.1.6.5.3. For taxis and any other commercial vehicles, Vendor Provider shall ensure all vehicles are maintained and operated in accordance with town or city municipal ordinances or code in addition to any applicable state or federal law requirements.
- 5.1.6.6. Vendor Provider Pre-Service Inspections.
- 5.1.6.6.1. Contractor shall require Vendor Providers to complete an inspection of all vehicles prior to the provision of services each day. The inspection shall ensure the vehicle is safe, clean and in good working order. The



**EXHIBIT A
SCOPE OF SERVICES**

Vendor Provider shall not permit the provision of services and shall report to the Contractor, all defects and deficiencies that are likely to affect safe operation or cause mechanical malfunctions that result in the discontinuation of vehicle use in their fleet. The Vendor Provider shall make available upon request of the Contractor, documentation of a vehicle's corrective action when safe operation was in question in accordance with the above.

5.1.6.6.2. Vendor Provider's inspection log, shall contain, and be available for audit by Contractor upon request, at a minimum the following inspected items:

5.1.6.6.2.1. Service and Parking Brakes;

5.1.6.6.2.2. Tires and Wheels (noting the tires and wheels are visibly free from cracks and distortion do not have missing, cracked or broken mounting lugs);

5.1.6.6.2.3. Steering;

5.1.6.6.2.4. Horn;

5.1.6.6.2.5. Lighting, including but not limited to devices, directional, and hazards;

5.1.6.6.2.6. Windshield wipers;

5.1.6.6.2.7. Mirrors;

5.1.6.6.2.8. Passenger doors and seats;

5.1.6.6.2.9. Exhaust systems;

5.1.6.6.2.10. Equipment for transporting wheelchairs; and

5.1.6.6.2.11. Safety and security and emergency equipment.

5.1.6.6.3. The results of safety inspections shall be randomly audited by the Contractor during



**EXHIBIT A
SCOPE OF SERVICES**

site visits with the accompanying written report provided to the Department on an ongoing basis but in any event not less than annually and as needed based on complaint data.

5.1.6.6.4. Records of Vendor Provider daily pre-operational inspections shall be maintained for compliance review for a period no less than ninety (90) days..

5.1.6.6.5. Records of Vendor Provider vehicle maintenance records shall be maintained for compliance review for a period no less than seven (7) years. This requirement shall survive the termination of this contract.

5.1.7. Driver Standards.

5.1.7.1. Driver Responsibility and Training.

5.1.7.1.1. Contractor and Vendor Providers shall inform and formally train drivers of their job duties and responsibilities, and shall provide training for all equipment related to their Vehicles, including but not limited to the following training programs:

5.1.7.1.1.1. Briefing about the transportation program, reporting forms, Vehicle operation and pre-service inspection requirements, and the geographic area in which they will be providing service (to include information associated with the Provider Invoicing Policy and Procedures);

5.1.7.1.1.2. Road testing with the type of Vehicle the driver will be operating; and

5.1.7.1.1.3. Completion of defensive driving course, or an equivalent, within six (6) months of date of hire for



**EXHIBIT A
SCOPE OF SERVICES**

drivers with moving violations within the past one (1) calendar year.

5.1.7.1.2. Contractor and Vendor Provider shall require the completion of training with explicit instructional and procedural training and testing in the following:

5.1.7.1.2.1. Safety policies and responsibilities;

5.1.7.1.2.2. Operational vehicle and equipment inspections;

5.1.7.1.2.3. Basic operations, maneuvering and defensive driving techniques;

5.1.7.1.2.4. Boarding, alighting, assisting and securing passengers;

5.1.7.1.2.5. Operation of wheelchair lift and other special equipment and driving conditions;

5.1.7.1.2.6. Handling emergencies, security threats, and threat awareness, including communication of unsafe conditions.

5.1.7.2. Driver Selection, Reporting and Maintenance of Records.

5.1.7.2.1. Vendor Provider's shall ensure driver selection, includes at a minimum the requirements identified as follows:

5.1.7.2.1.1. Driver's appropriate and valid State driver's license, including a valid state chauffeur or taxi license/designation, if applicable;

5.1.7.2.1.2. Review of driver applicant's criminal and Division of Motor Vehicles record, including review of both personal and



**EXHIBIT A
SCOPE OF SERVICES**

commercial or business driving record five (5) years in arears, which shall verify that the driver applicant has not:

5.1.7.2.1.2.1. Had more than three (3) moving violations and/or accidents within the last three (3) years and that the applicant or employee has had no more than two (2) moving violations, two (2) accidents or a combination of more than two (2) moving violations and/or accidents within the last twelve (12) months.

5.1.7.2.1.2.2. Been convicted of any crimes against people or any drug or alcohol related offenses.

5.1.7.2.1.3. Any exceptions to Section 2.1.7.2.1.2., above shall be made only with the prior approval of Department to assure the Covered Persons will be in no jeopardy from the driver.

5.1.7.2.2. Vendor Provider and drivers are required to report fraudulent use of transportation services to the Contractor;



**EXHIBIT A
SCOPE OF SERVICES**

- 5.1.7.2.3. Vendor Provider and drivers shall be required to report or provide notice in accordance with the provisions of this agreement;
- 5.1.7.2.4. Vendor Provider shall maintain records:
 - 5.1.7.2.4.1. Associated with the appropriate vetting and selection of its drivers, including background checks and records of the driver's completed training.
 - 5.1.7.2.4.2. For tracking of preventive and routine vehicle service for a minimum period of seven (7) years, including daily inspection reports.
 - 5.1.7.2.4.3. Any documents required as a part of this agreement.
- 5.1.7.3. Driver Safety Obligations. Vendor Provider shall ensure that all drivers satisfy the following requirements:
 - 5.1.7.3.1. Drivers shall maintain a valid driver's license and shall comply with state and federal regulations for vehicle transport on roadways.
 - 5.1.7.3.2. No driver shall use alcohol, narcotics, illegal drugs or drugs that impair ability to perform while on duty.
 - 5.1.7.3.3. No driver shall operate a vehicle when impaired as described above and if impaired by illness or fatigue.
 - 5.1.7.3.4. Drivers may not assist wheelchair passengers up or down more than one (1) step, unless it is determined by the Covered Person or guardian and driver that it can be performed safely.
 - 5.1.7.3.5. The driver shall ensure the safe transport of children in accordance with state law, including the proper installation and use of a



**EXHIBIT A
SCOPE OF SERVICES**

- car seat based on the age and height of the child.
- 5.1.7.3.6. Vehicle transfer points shall provide shelter, security and safety of Covered Persons;
- 5.1.7.3.7. Drivers shall not:
 - 5.1.7.3.7.1. Operate a vehicle with inoperable passenger doors or with the doors in the open position.
 - 5.1.7.3.7.2. Leave the vehicle unattended in an unsafe condition with passenger(s) aboard at any time.
 - 5.1.7.3.7.3. Permit use of the vehicle in a manner not permitted by the construction or design of the vehicle.
 - 5.1.7.3.7.4. Operate any vehicle with recapped, regrooved or retreaded tires on the steering axle.
- 5.1.7.3.8. The Vendor Provider shall not:
 - 5.1.7.3.8.1. Permit or require a driver to drive more than twelve (12) hours in any one twenty-four (24) hour period. The driver is not permitted to drive until the driver fulfills the requirement of eight (8) consecutive hours off duty.
 - 5.1.7.3.8.2. Refuel vehicles in a closed building.
- 5.1.7.3.9. The Contractor shall establish procedures for drivers to deal with situations in which emergency care is needed for Covered Persons that they have been assigned to transport.

DhW
12/10/15



**EXHIBIT A
SCOPE OF SERVICES**

- 5.1.7.3.10. For safety and protection of the public due to conditions such as adverse weather, disaster, security threat, a road or traffic condition, medical emergency, or an accident.
- 5.1.7.4. Driver Service Obligations. Vendor Provider shall ensure that all drivers satisfy the following requirements:
 - 5.1.7.4.1. All drivers shall wear or have visible, easily readable proper identification;
 - 5.1.7.4.2. Drivers shall offer boarding assistance if necessary or requested to the seating portion of the vehicle. Boarding assistance shall include but not be limited to:
 - 5.1.7.4.2.1. Opening and closing the vehicle door.
 - 5.1.7.4.2.2. Fastening the seat belt.
 - 5.1.7.4.2.3. Storage of mobility assistive devices.
 - 5.1.7.4.3. Drivers shall minimize the number of times they refuel when passengers are in the vehicle.
 - 5.1.7.4.4. Drivers shall only pick up and deliver Covered Persons to locations assigned by Contractor.
 - 5.1.7.4.5. Drivers shall speak English.
 - 5.1.7.4.6. Covered Persons property that can be carried by the passenger and/or driver may be stored safely on the vehicles at no additional charge. The driver shall provide safe and secure transportation of the following items, as applicable, within the capabilities of the vehicle:
 - 5.1.7.4.6.1. Wheelchairs.
 - 5.1.7.4.6.2. Child seats.
 - 5.1.7.4.6.3. Stretchers.
 - 5.1.7.4.6.4. Secured oxygen.

Dh W
12/10/15



**EXHIBIT A
SCOPE OF SERVICES**

- 5.1.7.4.6.5. Personal assistive devices.
- 5.1.7.4.6.6. Intravenous devices.
- 5.1.7.4.7. Driver's shall identify themselves by name and company in a manner that is conducive to communications with a specific passenger, upon pick up of each Covered Person, group of Covered Persons, or representative guardian or associate of Covered Person except in situation where the driver transports the Covered Person on a recurring basis.
- 5.1.7.4.8. Driver's shall not:
 - 5.1.7.4.8.1. Leave the vehicle unattended with passenger(s) aboard for longer than five (5) minutes.
 - 5.1.7.4.8.2. Eat, drink, or smoke in the vehicle unless medical necessity, exclusive to fluid consumption, is required for sustenance during transport.
- 5.1.7.4.9. The paratransit driver shall provide the Covered Person with boarding assistance, if necessary or requested, to the seating portion of the vehicle. The boarding assistance shall include, but not be limited to, opening the vehicle door, fastening the seat belt or utilization of wheel chair securement devices, storage of mobility assistive devices and closing the vehicle door. In the door-through-door paratransit service category, the driver shall open and close doors to buildings, except in situations in which assistance in opening and/or closing building doors would not be safe for passengers remaining in the vehicle. The driver shall provide assisted access in a dignified manner.
- 5.1.8. **Representation and Warranties.** The Vendor Provider shall represent and warrant any information furnished to the Contractor

D2 W
12/19/15



**EXHIBIT A
 SCOPE OF SERVICES**

in connection with the background check of the Vendor Provider and drivers is true and correct and the Vendor Provider is not now and never has been excluded from the participation in any state of federal health care program.

6. Reporting Requirements

6.1. The Contractor shall provide reports to the Department as indicated in Tables, below:

6.1.1. TABLE 1-A File Transfers & State Reporting

Report Name	Elements/Specifications	Frequency	Submission Schedule/Reporting Period
Claims	X12 837P format or submitted via direct data entry using the MMIS online web portal.	At the contractor's discretion but no less frequently than monthly.	The fifth (5 th) day of each month for the first fifteen (15) days of the prior month. The twentieth day (20 th) of each month, for the second half of the prior month.
Report names to align with Department requirements	Department reports as specified in the Reporting Specifications and per this Agreement.	Per Department specifications, upon request	In alignment with the Department's request

6.1.2. TABLE 2-A Oversight of Contractor Delegated Services Performance

Report Name	Elements/Specifications	Frequency	Submission Schedule/Reporting Period
Monthly Transportation Scorecard	Trips Assigned, Trips Canceled, Late Trips, Missed Trips, Communication, Spot Checks, Site Visits, no-show compliance, significant event	Monthly	10 th Business Day of each month, for the prior month

DLW
 12/10/15



**EXHIBIT A
 SCOPE OF SERVICES**

Report Name	Elements/Specifications	Frequency	Submission Schedule/Reporting Period
	response, complaints and resolutions, Inbound telephone utilization report, claims report and utilization dashboard		
Complaints Report	Report to contain both narrative and quantitative information including the total number of complaints received over the reporting period with an analysis of any identified trends and actions taken to address any concerns raised. Additionally, include verification of complaint resolution within the prescribed time period of fourteen (14) Calendar Days from receipt.	Monthly; Quarterly	10 th Business Day of each month Per the Joint Operating Committee meeting annual schedule; Upon request
Inclement Weather	Service impacts to transportation and Call Center operations as a result of inclement weather. 1) The number of trips taking place that day and the number of rescheduled trips. 2) Information on call volume related to weather. 3) Information on complaints related to weather.	Per occurrence Provided by 10:00 AM EST the day of inclement weather and 9:0 AM EST the day following inclement weather	As weather event occurs
Notification of Loss of Capacity to Conduct	In the event of a significant loss in capacity to meet the service requirements outlined in this agreement, including loss of	Per occurrence	Per occurrence



**EXHIBIT A
 SCOPE OF SERVICES**

Report Name	Elements/Specifications	Frequency	Submission Schedule/Reporting Period
Business	telephone functionality, an unexpected and substantial decrease in staffing, significant changes to the vendor provider network.		
Vendor Provider Rates of Reimbursement	Provide rates of reimbursement for the review and approval of the Department	Annually	To be submitted no later than March 31 st .

6.1.3. TABLE 3-A Network and Vendor Provider Monitoring

Report Name	Elements/Specifications	Frequency	Submission Schedule/Reporting Period
Annual Transportation Provider Availability Evaluation & Member Access Report	A "Network Access Report" with a narrative that described the process for evaluating the network, reviewing any identified network inadequacies and describing actions taken to correct any gaps in the network. This report shall include an assessment of Covered Persons access to transportation services with annualized reporting on member approved, denied, missed, no show trip, as well as customer service access information.	Annually	Due January 31 st of each year First submission reporting period will start the first day of service provision through December 31, 2016.
Geoaccess Report	A report detailing the capacity of the Vendor Provider network by mode, geographic area served (region) and actual	N/A	Upon Department request, no more frequently than semi-

DhW
 12/10/15



**EXHIBIT A
 SCOPE OF SERVICES**

Report Name	Elements/Specifications	Frequency	Submission Schedule/Reporting Period
	utilization within a requested reporting period.		annually
Vendor Provider List or Transportation Provider List	List of in-network (credentialed and contracted) transportation providers. To contain at a minimum: 1) Vendor Provider Agency Name 2) Transportation Type Offered 3) Counties Served 4) Note any additional service offered, for example the provision of wheelchairs, or accommodation for bariatric transports.	Quarterly, Per occurrence	
Corrective Action or Performance Improvement Plans	Submitted in accordance with 30 days of the occurrence.	Per occurrence	Per occurrence
Vendor Provider Termination Report	To contain the following: 1) Name and number of Vendor Provider terminated and reason 2) Name and number of Vendor Providers to modify their credentialing status with reasons.	Per occurrence	Per occurrence

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 Date 12/10/15



**EXHIBIT A
 SCOPE OF SERVICES**

6.1.4. TABLE 4-A: Fraud, Waste and Abuse

Report Name	Elements/Specifications	Frequency	Submission Schedule/Reporting Period
Fraud, Waste, and Abuse Report	<p>Report contains a review that occurred for the primary purpose to detect fraud, waste and abuse, including the following information:</p> <ol style="list-style-type: none"> 1) Members authorized for livery services 2) Top 20 Most Costly Covered Persons 3) Detailed No Show listing and analysis 4) Non-urgent requests received within less than the advance notice period 5) Denial report 6) Trip report greater than 25 miles 	Quarterly	Per the Joint Operating Committee meeting annual schedule

6.1.5. TABLE 5-A: Plans

Report Name	Elements/Specifications	Submission Schedule/Reporting Period
Disaster Recovery	To include at minimum information on IT recovery, staffing and telephone back-up systems.	Within 60 days of the execution of the Agreement. To be produced annually for the onsite audit, thereafter.
Mileage Reimbursement	Performance Commitment requirement.	One time submission, within 60 days of the execution of the

DLW
 12/10/15



**EXHIBIT A
 SCOPE OF SERVICES**

Report Name	Elements/Specifications	Submission Schedule/Reporting Period
Utilization Plan		Agreement.
Compliance Work Plan	Work plan for ensuring compliance with contract requirements in this Agreement, and with applicable state and federal laws.	Within 90 days of the execution of the Agreement; to be reviewed annually thereafter during the onsite audit.
Member Service Improvement Plan	In follow up to completed Member Satisfaction surveys, produce a plan to respond to identified areas of improvement.	As mutually agreed upon
Local Operations Communications Plan	Detailed plan to support the effective communications to Vendor Providers.	Within 30 days of the execution of the Agreement. To be re-evaluated annually during the onsite audit.
Quality Improvement Program Description, Work Plan, and Evaluation	<p>Narrative report made up of three parts:</p> <ol style="list-style-type: none"> 1) QI Program Description role and structure, specifically identifying the function of QI committee and other committees, including the identification of resources devoted to the QI program and the accountability to governing body. 2) QI Work Plan outlining the objectives and activities to implement the QI program including responsible staff member and timeframe for implementation and completion. 3) QI Program Evaluation identifying: a. QI plan improvements with 	Information to be provided annually; to be reviewed annually during onsite audit.

D. H.
 12/10/15



**EXHIBIT A
 SCOPE OF SERVICES**

Report Name	Elements/Specifications	Submission Schedule/Reporting Period
	<p>specifics to the necessary revisions or development of policies and procedures to support implementation of improvements; and</p> <p>b. An assessment of the diversity needs of Covered Persons with a plan to address any identified unmet need.</p>	
Service Protocols (Policies and Procedures)	Service Protocols detailing the service requirements applicable to this Agreement to be provided via Policies and Procedures format.	Due thirty (30) days prior to Service Start or with the applicable modifications to service provision, to be evaluated at least annually thereafter by January 31 st .

6.1.6. TABLE 6-A: Financial Reporting

Report Category	Financial Reporting	
Report Name	Elements/Specifications	Submission Schedule/Reporting Period
Vendor Provider Reimbursement Rates	Identify by mode of transportation the reimbursement rate for Vendor Providers, including any individual contracts that pay at a higher rate than included the provided rate chart.	Annually due on December 31. First submission due, December 31, 2016
Audited Financial Statements	Standard information included in an audited financial statement.	Quarterly reporting due to Department within thirty (30) days of the end of each quarter. Annually due no later than January 31 st .



**EXHIBIT A
 SCOPE OF SERVICES**

7. Performance Measures & Liquidated Damages

7.1. The Contractor shall meet the minimum performance measures indicated in Table 1-B, below. Failure to meet performance measures may result in liquidated damages as described in Table 1-B, below:

TABLE 1-B Performance Measures & Liquidated Damages

Standard Metric	Target	Measurement Tool	Frequency	Liquidated Damages
Enrollment	Contractor shall load the enrollment file within two (2) Business Days of receipt from Department using a term by absence methodology.	Contractor to report to Department in a mutually agreed upon format	Monthly	\$0.02 PMPM each month eligibility is not loaded as specified.
Invoices-Processing Timeliness	Payment of invoices within thirty (30) days for clean claims, in alignment with Standards set forth in this Agreement.	Monthly Transportation Scorecard	Monthly	\$250 per day for each day beyond the due date
Covered Person Appeals	Covered Person appeals are not delegated to Contractor. Nevertheless, Contractor may be called upon to provide information on an appeal that the Department is processing. A request for information on a	Information delivery in a format agreeable to both parties	Per Occurrence	\$0.02 PMPM each month acceptance rate is not met

DLW

12/10/15



**EXHIBIT A
 SCOPE OF SERVICES**

Standard Metric	Target	Measurement Tool	Frequency	Liquidated Damages
	<p>standard appeal shall be responded to within fourteen (14) business days. An expedited appeal shall be responded to within one (1) business day.</p> <p>The Department must clearly communicate whether the appeal is standard or expedited, and give the appropriate deadline at the time of the request.</p>			
State Requirements	No sanctions or liquidated damages will be assessed as a result of acts or omissions of Contractor.	Department Reports	Per Occurrence	\$0.01 PMPM for each month the target is not met.
Access to Services	In markets that Contractor is performing contracting and network development, Contractor must ensure that an	Narrative report format as described in Section 6, Reports to be Prepared by the Contractor	Per occurrence	\$0.01 PMPM for each month the target is not met.



**EXHIBIT A
 SCOPE OF SERVICES**

Standard Metric	Target	Measurement Tool	Frequency	Liquidated Damages
	appropriate provider is identified within two (2) days of a request for services, if applicable, or non-par provider will be secured.			
Contracting and Network Development	Contractor must maintain network adequacy requirements as required by the State pursuant to Section 2.10 of the Agreement. Contractor will not be assessed liquidated damages in cases where it can demonstrate that a provider is unwilling to contract.	Network and Provider Monitoring reports as identified in Section 6 Reports to be Prepared by the Contractor	Monthly	TBD
Call Center Performance	To align with the state's mandated performance requirements. Or any stricter requirements added by this state.	Monthly Transportation Scorecard	Monthly	\$0.02 PMPM each month for each metric below the standards prescribed (for abandoned or blocked call rates)
Provider No Show	Total No-shows not to exceed one percent (1%)	Complaint Log	Per reporting in Section 6	\$0.01 PMPM each month the target is not

D.L.W.
 12/10/15



**EXHIBIT A
 SCOPE OF SERVICES**

Standard Metric	Target	Measurement Tool	Frequency	Liquidated Damages
	of the total commercial in a month			met.
Complaints	Total Complaints not to exceed one percent (1%).	Compliant Log	Per reporting in Section 6	\$0.01 PMPM each month the target is not met.
Complaint Resolution	100% of complaints resolved within three (3) Business Days of receipt	Compliant Log	Per reporting in Section 6	\$0.01 PMPM each month the target is not met.
Vehicle Safety	100% of vehicles pass daily safety inspection prior to use.	Report	Quarterly Submission; Upon request as a part of the Vendor Provider Transportation Scorecard	TBD
Reliability	100% of vehicles used in the month shall have documented regular preventative maintenance records	Report	Monthly	TBD



Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This Contract is funded with general and federal funds. Department access to federal funding is dependent upon meeting the requirements set forth in the Catalogue of Family and Domestic Assistance (CFDA) # 93.778 US Department of Health and Human Services, Centers for Medicare and Medicaid Services, Medicaid Title XIX, Medical Assistance Program,.
3. The Contractor shall invoice the Department in the amount of \$190,000 as an advance against the first 90 days of vendor provider payments, upon Governor and Executive Council approval of the contract as follows:
 - 3.1. Invoice shall be presented on company letterhead.
 - 3.2. Invoice shall reference "State of NH, Department of Health & Human Services, Non-Emergent Transportation Services Contract, Exhibit B, Method and Conditions Precedent to Payment, Paragraph 3."
 - 3.3. Invoice shall be sent to:

Attn: Financial Manager
Office of Medicaid Finance Unit
129 Pleasant Street
Concord, NH 03301-3857
 - 3.4. When MMIS go-live is realized, initial claim submissions by the Contractor shall be deducted against the advance before any payments are made to the Contractor.
4. Payment for said services shall be made as follows:
 - 4.1. The Contractor shall bill the Department on a fee-for-service basis for transportation services provided in accordance with Exhibit A, Scope of Services.
 - 4.2. Billing for transportation services shall include a base cost per leg of trip, as identified in Section 4.2.1 plus the appropriate reimbursement rate identified in Section 4.2.2., Table 1 Reimbursement Rates
 - 4.2.1. Brokerage Cost per Leg is \$3.33.

DHW.
12/10/15



4.2.2. Table 1, Reimbursement Rates

Procedure Description	Base Rate per leg
Non-Emergency Transportation: Wheel-Chair Van	\$27.35 and \$2.46/mile after mile 10.
Non-Emergent Ambulance, ALS	\$154.23 and \$2.60/mile after mile 10.
Non-Emergent Ambulance, BLS	\$145.00 and \$2.60/mile after mile 10.
Transportation Ancillary: Parking Fees, Tolls, Other	Actual Cost
Non-Emergency Transportation; Encounter/Trip	\$10.94
Non-Emergency Transport; Commercial Carrier, Multi-Pass Other Commercial Carrier	Actual Cost for Bus Pass or Pass for Other Carrier
Transportation Waiting Time, Air Ambulance and Non-Emergency Vehicle, on-half (1/2) Hour Increments	\$3.28
Non-Emergency Transportation, Per Mile-Vehicle Provided by Volunteer (individual or organization), With No Vested Interest	\$0.41/mi
Non-Emergency Transportation, Per Mile – Vehicle Provided by Individual (Family Member, Self, Neighbor) with Vested Interest	\$0.31/mi
Non-Emergency Transportation; Taxi	Actual Cost

- 4.3. The Contractor shall submit claims for reimbursement for mileage reimbursement requests received from members. The Contractor shall be reimbursed:
- 4.3.1. Per mile for every mile traveled by the member to obtain covered services at rate no greater than \$0.31 per mile.
- 4.4. The Contractor shall submit claims for transportation services provided through the NH Medicaid Management Information System (MMIS) in the Accredited Standards Committee (ASC) X12 837P claim format. Requests for reimbursement of payments to providers shall not exceed the Base Rates shown in Section 4.1.1, Table 1, Reimbursement Rates.
- 4.5. A final payment request shall be submitted no later than forty (40) days from the Form P37, General Provisions, Contract Completion Date, Block 1.7.
- 4.6. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
- 4.7. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to transfer the funds between State Fiscal Years within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
 - 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

New Hampshire Department of Health and Human Services
Exhibit C



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

DLW
Date 12/10/15



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Division reserves the right to renew the Contract for up to five (5) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

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12/10/15

New Hampshire Department of Health and Human Services
Exhibit D



has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

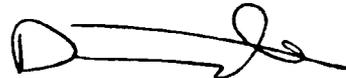
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Contractor Name:

12/10/15
Date


Name: David L. White
Title: President



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

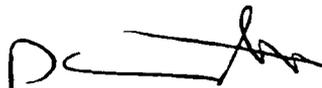
The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name:

12/10/15
Date


Name: David L. White
Title: President



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Order of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

DHW
12/10/15



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

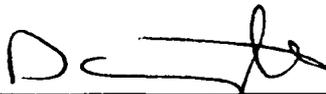
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

12/10/15
Date


Name: David L. White
Title: President



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

DLW

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date 12/10/15

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

12/10/15
Date

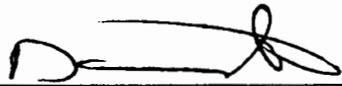

Name: David L. White
Title: President

Exhibit G

Contractor Initials

DLW

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date 12/10/15



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

12/10/15
Date

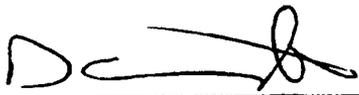

Name: David L. White
Title: President



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- I. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

D&W

12/10/15



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) **Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

The State

Marilee Nihan

Signature of Authorized Representative

Marilee Nihan

Name of Authorized Representative

Deputy Commissioner

Title of Authorized Representative

~~12/15~~ 12/11/15

Date

me

Coordinated Transportation

Name of the Contractor

[Signature]

Signature of Authorized Representative

David L. White

Name of Authorized Representative

President

Title of Authorized Representative

12/10/15

Date



CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

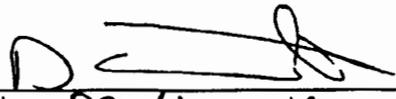
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

12/10/15
Date


Name: David L. White
Title: President

New Hampshire Department of Health and Human Services
Exhibit J



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 08-1605692
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

_____ NO X YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

_____ NO X YES but included

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: <u>David D. White</u>	Amount: <u>\$192,000</u>
Name: _____	Amount: _____