



Lori A. Shibinette
Commissioner

Henry D. Lipman
Director

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

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

June 19, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Medicaid Services, to enter into a contract with One Call Government Solutions, LLC d/b/a One Call (VC#299403), Jacksonville, FL in the amount of \$528,822 for statewide non-emergency medical transportation for Medicaid Fee-for-Service members, with the option to renew for up to two (2) additional years, effective upon Governor and Council approval through September 30, 2022. 54% Federal Funds, 22% General Funds and 24% Other Funds.

Funds are available in the following accounts for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Years 2022 and 2023, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-47-470010-2358 HEALTH AND SOCIAL SERVICES; HEALTH AND HUMAN SVCS
DEPT OF HHS; OFC OF MEDICAID & BUS PLCY, OFF. OF MEDICAID & BUS. POLICY, NH
GRANITE ADVANTAGE TRUST FUND

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2021	101-500729	Medicaid Payments to Providers	47004369	\$20,517
2022	101-500729	Medicaid Payments to Providers	47004369	\$27,356
2023	101-500729	Medicaid Payments to Providers	47004369	\$6,839
			Subtotal	\$54,712

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

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
-------------------	-----------------	-------------	------------	--------------

**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**

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2021	101-500729	Medicaid Payments to Providers	47004050	\$176,184
2022	101-500729	Medicaid Payments to Providers	47004050	\$234,912
2023	101-500729	Medicaid Payments to Providers	47004050	\$58,728
			Subtotal	\$469,824

**05-95-47-470010-7051 HEALTH AND SOCIAL SERVICES; HEALTH AND HUMAN SVCS
DEPT OF HHS; OFC OF MEDICAID & BUS PLCY, OFF. OF MEDICAID & BUS POLICY, CHILD
HEALTH INSURANCE PROGRAM**

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2021	101-500729	Medicaid Payments to Providers	47004060	\$1,608
2022	101-500729	Medicaid Payments to Providers	47004060	\$2144
2023	101-500729	Medicaid Payments to Providers	47004060	\$534
			Subtotal	\$4,286
			Total	\$528,822

EXPLANATION

The purpose of this request is to ensure Medicaid members in the State's Fee-for-Service program have access to non-emergency transportation to all Medicaid covered services. State Medicaid programs are required to provide necessary and appropriate transportation, including the provision of non-emergency ambulance and wheelchair van services, for beneficiaries to travel to and from their home or nursing facility to Medicaid covered services.

Approximately 2,400 members will eligible monthly for transportation services from October 1, 2020 to September 30, 2022.

The vendor is responsible for the statewide network of Transportation Providers that transport beneficiaries in various modes of transportation, which includes taxi, wheelchair vans, non-emergency ambulances, vans and stretcher vans. The vendor must ensure beneficiaries receive the most efficient mode of transportation based on their physical and/or cognitive impairments. The vendor must maintain a call center for beneficiaries to call when scheduling rides. Eligibility for services must be verified through the Department's Medicaid Management Information System. The vendor is responsible for credentialing each Transportation Provider and ensuring training is completed, which includes, but is not limited to cultural and linguistic sensitivity; defensive driving; driver code of conduct; situational behavioral training; Health Insurance Portability and Accountability Act compliance; and fraud, waste, and abuse of program services. In addition to the trainings, the vendor requires certification in passenger service and safety as well as first aid and Cardiopulmonary Resuscitation.

The vendor will conducting beneficiary satisfaction surveys, ensuring a performance rating of 90% is maintained. The vendor will handle all grievances communicated to them within seventy-two (72) hours unless it is an urgent event, which they will handle immediately. Throughout the entire grievance process the vendor will keep the Department apprised. If there is an accident, the Department will be notified within twenty-four (24) hours, unless it results in an injury in which the Department will be notified within twelve (12) hours.

The Department will monitor contracted services using the following performance measures:

- Ensuring the vendor maintains a 90% customer service satisfaction rate
- 100% of incidents and significant events are reported within the prescribed timeframes
- 100% of trips requested within the agreed upon advance notice requirement will be assigned to a transportation provider and completed.
- Member scheduled rides for all services are delivered within 15 minutes of the scheduled pick-up time.
- Ensuring Transportation Providers and drivers comply with the Driver Code of Conduct, pre-employment screening, annual employment screening, driver requirements, and all education requirements.

The Department selected the Contractor through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from 3/10/2020 through 5/7/2020. The Department received five (5) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A of the attached contract, the parties have the option to extend the agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request Medicaid beneficiaries in the Fee-for-Service program, who are dependent on the non-emergency transportation program, may not have access to transportation to Medicaid-covered services. Without this contract the Department will not be in compliance with its State Plan.


Area served: Statewide

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 4 of 4

Source of Funds: 54% Federal Funds, 22% General Funds and 24% Other Funds. CFDA #93.778, FAIN #2005MH5MAP

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

Respectfully submitted,


Lori A. Shibanette
Commissioner

The Department of Health and Human Services' Mission is to join communities and families in providing opportunities for citizens to achieve health and independence.



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

Non-Emergency Transportation
Program for Fee-for-Service (FFS)
Medicaid Beneficiaries

RFP Name

RFP-2020-DMS-10-TRANS

RFP Number

Reviewer Names

Bidder Name

1. Coordinated Transportation Solutions, Inc.

2. IntelliRide

3. Medical Transportation Management, Inc.

4. One Call

5. Secure Transportation

6. 0

7. 0

Pass/Fail	Maximum Points	Actual Points
	1100	855
	1100	848
	1100	963
	1100	996
	1100	830
	1100	0
	1100	0

1. Brooke Belanger, Director of Medicaid Enterprise Developm

2. Betsy Hippensteel, Director of Provider Relations

3. Laura Ringelberg, Administrator III

4. Grant Beckman, Business Administrator IV

5. Eva "Maria" Reinemann, Sr. General Counsel Specialist

6. Alyssa Cohen, Deputy Medicaid Director



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

July 17, 2020

Lori A. Shibinette, Commissioner
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
Concord, NH 03301

Dear Commissioner Shibinette:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with MSC Care Management d/b/a One Call (VC#299403), of Jacksonville FL., as described below and referenced as DoIT No. 2020-040.

This is a request to enter into an agreement to provide non-emergency medical transportation for Medicaid Fee-for-Service members. State Medicaid programs are required to provide necessary and appropriate transportation, including the provision of non-emergency ambulance and wheelchair van services, for beneficiaries to travel to and from their home or nursing facility to Medicaid covered services.

The amount of the contract is not to exceed \$528,822.00, and shall become effective upon the date of Governor and Executive Council approval through September 30, 2022.

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

Sincerely,

Denis Goulet

DG/kaf
DoIT #2020-040

cc: Michael Williams, IT Manager, DoIT.

Subject: RFP-2020-DMS-10-TRANS (Non-Emergency Transportation Program for Fee-for-Service (FFS) Medicaid Beneficiaries)

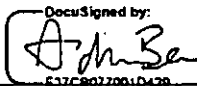
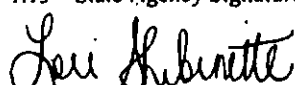
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name One Call Government Solutions, LLC d/b/a One Call		1.4 Contractor Address 841 Prudential Drive, Suite 204 Jacksonville, FL, 32207	
1.5 Contractor Phone Number (800) 848-1989	Account Number 05-95-47-470010-2358, 05-95-47-470010-7948, 05-95-47-470010-7051	1.7 Completion Date September 30, 2022	1.8 Price Limitation \$528,822
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 7/2/2020		1.12 Name and Title of Contractor Signatory Adam Beam National VP, Health Plan Development	
1.13 State Agency Signature  Date: 7/6/2020		1.14 Name and Title of State Agency Signatory Lori Shibinette, Commissioner DHHS	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <u>Catherine Pinos</u> On: <u>07/07/20</u>			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. 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 B 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 1.17, 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 1.13 ("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 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 for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor 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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, 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.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. **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.

17. **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.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

New Hampshire Department of Health and Human Services
Non-Emergency Transportation Program for
Fee-for-Service (FFS) Medicaid Beneficiaries



EXHIBIT A

REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

New Hampshire Department of Health and Human Services
Non-Emergency Transportation Program for
Fee-for-Service (FFS) Medicaid Beneficiaries



EXHIBIT B

Scope of Services

1. Statement of Work

- 1.1. The Contractor shall provide transportation services, statewide, to Medicaid beneficiaries who are enrolled in the Fee-For-Service (FFS) program, which include:
 - 1.1.1. Individuals with a spenddown, referred to as In-and-Out Medical Assistance;
 - 1.1.2. Individuals enrolled in the Health Insurance Premium Payment Program (HIPP);
 - 1.1.3. Individuals who are eligible through presumptive eligibility (PE); and
 - 1.1.4. Military veterans receiving Veterans Administration benefits that include:
 - 1.1.4.1. VA Pension Benefits;
 - 1.1.4.2. VA Nursing Facility Pension;
 - 1.1.4.3. VA Disability;
 - 1.1.4.4. VA Aid and Attendance; and/or
 - 1.1.4.5. VA Frozen Pension.
- 1.2. For the purposes of this agreement, all references to days shall mean business days, Monday through Friday.
- 1.3. For the purposes of this agreement, all references to business hours shall mean Monday through Friday from 8am to 6pm EST, excluding state and federal holidays.

2. Statement of Work - Process and Fulfill Trip Request

- 2.1. The Contractor shall complete a pre-trip verification review by verifying the medical appointment for a covered service with the service provider on 100% of scheduled trips prior to providing transportation services. The Contractor shall:
 - 2.1.1. Verify the beneficiary is eligible;
 - 2.1.2. Verify that the reason for the trip is a covered service; and
 - 2.1.3. Consult with the Department if the Contractor is unable to verify the beneficiary information.
- 2.2. The Contractor shall ensure Medicaid FFS beneficiaries eligible for standard Medicaid or the Medicaid Alternative Benefit Plan (ABP) have access to transportation to:

2.2.1. Non-emergent Medicaid covered medical and dental appointments.

**New Hampshire Department of Health and Human Services
Non-Emergency Transportation Program for
Fee-for-Service (FFS) Medicaid Beneficiaries**



EXHIBIT B

2.2.2. Pick up prescriptions.

- 2.3. The Contractor shall determine the most cost-effective mode of transportation based on medical necessity. And ensure transportation services are available to individuals found eligible under presumptive eligibility, as confirmed through a Presumptive Eligibility form.
- 2.4. The Contractor shall ensure various modes of transportation, are available for all beneficiaries, including individuals who need special assistance and individuals who utilize durable medical equipment.
- 2.5. The Contractor shall ensure transportation services are available to FFS beneficiaries, including individuals who may have vulnerable medical and/or psychological conditions, to and from non-emergent, medically necessary Medicaid covered appointments, statewide and, at times, to adjacent states. The Contractor shall utilize a priority of utilization of transportation, which shall be in the following order:
 - 2.5.1. Beneficiary's own vehicle.
 - 2.5.2. Friends/family transit.
 - 2.5.3. Bus or other public transportation.
 - 2.5.4. Taxi /van transit.
 - 2.5.5. Other modes, based on medical necessity.
- 2.6. The Contractor shall provide various modes of transportation that ensure safe and timely arrival to non-emergency medical services. The Contractor shall provide the following modes of transportation, which includes, but is not limited to:
 - 2.6.1. Public transit (bus).
 - 2.6.2. Taxi.
 - 2.6.3. Multi-passenger van.
 - 2.6.4. Wheelchair van.
 - 2.6.5. Non-emergency ambulance Advanced Life Support, Level 1 (ALS1) or Basic Life Support (BLS).
 - 2.6.6. Stretcher van.
 - 2.6.7. Mileage reimbursement.
- 2.6.8. Rideshare, as approved by the Department.
 - 2.6.8.1. If the Department approves of the use of Rideshare, all drivers must meet the same driver standards and criteria as outlined in Section 6.

**New Hampshire Department of Health and Human Services
Non-Emergency Transportation Program for
Fee-for-Service (FFS) Medicaid Beneficiaries**



EXHIBIT B

- 2.7. The Contractor shall monitor the number of daily trips and the modes of transportation by analyzing:
 - 2.7.1. Current Medicaid enrollment for the specified covered service area and any anticipated enrollment changes.
 - 2.7.2. Expected utilization of services by mode of transportation.
 - 2.7.3. Number of trips each vehicle can complete each day.
 - 2.7.4. Geographic location of transportation providers and beneficiaries.
 - 2.7.5. Ability to render services on a routine and at-will basis.
- 2.8. The Contractor shall ensure covered transportation services are available to meet urgent and non-urgent transportation needs seven (7) days per week.
- 2.9. The Contractor shall waive the advanced notice requirements of two (2) business days for routine appointments and ensure transportation and mileage reimbursement for:
 - 2.9.1. Travel to methadone clinic services;
 - 2.9.2. Hospital discharges; and
 - 2.9.3. Urgent, medically necessary appointments
- 2.10. The Contractor shall ensure routine trips are processed within twenty-four (24) hours of receiving the request and all urgent trips shall be scheduled within two (2) hours.
- 2.11. The Contractor shall schedule and authorize routine recurring trips to ensure trips are pre-scheduled and automatically assigned to the provider best qualified to deliver services in order to ensure continuity of services.
- 2.12. The Contractor shall accommodate special needs, which includes, but is not limited to:
 - 2.12.1. Transporting durable medical equipment, as needed.
 - 2.12.2. Assisting beneficiaries with limited mobility to and from the vehicle, as needed.
- 2.13. The Contractor shall develop strategies in rural areas to support the transportation needs of beneficiaries, which include, but are not limited to:
 - 2.13.1. Developing relationships with community-based providers who have access to vehicles or who have traditionally arranged for transportation of clients, which may include:
 - 2.13.1.1. Easter Seals.
 - 2.13.1.2. Granite State Independent Living.
 - 2.13.1.3. Nursing home facilities.

**New Hampshire Department of Health and Human Services
Non-Emergency Transportation Program for
Fee-for-Service (FFS) Medicaid Beneficiaries**



EXHIBIT B

- 2.13.2. Developing relationships with adult day facilities.
- 2.13.3. Promoting mileage reimbursement solutions for the beneficiary, their family, or other authorized caregivers.
- 2.14. The Contractor shall review, approve, and pay mileage reimbursement to beneficiaries who need assistance with paying for gasoline to get to Medicaid-covered services. The Contractor shall:
 - 2.14.1. Confirm with the beneficiary two (2) business days prior to the appointment to confirm eligibility for services and assign a trip authorization number.
 - 2.14.2. Review mileage reimbursement forms, as completed by beneficiaries and signed by medical providers within thirty (30) days of trip completion.
- 2.15. The Contractor shall reimburse individuals for utilizing public transportation once the reimbursement form is completed and verified.
- 2.16. The Contractor shall ensure that beneficiaries living in the same household, who are traveling to the same location for an appointment, are only reimbursed once for mileage.
- 2.17. The Contractor shall reimburse Transportation Providers through an electronic claims portal. The Contractor shall:
 - 2.17.1. Review the claim submission to ensure all required fields have been properly completed by the provider; and
 - 2.17.2. Make payment to the Transportation Provider within fifteen (15) days from the transportation claim being received if all criteria for submitting a claim are met; or
 - 2.17.3. Manually review all claims that fall into exception status due to not meeting all criteria and, once information is verified, make payment within fifteen (15) days of the manual verification.
- 3. Scope of Services – Operation of Call Center**
 - 3.1. The Contractor shall operate call center that schedules transportation for Medicaid beneficiaries and answers questions from beneficiaries and providers. The Contractor shall:
 - 3.1.1. Ensure call center representatives provide the beneficiary with the most cost-effective mode of transportation.
 - 3.1.2. Provide trainings tailored to addressing beneficiary physical and cognitive needs, which include, but are not limited to:
 - 3.1.2.1. Hands-on product training in transportation services.

**New Hampshire Department of Health and Human Services
Non-Emergency Transportation Program for
Fee-for-Service (FFS) Medicaid Beneficiaries**



EXHIBIT B

- 3.1.2.2. Quality monitored feedback.
- 3.1.2.3. Plan-specific level agreements (SLAs).
- 3.1.2.4. Focused soft skills training on beneficiary interactions, including how to handle challenging callers.
- 3.1.2.5. Fast, efficient order intake and scheduling.
- 3.1.2.6. Cultural sensitivity and confidentiality training.
- 3.1.2.7. Fraud, waste, and abuse (FWA) training.
- 3.1.2.8. Health, safety, and welfare training.
- 3.2. The Contractor shall utilize real-time monitoring and dashboards to continuously monitor service levels to ensure continuity of services.
- 3.3. The Contractor shall ensure the call center has multi-lingual capabilities and operates a telephone device for the deaf and hard of hearing (TTY) during hours of operation. The Contractor shall:
 - 3.3.1. Capture and document the preferred language of beneficiaries.
 - 3.3.2. Stay on the telephone with both the beneficiary and the translator until services all questions are answered and services are either provided or scheduled to be provided.
- 3.4. The Contractor shall ensure the call center is staffed with personnel knowledgeable about Medicaid FFS with the ability to communicate with individuals who may be experiencing communication barriers. The Contractor shall ensure accessibility to call center services through:
 - 3.4.1. A statewide toll-free Department-dedicated telephone number.
 - 3.4.2. A dedicated email address available to beneficiaries and caretakers.
 - 3.4.3. Online booking capabilities, as available.
 - 3.4.4. Ensure texting accessibility through a dedicated line, as available.
- 3.5. The Contractor shall confirm the trip request through a text once the trip has been scheduled, if text is not available a phone call will take place.
- 3.6. The Contractor shall ensure that, after regular business hours, the call center telephone line is answered by a live attendant or an automated system with the capability to provide callers with information that includes, but is not limited to:
 - 3.6.1. Operating hours and instructions on how to obtain emergency medical care.
 - 3.6.2. How to call 911 in the event of an emergency.
 - 3.6.3. How to leave a message regarding an urgent request for transportation.

**New Hampshire Department of Health and Human Services
Non-Emergency Transportation Program for
Fee-for-Service (FFS) Medicaid Beneficiaries**



EXHIBIT B

- 3.6.4. How to leave a message regarding a non-urgent request for transportation.
- 3.7. The Contractor shall ensure after-hours calls are reviewed within one (1) hour of the beneficiary's call. The Contractor shall ensure:
 - 3.7.1. The call is returned within the hour and transportation is scheduled within two (2) hours of the beneficiary's call, if the request is urgent; or
 - 3.7.2. The call is returned during the next business day, if the request is non-urgent.
- 3.8. The Contractor shall ensure the call center is operational, at a minimum, excluding weather emergency declarations by the State of New Hampshire:
 - 3.8.1. Monday thru Friday: 8:00 am EST to 6:00 pm EST; and
 - 3.8.2. During major program transitions or peak events, as determined by the Department, at which time the Contractor shall accommodate additional hours and capacity, subject to mutual agreement.
- 3.9. The Contractor shall coordinate its call center with the Department's Customer Service Center.
- 3.10. The Contractor shall answer all calls within ninety (90) seconds.
- 3.11. The Contractor shall develop a warm transfer protocol for beneficiaries who may call the incorrect call center to be transferred to speak to the correct representative.
- 3.12. The Contractor shall have a comprehensive plan to handle call volume that exceeds staff capacity, which includes, but is not limited to:
 - 3.12.1. The capacity to roll calls over by shifting resources to accommodate within one hour of the increase in call volume.
 - 3.12.2. Enacting disaster recovery protocols that leverage multiple contact center sites.
- 3.13. The Contractor shall ensure that call center staff verify each caller's identity utilizing a minimum of two (2) points of verification against the eligibility files provided by the Department.
- 3.14. The Contractor shall develop and submit telephone scripts to be utilized by Customer Services Representatives for Department approval.
- 3.15. The Contractor shall ensure the telephone system used to provide services includes, but is not limited to:
 - 3.15.1. The capability to transfer calls to the Department's Voice Over Internet Protocol (VOIP) system.

New Hampshire Department of Health and Human Services
Non-Emergency Transportation Program for
Fee-for-Service (FFS) Medicaid Beneficiaries



EXHIBIT B

- 3.15.2. The capability of accepting inbound and placing outbound calls.
- 3.15.3. The ability to transfer calls received that have unique circumstances or situations that need to be transferred to the Department.
- 3.15.4. The ability to route calls to specific queues, which may include an automatic call distribution system.
- 3.15.5. The ability to track call statistics necessary to provide required reports identified in Subsection 10, below.
- 3.16. The Contractor shall permit the Department to monitor call center activities, which includes, but is not limited to:
 - 3.16.1. Allowing the Department to monitor live calls while on-site at the call center.
 - 3.16.2. Making digital files of calls received available to the Department on the same day that calls are received, as requested by the Department.
- 3.17. The Contractor shall ensure a separate, toll-free phone number is available for use by the Contractor's Transportation Providers.
- 4. Scope of Services - Beneficiary Satisfaction Surveys and Grievance & Appeals Process**
 - 4.1. The Contractor shall conduct beneficiary satisfaction surveys to measure customer satisfaction.
 - 4.2. The Contractor shall ensure satisfaction surveys maintain a performance rating of 90% or greater beneficiary satisfaction rate at the conclusion of each survey. The Contractor shall:
 - 4.2.1. Make quality assurance calls to beneficiaries no later than one (1) business day after each appointment;
 - 4.2.2. Provide the beneficiary with the option to participate in a satisfaction survey following every interaction with their employees;
 - 4.2.3. Send a text message after each trip so the beneficiary can rate the driver on a scale from one (1) to five (5), ensuring ratings of three (3) or less result in an evaluation of the situation; and
 - 4.2.4. Send out provider satisfaction surveys to each Transportation Provider every six months to inform future provider training.
 - 4.3. The Contractor shall ensure beneficiary complaints are processed in the order they are received by severity of the complaint. The Contractor shall categorize each complaint as one (1) of four (4) Risk Levels, which include:

New Hampshire Department of Health and Human Services
Non-Emergency Transportation Program for
Fee-for-Service (FFS) Medicaid Beneficiaries



EXHIBIT B

- 4.3.1. **Risk Level 1—Serious Event:** Beneficiary (or beneficiary's family or property), health, or well-being in serious jeopardy. For example, one or more sentinel events, such as death or bodily injury have occurred. The Contractor shall handle and report complaints within twelve (12) hours of the event to the Department and to the beneficiary.
- 4.3.2. **Risk Level 2—Urgent Events:** Risk to beneficiary in receiving appropriate equipment or services in required time frame, but not viewed as life threatening. One or more sentinel events are at risk of occurring. The Contractor shall report and communicate complaints within twenty-four (24) hours of receiving the reported concern to the Department and to the beneficiary.
- 4.3.3. **Risk Level 3—Standard Events:** Provider has caused the Department, and/or the Contractor's relationship with the Department to be negatively impacted. The Contractor shall report complaints within twenty-four (24) hours of receiving the reported concern to the Department and to the beneficiary.
- 4.3.4. **Risk Level 4—General Events:** Provider has caused the Contractor's reputation, industry status, or financial benefit to be negatively impacted through breach of contract on established protocols, requiring reeducation or remediation. The Contractor shall report complaints twenty-four (24) hours of receiving the reported concern to the Department and to the beneficiary.
- 4.4. The Contractor shall ensure all complaints received regarding transportation providers are processed in accordance with the assigned Risk Level specified in Subsection 4.3, above. The Contractor shall:
- 4.4.1. Send a correspondence directly to the beneficiary confirming the receipt of the concern stating that the concern has been documented and is being researched.
- 4.4.2. Conduct research and review all trip details by reaching out to the beneficiary, provider, and/or facility.
- 4.4.3. Keep the Department apprised of the progress of the review.
- 4.4.4. Send the research and review completed to the Department for review and approval.
- 4.4.5. If there is a dissatisfaction with the initial attempts made by the Contractor to resolve the complaint, the Contractor shall ensure:
- 4.4.5.1. The complaint is escalated within the organization.
- 4.4.5.2. The management team collaborates with experts to resolve the current conflict and mitigate future complaints.

**New Hampshire Department of Health and Human Services
Non-Emergency Transportation Program for
Fee-for-Service (FFS) Medicaid Beneficiaries**



EXHIBIT B

- 4.4.5.3. Experts include, but are not limited to:
 - 4.4.5.3.1. The training unit.
 - 4.4.5.3.2. Medical experts.
 - 4.4.5.3.3. Transportation experts.
- 4.4.5.4. All appeals shall be resolved within a month after the appeal is filed. The Department must be appraised of all progress.
- 4.4.5.5. Continuation of research and documentation of the complaint throughout the process.
- 4.4.5.6. Share all details and findings with the Department.
- 4.4.5.7. The beneficiary and the Department are notified of the resolution and/or action takes place as a result of the escalation.
- 4.5. The Contractor shall ensure when a grievance is made against a Transportation Provider, actions include, but are not limited to:
 - 4.5.1. Education, which includes, but is not limited to distribution of appropriate training or education materials and access to available webinars.
 - 4.5.2. Escalation, which includes, but is not limited to, engaging assistance as outlined in Paragraph 4.4.5.
 - 4.5.3. Remediation, which includes, but is not limited to, a corrective action plan, probation, and termination.
- 4.6. The Contractor shall ensure the grievance process includes swift action when the Contractor or the Transportation Provider receives complaints regarding a particular driver that indicates an immediate risk to beneficiaries. The Contractor shall ensure swift action includes, but is not limited to:
 - 4.6.1. Notifying the Department within twelve (12) hours) upon making the determination of immediate risk.
 - 4.6.2. Directing the Transportation Provider to suspend the driver's ability to transport any beneficiaries pending further review.
 - 4.6.3. Investigating the matter in order to determine the level of risk, if any, posed by the driver.
 - 4.6.4. Determining any further steps to be taken, if any, which may include, but are not limited to:
 - 4.6.4.1. Further driver training.
 - 4.6.4.2. Continued suspension.

New Hampshire Department of Health and Human Services
Non-Emergency Transportation Program for
Fee-for-Service (FFS) Medicaid Beneficiaries



EXHIBIT B

- 4.6.4.3. Prohibiting the driver from performing any Services related to this agreement , therefore placing the driver in the "do not use" (DNU) status.
 - 4.6.4.4. Referral to the proper law enforcement and/or licensing authorities.
 - 4.6.4.5. Notification to the Department of further steps that were taken.
- 4.7. The Contractor shall inform the Transportation Provider of the right to appeal the Contractor's decision of any DNU action. The Contractor shall ensure:
 - 4.7.1. Notification includes instructions on how to file an appeal.
 - 4.7.2. Notification that the appeal must be filed within 72 hours of being notified of the DNU status.
 - 4.7.3. Appeals are reviewed by the Contractor's credentialing committee on a monthly basis.
 - 4.7.4. The Department is informed of any appeals that result in the DNU status being overturned.
- 4.8. The Contractor shall ensure complaints against their organization are processed in the order they are received by severity of the complaint. The Contractor shall categorize each complaint as one (1) of three (3) Risk Levels, which include:
 - 4.8.1. **Risk Level 1:** Any issue brought to the Contractor's attention by the transportation provider that involves a higher authority or punitive outcome, such as legal involvement.
 - 4.8.2. **Risk Level 2:** Any issue brought to the Contractor's attention by the transportation provider that involves allegations of discriminatory or egregious actions, such as, egregious beneficiary behavior towards a transportation provider.
 - 4.8.3. **Risk Level 3:** Any issue brought to the Contractor's attention by the transportation provider that is adversely affecting the transportation provider or transportation network, such as, payment issues, payment rates, and network adequacy.
- 4.9. The Contractor shall process complaints against themselves in accordance with processes outlined in Subsection 4.4, above.
- 4.10. The Contractor shall review all complaints on a monthly basis to ensure complaints have been handled in accordance processes specified in Subsection 4.4., above.

5. Incident Reporting

**New Hampshire Department of Health and Human Services
Non-Emergency Transportation Program for
Fee-for-Service (FFS) Medicaid Beneficiaries**



EXHIBIT B

- 5.1. The Contractor shall ensure all initial notifications of adverse events or incidents, and any follow-up actions taken are documented and provided to the Department using the approved process for incident reporting.
- 5.2. The Contractor shall notify the Department within twelve (12) hours of the Contractor being notified, or becoming aware, of events involving a beneficiary who is the alleged victim or perpetrator of any of the following events:
 - 5.2.1. A suspected or alleged criminal offense; or
 - 5.2.2. Any injury to a beneficiary or to a Transportation Provider driver, which is inflicted by a beneficiary, that requires any level of medical intervention.
- 5.3. The Contractor shall report to the Department, all accidents, injuries, and incidents that have occurred in conjunction with a scheduled trip when a beneficiary is present in a vehicle. The Contractor shall ensure accidents, injuries, and incidents are reported to the Department as follows:
 - 5.3.1. Events involving a beneficiary who is the alleged victim or perpetrator of a suspected criminal offense requires notification within twelve (12) hours of being notified or otherwise becoming aware.
 - 5.3.2. An Accident/Incident with resulting injury requires notification within twelve (12) hours of the event.
 - 5.3.3. An Accident/Incident without injury resulting requires notification within twenty-four (24) hours of the event.
 - 5.3.4. Notification to the Department within one (1) working day of any incident that was referred to the Medicaid Fraud Control Unit by the Contractor or their Transportation Providers.
- 5.4. The Contractor shall report alleged incidence of beneficiary abuse and neglect pursuant to all state and federal laws.
- 5.5. The Contractor shall provide a corrective action plan that identifies mitigating steps for the prevention of future incidents, as requested by the Department.
- 5.6. The Contractor shall require all Transportation Providers to report fraud, waste, or abuse (FWA) to the Contractor, who is responsible for reporting FWA to the Department and any appropriate authorities. The Contractor shall adhere to the following practices:
 - 5.6.1. Comprehensive provider credentialing and ongoing monitoring to identify providers committing fraud and exclude them from the network providing Services to the beneficiaries;
 - 5.6.2. Use of pre-payment reviews to detect suspicious claims prior to payment;

New Hampshire Department of Health and Human Services
Non-Emergency Transportation Program for
Fee-for-Service (FFS) Medicaid Beneficiaries



EXHIBIT B

- 5.6.3. Use of post-payment audits to identify single claims, and claim trends and provider trends that require further FWA review;
 - 5.6.4. Conduct comprehensive investigations in to suspected FWA;
 - 5.6.5. Appropriate recovery initiatives to recoup Medicaid dollars that were paid for fraudulent claims or to fraudulent providers; and
 - 5.6.6. Regular communication with customers and where appropriate, state and federal agencies who oversee the programs to report to effectively target and track providers suspected of FWA activities.
- 5.7. The Contractor shall report incidents not outlined in Subsection 5.6 as required by state and federal laws.
- 5.8. The Contractor shall take appropriate action against Transportation Providers and/or drivers in response to driver misconduct that constitutes an alleged criminal offense or a deviation of policy that is likely to have put a beneficiary at risk.

6. Scope of Services – Driver Selection and Maintenance of Records Requirements

- 6.1. The Contractor shall ensure all Transportation Providers comply with the following requirements. The Contractor shall ensure all Transportation Provider subcontract requirements include, but are not limited to:
- 6.1.1. Confidentiality. Transportation Providers shall treat every aspect of covered services as confidential, including the fact of Department eligibility and/or enrollment and all information pertaining to a beneficiary's physical or mental health status or condition. Each Transportation Provider shall execute a valid HIPAA subcontractor agreement with the Contractor pursuant to the terms of the Contractor's Business Associate Agreement with the Department prior to the commencement of covered services. If the Transportation Provider must speak with the beneficiary over the phone, they may only do so on a masked phone number that is only valid for the duration of each specific trip.
 - 6.1.2. Hold Harmless. Transportation Providers shall accept the amounts paid by the Contractor for covered services furnished to beneficiaries as payment in full and in no event, including but not limited to nonpayment by the Contractor, or the Contractor's insolvency, or breach of the Contractor's agreement with the Transportation Provider, shall the Transportation Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from or have any recourse against a beneficiary, the Department, the Contractor (if the Contractor has made payments in accordance with this Agreement) or parties other than the Contractor for covered

New Hampshire Department of Health and Human Services
Non-Emergency Transportation Program for
Fee-for-Service (FFS) Medicaid Beneficiaries



EXHIBIT B

Services provided to beneficiaries in accordance with this Agreement.

- 6.1.3. Legal Compliance. Compliance, Licensure and Certifications. Transportation Providers and, as applicable, any drivers employed or contracted by Transportation 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.
- 6.1.4. Safety and Comfort Standards. Transportation 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:
 - 6.1.4.1. Requirements relating to the maintenance of vehicles and equipment.
 - 6.1.4.2. Passenger and wheelchair accessibility.
 - 6.1.4.3. Availability and functioning of seat belts.
- 6.1.5. Insurance. (Subparagraph 6.1.5.1. through 6.1.5.4. apply to Commercial Transportation Providers.) Throughout the term of the subcontract with the Contractor, and for so long as Transportation Provider is providing covered services in accordance with this Agreement, Transportation 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 Transportation Providers (or their respective employees and/or agents) in the performance of, or injuries sustained during the provision of, covered services to beneficiaries as contemplated in this Agreement.
 - 6.1.5.1. For Commercial Transportation Providers, 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 automobile liability to include bodily injury and property damage to one person for any one accident, and \$750,000, for bodily injury and property damage to two or more persons for any one accident, including coverage for all owned, hired, or non-owned vehicles, as applicable.

New Hampshire Department of Health and Human Services
Non-Emergency Transportation Program for
Fee-for-Service (FFS) Medicaid Beneficiaries



EXHIBIT B

- 6.1.5.2. 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.
- 6.1.5.3. Transportation Providers shall forward copies of certificates of insurance to the Contractor prior to the 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.
- 6.1.5.4. Transportation 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.
- 6.1.6. Performance Commitments.
 - 6.1.6.1. Driver No-Show Limits. Driver No-Shows are defined as instances where a beneficiary has requested transportation within the advance notice requirement but where the transportation request is not fulfilled by the Contractor through no fault of the beneficiary. The Contractor shall have a zero tolerance policy for driver no-shows. Upon a report of driver no-show, the Contractor shall:
 - 6.1.6.1.1. Arrange for alternative transportation;
 - 6.1.6.1.2. Keep the beneficiary apprised of the status on the alternative accommodations;
 - 6.1.6.1.3. If needed, assist in re-scheduling of the appointment that is missed by the beneficiary;
 - 6.1.6.1.4. Immediately attempt to contact the beneficiary and determine their ability to reschedule the service/appointment to a later date/time.
 - 6.1.6.1.5. Complete an investigation into the root cause of the driver no-show, with findings

New Hampshire Department of Health and Human Services
Non-Emergency Transportation Program for
Fee-for-Service (FFS) Medicaid Beneficiaries



EXHIBIT B

reported to the Department within ten (10) business days; and

6.1.6.1.6. Develop a plan to ensure sustainable performance of transportation for affected beneficiaries.

6.1.6.2. On Time Arrival. Transportation Providers must ensure drivers arrive on time for all scheduled trips. On time is defined as no later than 15 minutes prior to the scheduled pickup time.

6.1.6.3. Beneficiary No-Show. The Transportation Provider shall wait a minimum of fifteen (15) minutes past the pickup or appointment time before reporting a no-show. The Transportation Provider shall contact the medical provider and beneficiary to confirm the no-show and determine if a pickup is still needed prior to leaving. The Contractor shall notify the Department of no-shows.

6.1.6.4. Return Pickup. One Call shall be notified by the beneficiary if there is a delay in pickup times. The Transportation Provider shall wait until the beneficiary completes the scheduled appointment, if it's within the 15-minute pick-up window. If the delay is outside the 15-minute pick-up window, One Call will schedule an alternate provider for the return pickup

6.1.7. Corrective Action Plans (CAP).

6.1.7.1. If there are greater than three (3) Transportation Provider no-shows or non-on time arrivals within a rolling thirty (30) calendar day time period the Contractor shall immediately take steps to resolve identified risks with Transportation Provider, including but not limited to, investigation of the circumstances surrounding the no-show or non-on time arrival.

6.1.7.2. The Contractor shall ensure a Corrective Action Plan is submitted by the Transportation Provider in instances of more than three (3) driver no-shows or non-on time arrivals within thirty (30) calendar days.

6.1.7.3. The Contractor shall provide a copy of the CAP to the Department, followed by a summary report when the CAP is completed.

6.1.8. Transportation Provider No-Show Responsibility. The Contractor shall facilitate the subsequent rescheduling of transportation

**New Hampshire Department of Health and Human Services
Non-Emergency Transportation Program for
Fee-for-Service (FFS) Medicaid Beneficiaries**



EXHIBIT B

- following a Transportation Provider no-show; Transportation Provider cancellation less than twenty-four (24) hours in advance; or the Contractor's failure to identify a Transportation Provider for a trip. The Contractor shall be responsible for any fees or costs incurred by the Department or beneficiary as a result of the no-show or late cancellation. Any such fees shall be deducted from the Contractor's compensation, cancellation fees incurred from a provider, and potential cost of alternative transportation.
- 6.1.9. Outbound Calls and Member Confirmation. The Contractor shall confirm transportation with the beneficiary upon a beneficiary's request. The Contractor shall call or text, as appropriate, the beneficiary at least twenty-four (24) hours, or within a time period, as specified by the parties, 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.
- 6.1.10. Trip Assignment. The Contractor shall ensure that trips requested within the required advance notice period, as mutually defined by the parties, are assigned to an available Transportation Provider. If no Transportation Provider is available, the Contractor shall notify the beneficiary at least twenty-four (24) hours before the scheduled trip time.
- 6.1.11. Transportation Provider Monitoring. The Contractor shall submit to the Department for approval a plan for a Transportation Performance report card including standards and quantitative metrics. The Contractor shall ensure:
- 6.1.11.1. Transportation Providers receiving a score of less than ninety-five percent (95%) for successive monitoring periods submit a Corrective Action Plans (CAP) to the Contractor.
- 6.1.11.2. The terms of the CAP are available to the Department.
- 6.2. The Contractor shall require Transportation Providers to ensure compliance with vehicle and safety standards as outlined below, all inspections must take place in-person, as available:
- 6.2.1. Condition of Vehicle and Safety Equipment. Vehicles used in the provision of covered services are properly maintained for the beneficiary's safety and comfort. Maintenance includes, but is not limited to, ensuring:
- 6.2.1.1. Interior of each vehicle is clean and well-maintained.

**New Hampshire Department of Health and Human Services
Non-Emergency Transportation Program for
Fee-for-Service (FFS) Medicaid Beneficiaries**



EXHIBIT B

- 6.2.1.2. Availability of an appropriate and adequate seating for secure and safe transport of each beneficiary and any accompanying individuals.
- 6.2.1.3. Strict adherence to prohibition of smoking in all vehicles. All vehicles shall have "no smoking" signs posted in vehicle interiors in a manner that is easily visible to passengers.
- 6.2.1.4. Appropriate safety equipment is present and fully operational in the vehicle, including but not limited to the following:
 - 6.2.1.4.1. First Aid kit.
 - 6.2.1.4.2. Roadside reflective or warning devices.
 - 6.2.1.4.3. Flashlight.
 - 6.2.1.4.4. One (1) fully charged dry carbon dioxide fire extinguisher, in 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 in the vehicle in a clearly marked compartment and be readily accessible.
 - 6.2.1.4.5. Chains or other traction devices, as appropriate.
 - 6.2.1.4.6. Disposable gloves.
 - 6.2.1.4.7. Accident Report Forms.
- 6.2.1.5. Good operating condition, that includes, but is not limited to ensuring the following items are in functioning condition:
 - 6.2.1.5.1. Brakes.
 - 6.2.1.5.2. Tires.
 - 6.2.1.5.3. Side and rearview mirrors.
 - 6.2.1.5.4. Horn.
 - 6.2.1.5.5. Functioning speedometer and odometer.
 - 6.2.1.5.6. Functioning two-way communication system to link all vehicles to the Transportation Provider's place of business.

New Hampshire Department of Health and Human Services
Non-Emergency Transportation Program for
Fee-for-Service (FFS) Medicaid Beneficiaries



EXHIBIT B

- 6.2.1.5.7. Working turn signals, headlights, taillights, and windshield wipers.
- 6.2.1.5.8. Adequate and functioning heating and air conditioning systems.
- 6.2.1.5.9. Seatbelts 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).
- 6.2.1.6. Vehicles are maintained in accordance with:
 - 6.2.1.6.1. The manufacturer's safety and mechanical operating and preventive maintenance standards inclusive of tire inflation and tread groove pattern; and
 - 6.2.1.6.2. State and Federal laws, as applicable.
- 6.2.1.7. Providing written documentation of preventive maintenance; regular maintenance; inspections; lubrication and repairs performed for each vehicle under their control. Transportation Providers shall maintain documentation for a minimum of seven (7) years ensuring records include, but are not limited to, the following information:
 - 6.2.1.7.1. Identification of the vehicle, which may include make, model and license number or other means of positive identification, and proof of ownership.
 - 6.2.1.7.2. Date, mileage, type of inspection, maintenance, lubrication or repair performed.
 - 6.2.1.7.3. If not owned by the Transportation Provider, the name of the person or lessor furnishing the vehicle.
 - 6.2.1.7.4. The name and address of any entity or individual performing an inspection, maintenance, lubrication or repair.
- 6.2.1.8. Information Displayed. All vehicles of Commercial Transportation Providers shall have:

New Hampshire Department of Health and Human Services
Non-Emergency Transportation Program for
Fee-for-Service (FFS) Medicaid Beneficiaries



EXHIBIT B

- 6.2.1.8.1. The Transportation Provider's name, vehicle number (if applicable), and the Contractor's Department-specific phone number prominently displayed within the interior of each vehicle.
- 6.2.1.8.2. Instructions for normal and emergency operation of any lift or ramp must be carried or displayed in every vehicle equipped with these items.
- 6.2.1.9. ADA. Vehicles of Commercial Transportation Providers must comply with the American's with Disabilities Act (ADA) regulations. Any vehicles used for the purpose of transporting individuals with disabilities must meet the requirements set forth in 49 CFR Part 38, hereby incorporated by reference, and the following:
 - 6.2.1.9.1. Installation of a wheelchair lift or ramp must not cause the manufacturer's GVWR, gross axle weight rating or tire rating to be exceeded.
 - 6.2.1.9.2. 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 must be padded with energy absorbing material to mitigate injury in normal use and in case of a collision. This requirement also applies to parts of the vehicle associated with the operation of the lift or ramp.
 - 6.2.1.9.3. 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 must have an override control at the driver's position that can be activated to prevent the lift from being

New Hampshire Department of Health and Human Services
Non-Emergency Transportation Program for
Fee-for-Service (FFS) Medicaid Beneficiaries



EXHIBIT B

operated by the other controls (except for emergency manual operation upon power failure).

6.2.1.9.4. 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.

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

6.2.1.9.5.1. The manufacturer's name and address.

6.2.1.9.5.2. The month and year of manufacture.

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

6.2.1.10. Vehicle State Inspection Requirement.

6.2.1.10.1. Transportation Provider shall ensure all vehicles are inspected and meet state inspection standards. Transportation 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 beneficiaries shall be state inspected and registered in accordance with state law prior to the

**New Hampshire Department of Health and Human Services
Non-Emergency Transportation Program for
Fee-for-Service (FFS) Medicaid Beneficiaries**



EXHIBIT B

provision of services. Records and documentation of annual state inspections, as well as documentation of any required corrective actions, shall be retained for compliance review, a minimum of seven (7) years by the Transportation Provider.

6.2.1.10.2. Transportation Provider shall obtain and provide to the Contractor relevant documentation that the vehicle meets the standards prescribed by law and is safe for transportation services. Documentation of the state inspection shall include:

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

6.2.1.10.2.2. The date of inspection.

6.2.1.10.2.3. Identification of the vehicle inspected.

6.2.1.10.2.4. 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 Transportation Provider's vehicle to meet the requirements of the state inspection.).

6.2.1.10.2.5. Identification of deficient or defective items and notice of the actions taken to correct the deficiencies.

6.2.1.10.3. For taxis and all other commercial vehicles, Transportation Provider shall ensure all vehicles are maintained and operated in accordance with town or city municipal ordinances or codes in addition to all

New Hampshire Department of Health and Human Services
Non-Emergency Transportation Program for
Fee-for-Service (FFS) Medicaid Beneficiaries



EXHIBIT B

applicable state or federal law requirements.

6.2.1.10.4. The Contractor shall provide their comprehensive standard operation procedures and a plan during a State of Emergency.

6.2.1.11. Transportation provider Pre-Service Inspections.

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

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

6.2.1.11.2.1. Service and Parking Brakes.

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

6.2.1.11.2.3. Steering.

6.2.1.11.2.4. Horn.

6.2.1.11.2.5. Lighting, including but not

Contractor Initials AB

New Hampshire Department of Health and Human Services
Non-Emergency Transportation Program for
Fee-for-Service (FFS) Medicaid Beneficiaries



EXHIBIT B

limited to directional, and hazards.

6.2.1.11.2.6. Windshield wipers.

6.2.1.11.2.7. Mirrors.

6.2.1.11.2.8. Passenger doors and seats.

6.2.1.11.2.9. Exhaust systems.

6.2.1.11.2.10. Equipment for transporting wheelchairs, which may include but are not limited to wheelchair lifts or belts to secure the wheel in the vehicle.

6.2.1.11.2.11. Safety and emergency equipment, including but not limited to flares and first aid kits.

6.2.1.11.3. The results of safety inspections shall be randomly audited by the Contractor during site visits.

6.2.1.11.4. Records of Transportation Providers' daily pre-operational inspections shall be maintained for compliance review for a period no less than seven (7) years.

6.3. Driver Standards.

New Hampshire Department of Health and Human Services
Non-Emergency Transportation Program for
Fee-for-Service (FFS) Medicaid Beneficiaries



EXHIBIT B

6.3.1. Driver Responsibility and Training.

6.3.1.1. The Contractor shall provide trainings to all drivers via live webinar or recorded sessions, which include:

6.3.1.2. Assessment with a minimum passing score of 80%:

6.3.1.2.1.1. Cultural and linguistic sensitivity;

6.3.1.2.1.2. Defensive driving;

6.3.1.2.1.3. Driver code of conduct;

6.3.1.2.1.4. Situational behavioral training;

6.3.1.2.1.5. HIPAA compliance; and

6.3.1.2.1.6. Fraud, waste and abuse (FWA)

6.3.1.3. The Contractor shall assess drivers to ensure all drivers providing direct services attain a minimum passing score of 80%.

6.3.1.4. The Contractor shall obtain proof of the following certifications for each driver:

6.3.1.4.1. Passenger service and safety (PASS);
and

6.3.1.4.2. First Aid/CPR.

6.3.1.5. The Contractor shall continuously provide the following training materials to the Transportation Providers:

6.3.1.5.1. Provider education materials which include, but are not limited to:

6.3.1.5.1.1. Provider Welcome to One Call
(Overview of One Call & Intro to
the Provider Manual).

6.3.1.5.1.2. One Call Products, Services, &
Provider Support.

6.3.1.5.1.3. Regulatory Compliance.

6.3.1.5.1.4. Provider Credentialing.

6.3.1.5.1.5. Provider Invoicing, Payment
Information, & Protocols.

6.3.1.5.1.6. Provider Payment Notifications
& Automated Clearinghouse
(ACH).

6.3.1.5.1.7. Contract Termination.

**New Hampshire Department of Health and Human Services
Non-Emergency Transportation Program for
Fee-for-Service (FFS) Medicaid Beneficiaries**



EXHIBIT B

- 6.3.1.5.1.8. Grievance & Provider Remediation Program.
- 6.3.1.5.1.9. Provider portals for applicable product lines.
- 6.3.1.5.1.10. Provider protocols.
- 6.3.1.5.1.11. Provider communication campaigns.
- 6.3.1.5.1.12. Provider job aids/reference guides.
- 6.3.1.5.1.13. New provider onboarding webinars.
- 6.3.1.5.1.14. Provider manual review webinars.
- 6.3.1.5.1.15. Provider educational webinars.
- 6.3.1.5.1.17. Service Protocols, Standards, & Guidelines
- 6.3.1.5.1.18. Sample Forms.
- 6.3.1.5.2. Quarterly provider newsletters.
- 6.3.1.5.3. Provider job aids/reference guides.
- 6.3.1.5.4. Provider satisfaction surveys.
- 6.3.1.6. The Contractor shall require the completion of detailed training and testing in the following areas:
 - 6.3.1.6.1. Briefing about the transportation program, reporting forms, vehicle operation and pre-service inspection requirements, and the geographic area in which drivers will be providing service;
 - 6.3.1.6.2. Transportation Provider Invoicing Policy and Procedures;
 - 6.3.1.6.3. Road testing with the type of vehicle the driver will be operating;
 - 6.3.1.6.4. Safety policies and responsibilities;
 - 6.3.1.6.5. Operational vehicle and equipment inspections;
 - 6.3.1.6.6. Basic operations, maneuvering and

New Hampshire Department of Health and Human Services
Non-Emergency Transportation Program for
Fee-for-Service (FFS) Medicaid Beneficiaries



EXHIBIT B

-
- defensive driving techniques including vehicle operation in adverse driving conditions;
- 6.3.1.6.7. Boarding, alighting, assisting and securing passengers;
- 6.3.1.6.8. Operation of wheelchair lift and other special equipment; and
- 6.3.1.6.9. Handling emergencies, security threats, and threat awareness, including communication of unsafe situations.
- 6.3.1.7. The Contractor shall monitor and track all training .
- 6.3.1.8. The Contractor shall require the Transportation Providers take all trainings during the initial credentialing process and annually henceforth during the re-credentialing process.
- 6.3.1.9. The Contractor shall perform periodic audits on random trips to ensure all transportation providers are properly trained.
- 6.3.2. Driver Selection, Reporting and Record Maintenance.
- 6.3.2.1. Transportation Providers shall ensure driver selection, includes at a minimum the following requirements:
- 6.3.2.1.1. Driver's appropriate and valid State driver's license, including a valid state chauffeur or taxi license/designation, if applicable.
- 6.3.2.1.2. Review of driver applicant's criminal history and Division of Motor Vehicle records, including review of both personal and commercial or business driving records for the past five (5) years, which shall show that the driver applicant has not had more than two (2) moving violations or two (2) accidents within the last twelve (12) months.
- 6.3.2.1.3. Drivers shall not have been convicted of any felony or misdemeanor crimes related to drugs, alcohol, healthcare fraud, patient abuse, child abuse, elder abuse, domestic violence, or sexual misconduct. A driver shall not be on any state or federal Sex Offender Registry.

New Hampshire Department of Health and Human Services
Non-Emergency Transportation Program for
Fee-for-Service (FFS) Medicaid Beneficiaries



EXHIBIT B

- 6.3.2.1.4. Within the last ten (10) years, drivers shall not have been convicted of any felony crime or misdemeanor crimes for theft, embezzlement, breach of fiduciary responsibility, other financial misconduct, domestic violence, assault, drugs, or weapons.
- 6.3.2.1.5. Transportation provider W-9 and Internal Revenue Service (IRS) verification.
- 6.3.2.1.6. Clean motor vehicle record in accordance with Contractor guidelines.
- 6.3.2.1.7. Current vehicle registration and vehicle identification number (VIN), VIN to be photographed and matched to documentation.
- 6.3.2.1.8. E-Verify legal work authority.
- 6.3.2.1.9. Training certifications, which include, but are not limited to: CPR; first aid; PASS Basic Certification; and PASS Wheelchair Certification,
- 6.3.2.1.10. The above criteria must be examined prior to network participation and; at a minimum, annually thereafter.
- 6.3.2.2. The Contractor shall establish a drug screening policy, for all Transportation Providers and drivers with which all parties shall comply in accordance with state and federal regulations related to drug screening for drivers.
- 6.3.2.3. Driver Code of Conduct.
 - 6.3.2.4. Transportation Providers shall ensure all drivers comply with a Driver Code of Conduct which includes, but is not limited to:
 - 6.3.2.4.1. Drivers shall maintain a valid driver's license and shall comply with state and federal regulations for vehicle transport on roadways.
 - 6.3.2.4.2. No driver shall use alcohol, narcotics, illegal drugs or any drugs that impair the ability to perform all required tasks while on duty.
 - 6.3.2.4.3. No driver shall operate a vehicle when impaired as described above or if impaired

New Hampshire Department of Health and Human Services
Non-Emergency Transportation Program for
Fee-for-Service (FFS) Medicaid Beneficiaries



EXHIBIT B

- by illness or fatigue while on duty.
- 6.3.2.4.4. Drivers shall not allow passengers to sit in the front seat of the vehicle, unless medically necessary.
- 6.3.2.4.5. Drivers shall not assist wheelchair passengers, unless it is determined by the beneficiary or guardian and driver that assistance can be provided safely. If either the driver or beneficiary/guardian do not feel an assist can be provided safely, the driver shall not assist.
- 6.3.2.4.6. Drivers shall ensure the safe transport of children in accordance with state law, including the proper installation and use of a car seat, provided by the beneficiary, based on the age and height of the child.
- 6.3.2.5. The Contractor shall ensure beneficiaries under the age of 13 do not travel alone without an adult who is 18 years of age or older. For children between the ages of 13 and 15 years old, written permission from the beneficiary's parent or guardian is required for that child to travel alone when utilizing contracted services. Children ages 16 and older may travel alone when using contracted services.
- 6.3.2.5.1. Drivers shall not make sexually implicit or explicit comments, or solicit sexual favors, or engage in sexual activity with a beneficiary or other passengers. Drivers shall not respond to or encourage such behavior from a beneficiary or other passenger.
- 6.3.2.5.2. Drivers shall not make derogatory or demeaning statements based on a beneficiary's race, ethnicity, age, national origin, gender, color, disability, familial status, religious creed, gender identity, sexual orientation or health condition.
- 6.3.2.5.3. Drivers shall not solicit, accept or provide controlled substances, alcohol, or medications from/to beneficiaries or other passengers.
- 6.3.2.5.4. Drivers shall not attempt to influence or restrain beneficiaries, AB their

Contractor Initials AB

RFP-2020-DMS-10-TRANS-01

**New Hampshire Department of Health and Human Services
Non-Emergency Transportation Program for
Fee-for-Service (FFS) Medicaid Beneficiaries**



EXHIBIT B

families/guardians, or medical providers from making complaints or reporting regarding transportation, which includes refusal to give driver identification and/or contact information.

6.3.2.5.5. Drivers shall not attempt to influence beneficiaries, their families/guardians, or medical providers to obtain additional business.

6.3.2.6. Drivers shall not:

6.3.2.6.1. Operate a vehicle with inoperable doors or with the doors in the open position.

6.3.2.6.2. Leave the vehicle unattended when unsafe to do so with passenger(s) on board at any time.

6.3.2.6.3. Leave the vehicle unattended for more than five (5) minutes when passengers are on board.

6.3.2.6.4. Wear strong fragrances, eat, smoke, or text in the vehicle.

6.3.2.6.5. Consume fluids unless medically necessary for sustenance during transport.

6.3.2.6.6. Permit use of the vehicle in a manner not permitted by the construction or design of the vehicle.

6.3.2.6.7. Operate any vehicle with recapped, regrooved or retreaded tires on the steering axle.

6.3.2.6.8. Operate unclean vehicles or vehicles containing strong odors.

6.3.2.7. The Transportation Provider shall not:

6.3.2.7.1. Permit or require a driver to drive more than twelve (12) hours in any one twenty-four (24) hour period. A driver shall not drive until the driver fulfills the requirement of eight (8) consecutive hours off duty.

6.3.2.7.2. Refuel vehicles in a closed building.

6.3.2.8. The Contractor shall establish procedures for drivers to deal with situations in which emergency care is needed

New Hampshire Department of Health and Human Services
Non-Emergency Transportation Program for
Fee-for-Service (FFS) Medicaid Beneficiaries



EXHIBIT B

for beneficiaries who they have been assigned to transport.

6.3.2.9. Driver Service Obligations. Transportation Providers shall ensure that all drivers satisfy the following requirements:

6.3.2.9.1. All drivers shall wear or have visible, easily readable proper identification.

6.3.2.9.2. All drivers shall offer boarding assistance if necessary or requested to the seating portion of the vehicle, which includes, but is not limited to:

6.3.2.9.2.1. Opening and closing the vehicle doors.

6.3.2.9.2.2. Fastening the seat belt when medically necessary.

6.3.2.9.2.3. Storing mobility assistive devices.

6.3.2.9.3. Drivers shall not refuel when passengers are in the vehicle.

6.3.2.9.4. Drivers shall only pick up and deliver beneficiaries to locations assigned by the Contractor.

6.3.2.9.5. Drivers shall speak English.

6.3.2.9.6. Drivers shall be courteous at all times with their passengers.

6.3.2.9.7. Beneficiary property that can be carried by the passenger and/or driver shall 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:

6.3.2.9.7.1. Wheelchairs.

6.3.2.9.7.2. Child seats.

6.3.2.9.7.3. Stretchers.

6.3.2.9.7.4. Secured oxygen.

6.3.2.9.7.5. Personal assistive devices.

Contractor Initials AB

**New Hampshire Department of Health and Human Services
Non-Emergency Transportation Program for
Fee-for-Service (FFS) Medicaid Beneficiaries**



EXHIBIT B

- 6.3.2.9.7.6. Intravenous devices.
- 6.3.2.9.8. Drivers shall identify themselves by name and company upon arrival to all passengers except in situations where the driver transports a beneficiary on a recurring basis.
- 6.3.2.9.9. In the door-to-door transit service category, the driver shall open and close doors to buildings, except in situations in which assistance in opening and/or closing building doors is not safe for passengers remaining in the vehicle.
- 6.3.2.10. Representation and Warranties. The Transportation Provider shall represent and warrant that any information furnished to the Contractor in connection with the background check of the drivers is true and correct and the Transportation Provider is not now and never has been excluded from the participation in any state of federal health care program.
- 6.4. The Contractor shall obtain confirmation from the Transportation Provider on the business day prior to each trip with an additional confirmation after each trip to ensure the trip was completed as scheduled.
- 6.5. The Contractor shall provide monthly and upon request by the Department, the digital record of each trip, which includes, but is not limited to:
 - 6.5.1. Assigned trips.
 - 6.5.2. Completed trips.
 - 6.5.3. Beneficiary no-shows.
 - 6.5.4. Driver no-shows.
 - 6.5.5. Unfulfilled trips.
 - 6.5.6. Cancelled trips.
 - 6.5.7. Costs for trips.
- 6.6. The Contractor shall implement an online system for Transportation Providers to submit their claims.
- 6.7. The Contractor shall ensure that Transportation Providers track and maintain records of preventative and routine vehicle service for a minimum period of seven (7) years, including daily inspection reports.

7. Information Technology Security Requirements

RFP-2020-DMS-10-TRANS-01

One Call Government Solutions, LLC
d/b/a One Call

Page 31 of 37

Contractor Initials AB
Date 7/2/2020

**New Hampshire Department of Health and Human Services
Non-Emergency Transportation Program for
Fee-for-Service (FFS) Medicaid Beneficiaries**



EXHIBIT B

- 7.1. The Contractor shall submit claims for transportation services provided to eligible beneficiaries to the NH Medicaid Management Information System (MMIS) in the Accredited Standards Committee (ASC) X12 837P claim format in order for tracking of encounter data.
- 7.2. The Contractor shall receive capitation payment information from the MMIS using the ASC X12N 820 Professional for a monthly capitation payment.
- 7.3. The Contractor shall inquire against MMIS to verify that beneficiaries are eligible on the date of service to receive the service. The Contractor shall submit electronic inquiries:
 - 7.3.1. Online using the MMIS portal; or
 - 7.3.2. By submitting an ASC X12N 270 compliant Eligibility Inquiry transaction; or
 - 7.3.3. Inquiries can be made through the MMIS automated voice response system.
- 7.4. The Contractor shall receive the ASC X12 834 Benefit Enrollment and Maintenance transaction from the MMIS.

8. Readiness Testing

- 8.1. The Contractor shall have a comprehensive network in place that is able to provide adequate service coverage to meet the needs of eligible beneficiaries, statewide. The Contractor shall:
 - 8.1.1. Reach out to current in-network transportation providers.
 - 8.1.1.1. Hold regularly scheduled transportation provider town halls or other group meetings with in-network and prospective providers either in-person or via an internet platform.
 - 8.1.2. Identify and recruit additional providers to ensure network adequacy. The Contractor shall continue coordination of care needs for beneficiaries and recruit Transportation Providers via nominations from:
 - 8.1.2.1. Payer customers.
 - 8.1.2.2. Prescribing physicians.
 - 8.1.2.3. Other providers.
- 8.2. The Contractor shall conduct a network development process through readiness testing that includes, but is not limited to:
 - 8.2.1. Days 0-30
 - 8.2.1.1. Review the service area geography and identify barriers, if any.

**New Hampshire Department of Health and Human Services
Non-Emergency Transportation Program for
Fee-for-Service (FFS) Medicaid Beneficiaries**



EXHIBIT B

- 8.2.1.2. Develop a compliance matrix and modify documents to meet contract requirements.
- 8.2.1.3. Initiate outreach to providers.
- 8.2.1.4. Identify new potential providers currently rendering Medicaid transportation covered services.
- 8.2.1.5. Conduct town halls organized and scheduled in select cities, and/or through virtual meetings, which must include an introduction and overview of the program.
- 8.2.1.6. Contracting with Transportation Providers to ensure statewide coverage.
- 8.2.1.7. Conduct at least one (1) town hall as outlined in 8.1.1.1. above.
- 8.2.2. Days 30-60
 - 8.2.2.1. Collect executed contracts with Transportation Providers and continue in-depth provider outreach.
 - 8.2.2.2. Recruit additional providers to address any gaps identified during adequacy analysis, including rural coverage areas.
 - 8.2.2.3. Collect and review Transportation Provider credentialing documentation.
 - 8.2.2.4. Conduct site visits and/or vehicle inspections.
 - 8.2.2.5. Begin driver training and education
 - 8.2.2.6. Conduct at least one (1) town hall as outlined in 8.1.1.1. above.
- 8.2.3. Days 60-90
 - 8.2.3.1. Finalize all aspects of the program.
 - 8.2.3.2. Complete remaining vehicle inspections and Transportation Provider audits.
 - 8.2.3.3. Ensure all providers are fully credentialed and approved with rates and service areas configured.
 - 8.2.3.4. Complete remaining driver training and education.
 - 8.2.3.5. Organize town halls in selected cities and/or virtual meetings, for final review of the program with Transportation Providers ensuring opportunity for Transportation Provider Q & A.
 - 8.2.3.6. Set standing orders with in-network providers.

**New Hampshire Department of Health and Human Services
Non-Emergency Transportation Program for
Fee-for-Service (FFS) Medicaid Beneficiaries**



EXHIBIT B

8.2.3.7. Fine tune provider network adequacy, service areas, and capacity.

8.2.3.8. Conduct at least one (1) town hall as outlined in 8.1.1.1. above.

8.2.4. Post Go Live

8.2.4.1. Review turn-backs and escalated trips.

8.2.4.2. Adjust Transportation Provider capacity and service areas as necessary.

8.2.4.3. Conduct continuous monitoring of program.

8.2.4.4. Conduct town hall or all-provider meetings at least quarterly.

9. Exhibits Incorporated

9.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

9.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

9.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

10. Reporting Requirements

10.1. The Contractor shall provide monthly reports to Department that specifies the number of warm transfers made and the program to which the beneficiary was transferred.

10.2. The initial report must be submitted no later than thirty (30) from the contract effective date and subsequent reports will be due every thirty (30) days thereafter.

10.3. The Contractor shall provide additional reports, as determined by the Department.

10.4. The Contractor shall provide reports that include, but are not limited to:

10.4.1. Call Center Statistics.

10.4.2. Trip Statistics.

10.4.3. Utilization of Service.

10.4.4. Provider Network.

10.4.5. Accident/Incident Report.

**New Hampshire Department of Health and Human Services
Non-Emergency Transportation Program for
Fee-for-Service (FFS) Medicaid Beneficiaries**



EXHIBIT B

10.5. The Contractor shall maintain and provide to the Department upon request, and on a quarterly basis, a list of their Transportation Providers including vehicle types and number of each type of vehicle.

10.6. The Department expressly reserves the right to reject, suspend, or terminate the participation of any transportation provider or one of their drivers.

11. Performance Measures

11.1. The Contractor must adhere to the requirements and minimum performance measures identified in Exhibit B-1 Liquidated Damages.

11.2. The Department will monitor performance of the Contractor by reviewing data relative to Contractor performance report cards ensuring that the data reflects a minimum score of no less than 90% satisfaction rate from consumers.

11.3. The Department seeks to actively and regularly collaborate with providers to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

11.4. The Department may collect other key data and metrics from the Contractor including client-level demographic, performance, and service data.

11.5. The Department may identify expectations for active and regular collaboration, including key performance objectives, in the resulting contract. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

12. Additional Terms

12.1. Impacts Resulting from Court Orders or Legislative Changes

12.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

12.2. Culturally and Linguistically Appropriate Services (CLAS)

12.2.1. The Contractor shall submit and comply with a detailed description of the language assistance services they will provide to persons with limited English proficiency and/or hearing impairment to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

12.3. Credits and Copyright Ownership

12.3.1. 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, "The

**New Hampshire Department of Health and Human Services
Non-Emergency Transportation Program for
Fee-for-Service (FFS) Medicaid Beneficiaries**



EXHIBIT B

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."

- 12.3.2. All materials produced or purchased under the contract going to members shall have prior approval from the Department before printing, production, distribution or use.
- 12.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 12.3.3.1. Brochures.
 - 12.3.3.2. Resource directories.
 - 12.3.3.3. Protocols or guidelines.
 - 12.3.3.4. Posters.
 - 12.3.3.5. Reports.
- 12.3.4. The Contractor shall not reproduce any materials produced under the contract for member materials without prior written approval from the Department.

12.4. Eligibility Determinations

- 12.4.1. 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.
- 12.4.2. 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.
- 12.4.3. 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.
- 12.4.4. 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

**New Hampshire Department of Health and Human Services
Non-Emergency Transportation Program for
Fee-for-Service (FFS) Medicaid Beneficiaries**



EXHIBIT B

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.

13. Records

13.1. The Contractor shall keep records that include, but are not limited to:

13.1.1. Books, records, documents and other electronic or physical 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.

13.1.2. All records must 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.

13.2. 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. 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.

New Hampshire Department of Health and Human Services
Non-Emergency Transportation Program for Fee-for-Service (FFS) Medicaid Beneficiaries



Exhibit B-1 Liquidated Damages

The Department shall regularly review the Contractors performance, through means including but not limited to, reports, to determine that the Contractor is meeting performance standards.

The Department and the Contractor agree that it shall be extremely impracticable and difficult to determine actual damages that the Department will sustain in the event the Contractor fails to maintain the required performance standards within the Agreement.

The parties agree that liquidated damages as specified in Exhibit B-1, Liquidated Damages are reasonable. Assessment of liquidated damages shall be in addition to, not in lieu of, such other remedies that may be available to the Department. Liquidated damages will be assessed based on the categorization of the violation or non-compliance as set forth in Exhibit B-1, Liquidated Damages.

RFP-2020-DMS-10-TRANS-01

One Call Government Solutions, LLC d/b/a One
Call
Page 1 of 4

Contractor Initials: AB

Date: 7/2/2020

New Hampshire Department of Health and Human Services
Non-Emergency Transportation Program for Fee-for-Service (FFS) Medicaid Beneficiaries



Exhibit B-1 Liquidated Damages

Reporting Reference ID	Standard	Liquidated Damages
Exhibit B, Section 10 Reporting Requirements <i>Timely and Accurate Delivery of Regulatory Reports</i>	The Contractor shall deliver accurate and timely regulatory and management reports, and data submissions to the Department according to the timeframes set forth in the Contract.	\$25.00 for each late report.
Exhibit B, Section 3, Subsections 3.6 through 3.10 <i>Operation of Call Center</i>	The Contractor shall meet all Call Center and call response performance standards. <ul style="list-style-type: none"> • Calls must be answered within 90 seconds. • Urgent, after hours calls must be returned within one (1) hour of receipt of call and transportation scheduled within two (2) hours of receipt of call. • After-hour non-urgent calls returned during next business day. 	\$25.00 per occurrence not satisfied within timeframes.
Exhibit B Section 4, Subsection 4.1 <i>Surveys</i>	The Contractor shall maintain 90% or greater beneficiary satisfaction rate at the conclusion of each survey.	\$500.00 per occasion standard not met.
Exhibit B, Section 4, Subsection 4.3 and 4.4 <i>Grievance</i>	Failure to comply with the Contractor's approved grievance process.	\$50.00 per grievance not handled pursuant to the Contractor's grievance process.

RFP-2020-DMS-10-TRANS-01

One Call Government Solutions, LLC d/b/a One
Call
Page 2 of 4

Contractor Initials: ABDate: 7/2/2020

New Hampshire Department of Health and Human Services
Non-Emergency Transportation Program for Fee-for-Service (FFS) Medicaid Beneficiaries



Exhibit B-1 Liquidated Damages

Exhibit B, Section 5 <i>Incident/ Accident/ Significant Event Reporting</i>	<p>The Contractor shall report 100% of incidents and significant events within the prescribed timeframes.</p> <ul style="list-style-type: none"> • Within twelve (12) hours of the Contractor being notified, or becoming aware, of events involving a beneficiary who is the alleged victim or perpetrator of a suspected criminal offense. • Accident/Incident with injury: notification within twelve (12) hours. • Accident/Incident without injury: notification within twenty-four (24) hours • Within one (1) working day of any incident that was referred to the Medicaid Fraud Control Unit by the Contractor or Transportation Provider. 	<p>\$1,000.00 per incident not reported within prescribed timeframe.</p>
Exhibit B, Section 5 and Section 6 <i>Failure to Act and/or Patterns of Concern</i>	<p>The Contractor shall take remedial action against Transportation Provider or driver in response to driver misconduct that constitutes an alleged criminal offense or a deviation of policy that is likely to have put a beneficiary at risk.</p> <p>The Contractor shall address repeated driver misconduct related to a reportable incident or accident or repeated violation of policy.</p>	<p>\$2,500.00 per occurrence of failure to act.</p>
Exhibit B, Section 6, Subsection 6.1, Paragraph 6.1.6, Subparagraph 6.1.6.1 and 6.1.6.2 <i>Provider Timeliness</i>	<p>100% of trips requested within the agreed upon advance notice requirement shall be assigned to a transportation provider and Completed, excluding member cancellations cancellations. 6.1.6.1)</p> <p>90% of member scheduled rides for all services are delivered within 15 of the scheduled pick-up time. The Department will not apply this sanction if the occurrence at issue is attributed to unanticipated weather conditions, a natural disaster, or other forces beyond the Contractors control (6.1.6.2).</p>	<p>\$10.00 per occurrence where trip is not filled.</p> <p>\$10.00 per occurrence where member is not picked up within the prescribed timeframes.</p>

RFP-2020-DMS-10-TRANS-01

Contractor Initials: AB

Date: 7/2/2020

New Hampshire Department of Health and Human Services
Non-Emergency Transportation Program for Fee-for-Service (FFS) Medicaid Beneficiaries



Exhibit B-1 Liquidated Damages

Exhibit B, Section 6, Subsection 6.3 <i>Driver Code of Conduct & Driver Requirements</i>	The Contractor will ensure Transportation Providers and drivers comply with the Driver Code of Conduct, pre-network participation screening, annual re-screening, driver requirements, and all education requirements (6.3; 6.3.2.3; 6.3.2.5).	Up to \$1,000.00 per occurrence where a requirement is not met.
Exhibit B, Section 6, <i>Record Maintenance and Fraud Prevention</i>	The Contractor must maintain vehicle and driver records as required by contract.	\$500.00 per missing record.

RFP-2020-DMS-10-TRANS-01

One Call Government Solutions, LLC d/b/a One
Call
Page 4 of 4

Contractor Initials: AB

Date: 7/2/2020



New Hampshire Department of Health and Human Services
Non-Emergency Transportation Program for Fee-for-Service (FFS) Medicaid Beneficiaries

Exhibit B-2 Information Technology Requirements

1. Information Technology Security Requirements

- 1.1. The Contractor will sign and comply with any and all system access policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any DHHS system. This will be completed prior to system access being authorized, and on a regular basis as requested by DHHS.
- 1.2. The Contractor will maintain proper security and privacy controls on its systems according to applicable federal, state, and local regulations and aligned with industry standards and best practices including but not limited to CMS Federal regulations, HIPAA/HITECH, RSA 359c. Ensure the safe and secure management of vulnerabilities through recurring practice of identifying, classifying, remediating, and mitigating threats.
- 1.3. Develop, maintain, and follow procedures to ensure that data is protected throughout its entire information lifecycle (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
- 1.4. The Contractor will provide to DHHS on an annual basis a written attestation of HIPAA compliance, which will demonstrate proper operational security and privacy controls, policies, and procedures are in place and maintained within their organization and any applicable sub-contractors.
- 1.5. The contractor will provide a documented process for securely disposing of data, data storage hardware, and or media; and will obtain written certification for any State data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing DHHS data is rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing).
- 1.6. When using third party service providers to create, collect, access, transmit, or store State of NH data, additional documentation may be required by the Contractor.
- 1.7. DHHS may from time to time audit the security mechanisms the Contractor maintains to safeguard access to the State of NH information, systems and electronic communications. Audits may include examination of systems security, associated administrative practices, and requests for additional documentation in support of this contract.

RFP-2020-DMS-10-TRANS-01

Contractor Initials: AB

Date: 7/2/2020



New Hampshire Department of Health and Human Services
Non-Emergency Transportation Program for Fee-for-Service (FFS) Medicaid Beneficiaries

Exhibit B-2 Information Technology Requirements

2. Technology Requirements

- 2.1. Mapping Systems. Mapping/distance software used to calculate trip mileage for reimbursement and related purposes must be updated on a monthly basis to ensure accurate geographic code distribution.
- 2.2. Reporting Systems. Selected Contractor must 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.
- 2.3. Online Functionality. Contractor shall implement online system for submitting claims and Contractor mileage information.
- 2.4. Electronic Data Interchange (EDI) transaction processing and interfacing with the NH MMIS for member eligibility verification: Contractor shall verify member NHHPP eligibility for the date of service either by 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.
- 2.5. Electronic Data Interchange Member Enrollment Processing – Selected Contractor must 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.
- 2.6. Electronic Data Interchange Claims Processing – will receive capitation payment information from MMIS using the ASC X12N 820 Professional transaction or other supplemental payment reports.
- 2.7. Electronic Data Interchange Encounter Data– Contractor will submit encounter data at least weekly to the MMIS using the ASC X12 837 Professional transaction standard.

RFP-2020-DMS-10-TRANS-01

Contractor Initials: AB

Date: 7/2/2020

**New Hampshire Department of Health and Human Services
Non-Emergency Transportation Program for
Fee-for-Service (FFS) Medicaid Beneficiaries**



EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 54% Federal Funds from the US Department of Health and Human Services, Centers for Medicare and Medicaid Services, Medicaid Title XIX, Medical Assistance Program. Federal Funds are contingent upon meeting the requirements set forth in the Catalogue of Family and Domestic Assistance (CFDA) # 93.778.
 - 1.2. 22% General funds.
 - 1.3. 24% Other funds.
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.330.
 - 2.2. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
3. Payment for said services shall be made as follows:
 - 3.1. The Contractor shall be reimbursed a Per Member/Per Month (PMPM) Full Risk Capitation Rate for Medicaid Fee-For-Service (FFS) participants, as follows:
 - 3.1.1. The PMPM Full Risk Capitation Rate for each FFS participant is:

State Fiscal Year	Transportation Component	Administrative Component	PMPM Full Risk Capitation Rate
2021	\$8.42	\$5.57	\$13.99
2022	\$8.42	\$5.57	\$13.99
2023	\$8.42	\$5.57	\$13.99

- 3.1.2. The PMPM Full Risk Capitation Rate will be processed on the fifteenth (15th) day of the month in accordance with the PMPM Full Risk Capitation Rate for each FFS participant eligible for services during the previous month.
- 3.1.3. The Department shall make payment to the Contractor within thirty (30) days of the payment calculation.

**New Hampshire Department of Health and Human Services
Non-Emergency Transportation Program for
Fee-for-Service (FFS) Medicaid Beneficiaries**



EXHIBIT C

- 3.2. The Contractor shall refund the Department capitation payments made for deceased members upon the Department's request.
- 3.3. The Contractor shall submit transportation encounters through the NH Medicaid Management Information System (MMIS) in the Accredited Standards Committee (ASC) X12 837P claim format.
- 3.4. The Contractor shall receive capitation payment information from MMIS using the ASC X12N 820 Professional transaction or other supplemental payment reports.
4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DMSInvoices@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
5. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
6. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
8. Notwithstanding Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
9. Audits
 - 9.1. The Contractor is required to submit an annual audit to the Department if **any** of the following conditions exist:
 - 9.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

**New Hampshire Department of Health and Human Services
Non-Emergency Transportation Program for
Fee-for-Service (FFS) Medicaid Beneficiaries**



EXHIBIT C

- 9.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 9.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 9.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
 - 9.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
 - 9.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
 - 9.5. 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. Maintenance of Fiscal Integrity
- 10.1. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement (total organization and program-level), and Cash Flow Statement for the Contractor. Program-level Profit and Loss Statement shall include all revenue sources and all related expenditures for that program. The program-level Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Outside of the program-level Profit and Loss Statement and budget to actual analysis, all other statements shall be reflective of the entire Contractor organization and shall be submitted on the same day the reports are submitted to the Board, but no later than the fourth Wednesday of the month. Additionally, the contractor will provide interim profit and loss statements for every program area, reported as

New Hampshire Department of Health and Human Services
Non-Emergency Transportation Program for
Fee-for-Service (FFS) Medicaid Beneficiaries



EXHIBIT C

of the 20th of the month, by the last day of every month. The Contractor will be evaluated on the following:

10.1.1. Days of Cash on Hand

10.1.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.

10.1.1.2. Formula: Cash, cash equivalents and short-term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months. The vendor must produce one ratio which excludes common stock and may show one ratio which includes common stock. Any amount of cash from a line of credit (available but not outstanding) should be broken out separately.

10.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

10.1.2. Current Ratio:

10.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

10.1.2.2. Formula: Total current assets divided by total current liabilities.

10.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.0:1 with 15% variance allowed.

10.1.3. Debt Service Coverage Ratio:

10.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

**New Hampshire Department of Health and Human Services
Non-Emergency Transportation Program for
Fee-for-Service (FFS) Medicaid Beneficiaries**



EXHIBIT C

- 10.1.3.2. Definition: The ratio of Net Income to the year to date debt service.
- 10.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense (from cash flows statement) divided by year to date debt service (principal and interest) over the next twelve (12) months.
- 10.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
- 10.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.
- 10.1.4. Liability coverage ratio:
 - 10.1.4.1. Rationale: This ratio is an indication of cash coverage to cover all existing liabilities.
 - 10.1.4.2. Formula: Total Liabilities minus Current Assets/EBITDA for last 12 months.
 - 10.1.4.3. Source of Data: The Contractor's Monthly Financial Statements.
 - 10.1.4.4. Performance Standard: The Contractor shall maintain a maximum of 10:1.
- 10.1.5. Days Payable Outstanding (DPO):
 - 10.1.5.1. Rationale: This ratio is an indication of monitoring payment risk.
 - 10.1.5.2. Formula: Cost of services for last three months/90 days.
 - 10.1.5.3. Source of Data: The Contractor's Monthly Financial Statements.
 - 10.1.5.4. Performance Standard: The Contractor shall maintain a maximum of 45 days with a 20% variance.
- 10.1.6. Total Lines of Credit

**New Hampshire Department of Health and Human Services
Non-Emergency Transportation Program for
Fee-for-Service (FFS) Medicaid Beneficiaries**



EXHIBIT C

- 10.1.6.1. The contractor will provide a listing of every line of credit and amount outstanding for each line.
- 10.1.6.2. The contractor will report on any new borrowing activities.
- 10.1.6.3. The contractor will report on any instances of non-compliance with any loan covenant or agreement.
- 10.1.7. In the event that the Contractor does not meet either:
 - 10.1.7.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
 - 10.1.7.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, or
 - 10.1.7.3. Does not meet the reporting timeframe, then
- 10.1.8. The Department may:
 - 10.1.8.1. Require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.
 - 10.1.8.2. Require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 9.2.1 and/or 9.2.2 have not been met
- 10.1.9. Terminate the contract.
 - 10.1.9.1. If a corrective action plan is required, the Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.
 - 10.1.9.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.

**New Hampshire Department of Health and Human Services
Non-Emergency Transportation Program for
Fee-for-Service (FFS) Medicaid Beneficiaries**



EXHIBIT C

- 10.2. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.
- 10.3. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement.
- 10.4. The Contractor shall inform the Department by phone and by email within five business days when any Executive Management, Board Officers, or Program Managers for DHHS contracts submits a resignation or leaves for any other reason.

**New Hampshire Department of Health and Human Services
Exhibit D**



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



**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: One Call Government Solutions LLC d/b/a One Call

7/2/2020

Date

DocuSigned by:

A handwritten signature in black ink, appearing to read "Adam Beam", written over a horizontal line.

Name: Adam Beam

Title: National VP, Health Plan Development



New Hampshire Department of Health and Human Services
Exhibit E

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-I.)
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: One Call Government Solutions LLC d/b/a One Call

7/2/2020

Date

DocuSigned by:

Name: Adam Beam

Title: National VP, Health Plan Development

New Hampshire Department of Health and Human Services
Exhibit F



**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 Office 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

**New Hampshire Department of Health and Human Services
Exhibit F**



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: One Call Government Solutions LLC d/b/a One Call

7/2/2020

Date

DocuSigned by:

Name: Adam Beam

Title: National VP, Health Plan Development



New Hampshire Department of Health and Human Services
Exhibit G

**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 AB

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

6/27/14
Rev. 10/21/14

Page 1 of 2

Date 7/2/2020



**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: One Call Government Solutions LLC d/b/a One Call

7/2/2020
Date

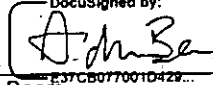
DocuSigned by:

Name: Adam Beam
Title: National VP, Health Plan Development

Exhibit G

Contractor Initials AB

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

New Hampshire Department of Health and Human Services
Exhibit H**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: One Call Government Solutions LLC d/b/a One Call

7/2/2020

Date

DocuSigned by:

A handwritten signature in black ink, appearing to read "Adam Beam".

Name: Adam Beam

Title: National VP, Health Plan Development



Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY 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

- l. "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



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) I, 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.

Department of Health and Human Services

The State

Lori Shubinette

Signature of Authorized Representative

Lori Shubinette

Name of Authorized Representative

Commissioner DHHS

Title of Authorized Representative

7/6/2020

Date

One Call Government Solutions LLC d/b/a One Call

Name of the Contractor

Adam Beam

Adam Beam (Jul 6, 2020 12:19 EDT)

Signature of Authorized Representative

Adam Beam

Name of Authorized Representative

National VP, Health Plan Development

Title of Authorized Representative

7/6/2020

Date






Exhibit I - One Call - NH DHHS - 7.6.2020

Final Audit Report

2020-07-06

Created:	2020-07-06
By:	Sonita Agard (sonita_agard@onecallcm.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAYACHnNkyy9wELIHZA1_3QPunmPHnn8V

"Exhibit I - One Call - NH DHHS - 7.6.2020" History

-  Document created by Sonita Agard (sonita_agard@onecallcm.com)
2020-07-06 - 4:14:45 PM GMT- IP address: 172.14.224.39
-  Document emailed to Adam Beam (adam_beam@onecallcm.com) for signature
2020-07-06 - 4:15:22 PM GMT
-  Email viewed by Adam Beam (adam_beam@onecallcm.com)
2020-07-06 - 4:18:53 PM GMT- IP address: 104.47.38.254
-  Document e-signed by Adam Beam (adam_beam@onecallcm.com)
Signature Date: 2020-07-06 - 4:19:33 PM GMT - Time Source: server- IP address: 73.105.36.172
-  Signed document emailed to Adam Beam (adam_beam@onecallcm.com) and Sonita Agard (sonita_agard@onecallcm.com)
2020-07-06 - 4:19:33 PM GMT



Adobe Sign

**New Hampshire Department of Health and Human Services
Exhibit J**



**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.

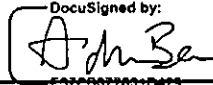
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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: One Call Government Solutions LLC d/b/a One Call

Date 7/2/2020

DocuSigned by:

 Name: Adam Beam
 Title: National VP, Health Plan Development



**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: 08-1027516
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?

 X NO 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 YES

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: _____	Amount: _____
Name: _____	Amount: _____
_____	_____
Name: _____	Amount: _____
Name: _____	Amount: _____
_____	_____
Name: _____	Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "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.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS 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 Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire

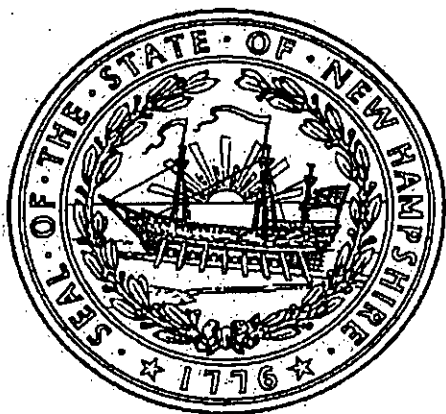
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ONE CALL GOVERNMENT SOLUTIONS, LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on March 26, 2020. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 839179

Certificate Number : 0004860242



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 26th day of March A.D. 2020.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Steven Davis, hereby certify that:

1. I am a duly elected Clerk/Secretary/Officer of One Call Government Solutions, LLC.

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on June 25, 2020, at which a quorum of the Directors/shareholders were present and voting.

VOTED: That William Smith, Chief Product Officer is duly authorized on behalf of One Call Government Solutions, LLC to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30) days** from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: June 25, 2020

DocuSigned by:

Steven Davis

Signature of Elected Officer

Name: Steven Davis

Title: Chief Legal Officer



CERTIFICATE OF LIABILITY INSURANCE

ONECAL6

DATE (MM/DD/YYYY)
6/30/2020

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 have ADDITIONAL INSURED provisions or 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 Commercial Lines - (404) 923-3700 USI Insurance Services LLC 3475 Piedmont Road NE, Suite 800 Atlanta, GA 30305-2886	CONTACT NAME: Atlanta Certificate Request Team	
	PHONE (A/C, No, Ext): 404.923.3700	FAX (A/C, No): 877.362.9069
INSURED One Call Medical, Inc 841 Prudential Drive, Ste 204 Jacksonville, FL 32207-8371	E-MAIL ADDRESS: allcertrequest@usi.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Transportation Insurance Company	NAIC # 20494
	INSURER B: American Casualty Company of Reading, PA	20427
	INSURER C: Continental Casualty Company	20443
	INSURER D: Republic-Vanguard Ins Co	40479
	INSURER E: James River Insurance Company	12203
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 15080605**REVISION NUMBER:** See below

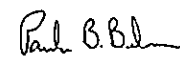
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 SUBR INSD WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		6043417244	12/01/2019	12/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		6043417213	12/01/2019	12/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		6043417230	12/01/2019	12/01/2020	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		6043392359 (AOS)	12/01/2019	12/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		6043392345 (CA)	12/01/2019	12/01/2020	E.L. EACH ACCIDENT \$ 1,000,000
A	If yes, describe under DESCRIPTION OF OPERATIONS below		6043392362 (AZ,MA,OR,WI)	12/01/2019	12/01/2020	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Primary Hired NOA		CNO01001513	12/01/2019	12/01/2020	\$1,000,000 CSL

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 as respects to General Liability in accordance with the terms and conditions of the policy.
30 day notice of cancellation applies

CERTIFICATE HOLDER**CANCELLATION**

State of NH Department of Health and Human Services 129 Pleasant Street Concord, NH 03301-3857	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 

The ACORD name and logo are registered marks of ACORD © 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

(This certificate replaces certificate 15072146 issued on 6/25/2020)

Certificate of Insurance (Con't)**OTHER Coverage**

INSR LTR	TYPE OF INSURANCE	ADDL INSR	WVD SUBR	POLICY NUMBER	EFFECTIVE DATE (MM/DD/YY)	EXPIRATION DATE (MM/DD/YY)	LIMIT
E	Excess HNOA			00079853-2	12/01/2019	12/01/2020	\$5,000,000
E	Drivers Policy			CA43600458-04	12/01/2019	12/01/2020	\$100,000 Each BI \$300,000 Each BI \$50,000 Each PD