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

Jeffrey A. Meyers
 Commissioner

Henry D. Lipman
 Director

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

January 30, 2018

His Excellency, Governor Christopher T. Sununu
 And the Honorable Council
 State House
 Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services to enter into a **sole source** amendment with Coordinated Transportation Solutions, Inc. (Vendor # 271968), 35 Nutmeg Drive, Suite 120, Trumbull, CT 06611, for the management of the non-emergency medical transportation benefit offered to members of the New Hampshire Health Protection Premium Assistance Program and Medicaid fee-for-service on a statewide level by increasing the price limitation by \$2,540,506 from \$10,439,940 to an amount not to exceed \$12,980,446, with no change to the completion date of December 31, 2018, effective upon the date of Governor and Executive Council approval. The original contract was approved by the Governor and Executive Council on March 23, 2017 (Item #A). The additional funding is 83% Federal Funds, 12% General Funds, and 5% Other Funds.

Funds to support this request are available in the following accounts in State Fiscal Years 2018 and 2019, upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office without further approval from the Governor and Executive Council, if needed and justified.

05-95-47-470010-3099 HEALTH AND SOCIAL SERVICES; HEALTH AND HUMAN SVCS DEPT OF HHS: OFC OF MEDICAID & BUS PLCY, OFF. OF MEDICAID & BUS. POLICY, NHHPP Trust Fund (94% Federal / 6% Other)

SFY	Class/ Account	Class Title	Activity Code	Current Budget	Increase/ (Decrease)	Modified Budget
2017	101-500729	Medical Payments to Providers	47004159	\$1,207,200	\$0	\$1,207,200
2018	101-500729	Medical Payments to Providers	47004159	\$4,864,800	\$1,343,774	\$6,208,574
2019	101-500729	Medical Payments to Providers	47004159	\$2,450,400	\$581,970	\$3,032,370
Subtotal				\$8,522,400	\$1,925,744	\$10,448,144

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 (50% Federal / 50% General)

SFY	Class/ Account	Class Title	Activity Code	Current Budget	Increase/ (Decrease)	Modified Budget
2017	101-500729	Medical Payments to Providers	47004050	\$271,620	\$0	\$271,620
2018	101-500729	Medical Payments to Providers	47004050	\$1,094,580	\$415,667	\$1,510,247
2019	101-500729	Medical Payments to Providers	47004050	\$551,340	\$199,095	\$750,435
Subtotal				\$1,917,540	\$614,762	\$2,532,302
Contract Total				\$10,439,940	\$2,540,506	\$12,980,446

EXPLANATION

This request is **sole source** because the increase is greater than ten percent (10%) of the total contract value. More than ten thousand (10,000) participants are eligible for the service than previously forecasted. The purpose of this request is to ensure individuals who are members of the New Hampshire Health Protection Program's Premium Assistance Program and members in Medicaid's Fee-For-Service delivery system continue to have access to non-emergent transportation to all Medicaid-covered services. State Medicaid programs are required to provide necessary and appropriate transportation, including medically-necessary, non-emergency ambulance and wheelchair van services, for beneficiaries to travel to and from their home or nursing facility to Medicaid covered services.

The New Hampshire Health Protection Program is the State authorized program to provide health insurance coverage to low-income adults who are eligible for medical assistance under Section 1902 (a)(10)(A)(i)(VIII) of the Social Security Act. Through the second component of the New Hampshire Health Protection Program, known as the Premium Assistance Program, New Hampshire uses Medicaid funds to purchase individual health insurance coverage for eligible adults in the form of Qualified Health Plans. Qualified Health Plans are commercial individual health insurance products certified for sale on the New Hampshire Marketplace.

The Qualified Health Plans provide ten (10) essential health benefits that are required to be provided to these Medicaid enrollees. However, the Qualified Health Plans do not provide several other services that Medicaid is required to provide to these Medicaid members, in addition to the essential health benefits. Non-emergent medical transportation is one of those additional required benefits not covered by the QHPs.

The majority of Medicaid members currently receive non-emergent medical transportation service through one of the two Medicaid managed care organizations that administer benefits to most Medicaid members in New Hampshire. However, New Hampshire Medicaid Fee-for-Service is required to offer this service to those Medicaid members who are newly enrolled and not yet in an MCO or who remain in the fee-for-service delivery system because of their eligibility category.

This contractor was selected through a competitive bid process. As referenced in the Request for Proposals and in Exhibit C-1 of this contract, this Agreement has the option to extend for up to five (5) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

Since New Hampshire law prohibits the use of general funds to support the New Hampshire Health Protection Program, no general funds will be used to support the component of this program that serves NHHPP members. However, ten percent (10%) of this contract cost will be funded with general funds to support transportation services for Medicaid recipients in the traditional Medicaid fee-for-service delivery system. Subsequently, the funding source for this entire contract will be 10% General / 84% Federal / 6% Other funds. The "Other Funds" consist of voluntary contributions deposited into the New Hampshire Health Protection Trust fund from the Foundation for Healthy Communities and any other contributing charitable foundation as outlined in RSA 126-A:5-c and assessments collected by the New Hampshire Health Plan, as outlined in RSA 404-G:2 and RSA 404-G:5-a, IV(b) and (c).

Should the Governor and Executive Council not approve this request, thousands of New Hampshire citizens may not have access to transportation to, or home from, their non-emergent medical appointments covered by the Department of Health and Human Services under the New Hampshire Medicaid program. In addition, the Department would be in violation of federal requirements to assure transportation for Medicaid recipients to Medicaid covered services.

Geographic area served: Statewide

Source of Funds: Funding for the entire contract is 84% Federal Funds (CFDA #93.778, U.S. Department of Health & Human Services; Centers for Medicare and Medicaid Services, Medical Assistance Program, Medicaid; Title XIX), 6% Other Funds, and 10% General Funds.

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

Respectfully submitted,



Henry D. Lipman
Director

Approved by:



Jeffrey A. Meyers
Commissioner



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

February 5, 2018

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

Dear Commissioner Meyers:

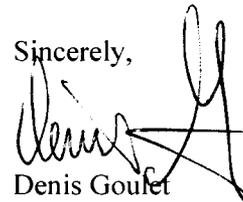
This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a sole source contract amendment with Coordinated Transportation Solutions, Inc. of Trumbull, CT as described below and referenced as DoIT No. 2017-041A.

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

The funding amount for this amendment is \$2,540,506, increasing the current contract from \$10,439,940 to an amount not to exceed \$12,980,446 effective upon Governor and Executive Council approval though December 31, 2018.

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
2017-041A

cc: Bruce Smith, IT Manager

**New Hampshire Department of Health and Human Services
Transportation Management for NHHPP PAP and FFS Participants**



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
Transportation Management for NHHPP PAP and FFS Participants**

This 1st Amendment to the Transportation Management for NHHPP PAP and FFS Participants contract (hereinafter referred to as "Amendment #1") dated this 23rd day of January, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Coordinated Transportation Solutions, Inc., (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 35 Nutmeg Drive, Suite 120, Trumbull, CT, 06611.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on March 28, 2017, ITEM #A, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract by written agreement of the parties;

WHEREAS, the parties agree to increase the price limitation, and

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

1. Amend Form P-37, Block 1.8, to increase Price Limitation by \$2,540,506 from \$10,439,940 to read: \$12,980,446
2. Amend Form P-37, Block 1.9, to read E. Maria Reinemann, Esq., Director of Contracts and Procurement.
3. Amend Form P-37, Block 1.10 to read 603-271-9330.
4. Delete Exhibit B-1 Capitation Rate Sheet and replace with Exhibit B-1 Capitation Rate Sheet – Amendment #1.
5. Add Exhibit K, DHHS Information Security Requirements.

New Hampshire Department of Health and Human Services
Transportation Management for NHHPP PAP and FFS Participants



This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

2/1/2018
Date

[Signature]
Name: Henry D. Lipman
Title: Medicaid Director

Coordinated Transportation Solutions, Inc.

1/29/18
Date

[Signature]
Name: David L. White
Title: President

Acknowledgement of Contractor's signature:

State of Connecticut, County of Fairfield on 1/29/2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]
Signature of Notary Public or Justice of the Peace

Kathleen M. Grassmann Administrative Assistant/Notary Public
Name and Title of Notary or Justice of the Peace

My Commission Expires: 5/31/2022

KATHLEEN M. GRASSMANN
NOTARY PUBLIC OF CONNECTICUT
My Commission Expires 5/31/2022

**New Hampshire Department of Health and Human Services
Transportation Management for NHHPP PAP and FFS Participants**



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

OFFICE OF THE ATTORNEY GENERAL

Date 2/6/18


Name: Megan A. Cole
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date _____

Name: _____
Title: _____



Exhibit B-1 Capitation Rate Sheet - Amendment #1

1. Capitation Rates, “per member / per month” amounts, for calendar year 2017 and calendar year 2018 are as specified in Table 1.1 below:

1.1. Table 1.1 – Capitation Rate Table

	Year 1 4/1/17–12/31/17	Year 2 1/1/18 – 12/31/18
Eligible Members	PAP members 48,414 FFS members 11,392	PAP members 49,500 FFS members 12,250
Per member per month rates	\$10.06	\$10.21
Annualize	9	12
Operations Grand total	\$5,414,836	\$7,565,610



DHHS INFORMATION SECURITY REQUIREMENTS

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this SOW, the Department's Confidential information 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 Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:
 - 2.1. Contractor shall not store or transfer data collected in connection with the services rendered under this Agreement outside of the United States. This includes backup data and Disaster Recovery locations.
 - 2.2. 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.).
 - 2.3. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
 - 2.4. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.
 - 2.5. 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.
 - 2.6. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information
 - 2.7. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of 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.
 - 2.7.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "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.

Breach notifications will be sent to the following email addresses:

 - 2.7.1.1. DHHSChiefInformationOfficer@dhhs.nh.gov
 - 2.7.1.2. DHHSInformationSecurityOffice@dhhs.nh.gov
 - 2.8. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor 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

DH W



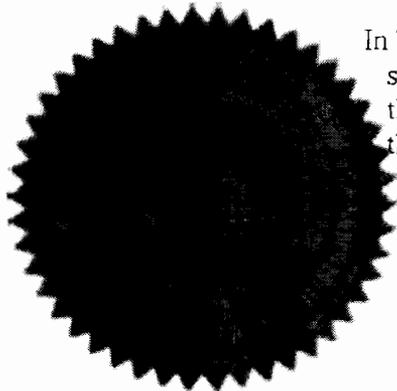
by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing). The vendor 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 the vendor prior to destruction.

- 2.9. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor 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 vendor, including breach notification requirements.
3. The vendor 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 vendor and any applicable sub-contractors prior to system access being authorized.
4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor 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 appropriate authorized data owner or leadership member within the Department.
6. 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 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.

State of New Hampshire
Department of State

CERTIFICATE

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



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

A handwritten signature in cursive script, appearing to read "Wm Gardner", is written over the printed name.

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Richard Schreiner, do hereby certify that:

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

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on Monday, January 29, 2018:

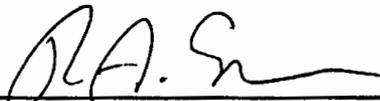
RESOLVED: That the President

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of The 29th day of January, 2018.

4. David L. White is the duly elected President

of the Agency.



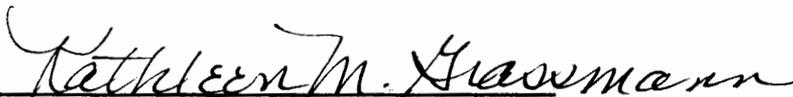
(Signature of the Elected Officer)

STATE OF CONNECTICUT

County of Fairfield

The forgoing instrument was acknowledged before me this 29th day of January, 2018,

By: Richard Schreiner



(Notary Public/Justice of the Peace)

Commission Expires: 5/31/2022

KATHLEEN M. GRASSMANN
NOTARY PUBLIC OF CONNECTICUT
My Commission Expires 5/31/2022



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/8/2018

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

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

PRODUCER Shoff Darby Companies 100 Technology Drive Suite 200 Trumbull CT 06611	CONTACT NAME: Patricia McFarland PHONE (A/C, No, Ext): (203) 445-2114 E-MAIL ADDRESS: mcfarlandp@shoffdarby.com	FAX (A/C, No): (203) 268-0687
	INSURER(S) AFFORDING COVERAGE	
INSURED Coordinated Transportation Solutions, Inc. 35 Nutmeg Drive Suite 120 Trumbull CT 06611	INSURER A: Lloyd's of London NAIC # 15642	
	INSURER B: Utica Mutual Insurance Company 25976	
	INSURER C: Hartford Insurance Co of Illinois 38288	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 17-18** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		WIC290170201	7/24/2017	7/24/2018	EACH OCCURRENCE \$ 6,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ Included \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		WIC290170201	7/24/2017	7/24/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	4777747	7/24/2017	7/24/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Errors & Omissions - Claims Made		WIC290170201	7/24/2017	7/24/2018	\$3,000,000/\$3,000,000 Retro Date \$10,000 retention 7/25/01

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Management Liability/EPLI/D&O 7/24/17-18 Hartford Insurance Co of Illinois Pol #MLN603144601, Claims Made \$1,000,000/\$1,000,000 Retention \$0, Retro Date 4/21/01. Sexual/Physical Misconduct incl in E&O - \$1,000,000/\$3,000,000 - \$10,000 retention, Claims Made, Retro Date 8/8/11. E&O retro date 7/25/01
 \$1,000,000/\$1,000,000 & 3/12/12 \$2,000,000/\$3,000,000 & 7/24/16 \$3,000,000/\$3,000,000

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

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

VISION STATEMENT

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

VALUES STATEMENT

Customer Focus

Our customers are the reason we are here

Integrity

We communicate openly, honestly and responsibly

Respect

We treat others as we want to be treated

**COORDINATED TRANSPORTATION
SOLUTIONS, INC.
FINANCIAL STATEMENTS
SEPTEMBER 30, 2017**

**TOGETHER WITH INDEPENDENT
AUDITOR'S REPORT**

COORDINATED TRANSPORTATION SOLUTIONS, INC.
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SEPTEMBER 30, 2017

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PO Box 397
Mystic, CT 06355
p 860.536.9831
f 860.536.0716

211 Kennedy Drive
Putnam, CT 06260
p 860.928.3184
f 860.928.5201

138 Dodge Street
Unit 2
Beverly, MA 01915
p 978.232.9300
f 978.232.9625

www.gs-cpas.com



GARVEY, STEELE & COMPANY, LLP
Certified Public Accountants & Advisors

INDEPENDENT AUDITOR'S REPORT

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

Report on financial statements

We have audited the accompanying financial statements of Coordinated Transportation Solutions, Inc. (a nonprofit organization) which comprise the statement of financial position as of September 30, 2017 and the related statements of activities and cash flows for the year then ended, and the related notes to the financial statements.

Management's responsibility for the financial statements

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

Auditor's responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Coordinated Transportation Solutions, Inc. as of September 30, 2017 and the changes in its net assets and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Other matter

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

Harvey, Steele & Company, LLP

Mystic, Connecticut
January 5, 2018

COORDINATED TRANSPORTATION SOLUTIONS, INC.
STATEMENT OF FINANCIAL POSITION
SEPTEMBER 30, 2017

ASSETS

Current assets

Cash	\$ 1,028,921	
Cash - restricted	58,603	
Accounts receivable, net of allowance for doubtful accounts of \$12,000	5,697,658	
Prepaid expenses	142,280	
Total current assets		\$ 6,927,461

Property and equipment

Office furniture, fixtures and equipment	213,855	
Office equipment	-	
Computer equipment	801,977	
Leasehold improvements	197,399	
Software	284,373	
Equipment under capital lease	46,733	
	1,544,336	
Less accumulated depreciation	(643,591)	
Total property and equipment		900,745

Other assets

Loan origination fees, net of accumulated amortization of \$9,289	4,165	
Restricted cash - deferred compensation	19,578	
Deposits	6,158	
		29,901
Total other assets		
Total assets		<u>\$ 7,858,108</u>

See accompanying notes to financial statements

COORDINATED TRANSPORTATION SOLUTIONS, INC.
STATEMENT OF FINANCIAL POSITION
SEPTEMBER 30, 2017

LIABILITIES AND NET ASSETS

Current liabilities

Accounts payable and accrued expenses	\$ 2,446,061	
Current portion of long-term debt	<u>203,038</u>	
Total current liabilities		\$ 2,649,099

Long-term liabilities

Long-term debt, less current portion	<u>335,468</u>	
Total long-term liabilities		<u>335,468</u>
Total liabilities		2,984,567

Net assets -

Unrestricted		<u>4,873,541</u>
Total liabilities and net assets		<u>\$ 7,858,108</u>

See accompanying notes to financial statements

COORDINATED TRANSPORTATION SOLUTIONS, INC.
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2017

CHANGE IN UNRESTRICTED NET ASSETS

Revenue

Transportation brokerage	\$ 44,679,504
Investment income	3,135
Gain (loss) on disposition of assets	(19,146)
Miscellaneous income	5,347
	<hr/>
Total revenue	44,668,841

Expenses

Program	42,039,881
General and administrative	791,904
	<hr/>
Total expenses	42,831,785
	<hr/>
Change in net assets	1,837,056
Net assets - October 1, 2016	3,036,485
	<hr/>
Net assets - September 30, 2017	\$ 4,873,541

See accompanying notes to financial statements

COORDINATED TRANSPORTATION SOLUTIONS, INC.
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED SEPTEMBER 30, 2017

CASH FLOWS FROM OPERATING ACTIVITIES

Change in net assets	\$ 1,837,056
Amounts to reconcile change in net assets to net cash provided by operating activities:	
Depreciation and amortization	183,567
Loss on disposition of assets	19,146
Bad debt expense	747
Change in cash -restricted	(12,568)
Change in accounts receivable, net	(1,116,136)
Change in prepaid expenses	315,946
Change in restricted cash - deferred compensation	(2,552)
Change in deposits	(3,658)
Change in loan origination fees	(2,763)
Change in accounts payable and accrued expenses	<u>149,293</u>
Net cash provided by operating activities	<u>1,368,078</u>

CASH FLOWS FROM INVESTING ACTIVITIES

Purchase of property and equipment	<u>(424,272)</u>
Net cash used in investing activities	<u>(424,272)</u>

CASH FLOWS FROM FINANCING ACTIVITIES

Repayments on capital lease payable	(11,088)
Repayments on long-term debt	(107,910)
Borrowings on line of credit	13,100,000
Repayments on line of credit	<u>(13,900,000)</u>
Net cash used in financing activities	<u>(918,998)</u>
Net increase in cash	24,808
Cash, beginning balance	<u>1,004,113</u>
Cash, ending balance	<u><u>\$ 1,028,921</u></u>

SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION

Amounts paid during the year for:	
Interest	<u><u>\$ 35,637</u></u>
Other non-cash financing transactions:	
Acquisition of property and equipment via capital lease	\$ 405,106
Borrowings on capital lease facility	(405,106)

See accompanying notes to financial statements

COORDINATED TRANSPORTATION SOLUTIONS, INC.
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2017

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Organization

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

Basis of accounting

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

Basis of presentation

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

Cash and cash equivalents

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

Accounts receivable

Pursuant to an analysis of open receivables at September 30, 2017 the Organization has established an allowance for doubtful accounts totaling \$12,000.

Estimates

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

Expense allocation

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

Income tax status

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

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Property and equipment

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

Intangible assets

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

Advertising

The Organization uses advertising to promote its programs among the audience it serves. The cost of advertising is expensed as incurred. During the year ended September 30, 2017 the Organization incurred \$30,355 of advertising costs.

Subsequent events

Management has evaluated subsequent events through January 5, 2018, the date the financial statements were available to be issued.

NOTE 2 - REVOLVING LINE OF CREDIT

The Organization has a \$1,200,000 revolving line of credit available with a large commercial bank. Bank advances on the credit line are payable on demand and carry a variable interest rate, 4.50% at September 30, 2017. There was no outstanding balance at September 30, 2017.

NOTE 3 – COMMITMENTS

The Organization entered into an operating lease for office space in Trumbull, Connecticut during August 2015. At April 1, 2017, the Organization increased the square footage being leased by approximately 3,100 square feet. The amended lease calls for monthly base rent payments that increase at certain intervals during the lease term, which term expires in August 2026. In addition to the base rent payments, the Organization is responsible for their proportionate share of the common allocable expenses of operating the facility. The lease contains two options to extend the lease after the August 2026 expiration date. Each option is for five additional years.

On April 29, 2016, the Organization entered into an operating lease for office space in Concord, New Hampshire commencing May 1, 2016. The lease begins with a period of non-occupancy from May 1, 2016 until December 31, 2016, during which the Organization made uniform monthly payments of \$2,000. During the non-occupancy period, the Organization had the option to elect to begin a three-year lease commencing January 1, 2017 or 90 days after the election has been made, whichever was later. The Organization entered into a three-year lease agreement effective March 1, 2017, with said lease expiring at the end of February 2019.

NOTE 3 – COMMITMENTS (Continued)

Amount charged to rent expense for the year ended September 30, 2017 totaled \$240,421.

Future minimum lease payments as of September 30, 2017 are:

Year ending September 30, 2018	\$	196,798
2019		213,660
2020		163,587
2021		162,510
2022		163,864
Thereafter		<u>747,546</u>
Total future minimum lease payments	\$	<u>1,647,965</u>

NOTE 4 – FINANCIAL INSTRUMENTS

Financial instruments that potentially subject the Organization to concentration of credit risk consist principally of cash and accounts receivable. The Organization's cash balances are insured by the Federal Depository Insurance Corporation up to \$250,000 (except for transaction accounts that are fully insured). The Organization's concentration of credit risk with respect to the accounts receivable is limited due to the large number of customers and their dispersion across geographic areas. At September 30, 2017 the Organization had approximately \$648,000 of cash in excess of insurance coverage on deposit with one bank.

NOTE 5 – LONG-TERM DEBT

At September 30, 2017, long-term debt consisted of the following:

\$586,497 Equipment capital lease note payable to a large commercial bank. The note is payable in monthly installments of \$17,452, including interest at 4.52%, maturing in February 2020.	\$ 478,587
\$250,000 Small Business Express Program loan from Connecticut Department of Economic and Community Development. The note is payable in monthly installments of \$1,034, including interest at 2.0%, maturing in October 2022.	<u>59,919</u>
Total long-term debt	538,506
Less amount reported as short-term	<u>(203,038)</u>
Long-term debt	\$ <u>335,468</u>

Future minimum payments under this note are as follows:

Year ended September 30, 2018	\$ 203,038
2019	212,120
2020	98,054
2021	12,010
2022	12,252
Thereafter	<u>1,032</u>
	\$ <u>538,506</u>

NOTE 5 – LONG-TERM DEBT

During the year ended September 30, 2016, \$125,000 of the outstanding principal was forgiven by the Connecticut Department of Economic and Community Development because the Organization created and retained a required number of employees for the twelve-month period ended August 31, 2014.

NOTE 6 – RETIREMENT PLANS

The Organization authorized a deferred compensation program pursuant to section 457 of the Internal Revenue Code. Under the plan, select employees are able to contribute a portion of their compensation to the plan. There were no contributions to the plan during the year ended September 30, 2017. Amounts held in the account are restricted for future benefit payments, but are subject to creditor risk. At September 30, 2017 there was \$19,578 in the account.

The Organization also established a retirement plan in accordance with section 403(b) of the Internal Revenue Code. All employees are eligible to participate in elective salary deferrals upon becoming employed. However, employees must be of a minimum age of twenty-one and must complete one year of service to be eligible to receive Company matching contributions. The Organization did not make any matching contributions during the year ended September 30, 2017.

NOTE 7 – CONCENTRATIONS

Approximately 62% of the Organization's total revenue was related to two (2) contracts.

NOTE 8 – CASH –RESTRICTED

At September 30, 2017, the Organization had \$58,603 in restricted cash. The cash is restricted to fund future unemployment claims, as the Organization is self-funding their unemployment liabilities instead of paying into the State Unemployment Fund.

NOTE 9 – ACCOUNTING FOR UNCERTAIN TAX POSITIONS

The Organization has adopted the provisions of FASB, Accounting Standards Codification 740 - *Income Taxes*. ASC 740 requires that a tax position be recognized or derecognized based on a 'more-likely-than-not' threshold. This applies to positions taken or expected to be taken in a tax return. The Organization does not believe its financial statements include, or reflect, any uncertain tax positions. Tax years from September 30, 2014 through the current year remain open for examination by the Federal and state tax authorities.

NOTE 10 – CONTINGENCIES

The Organization is party to a legal action initiated by a former employee. The Organization believes the action is without merit and intends to defend itself vigorously. Any losses in relation to this matter would not have a material impact on the Organization's financial position as the majority of any potential loss is covered by insurance, with the Organization paying the insurance deductible.

COORDINATED TRANSPORTATION SOLUTIONS, INC.
SCHEDULE OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED SEPTEMBER 30, 2017

	<u>Program</u>	<u>General and Administrative</u>	<u>Total Expenses</u>
Purchased transportation	\$ 37,453,209	\$ -	\$ 37,453,209
Salaries and wages	2,724,716	480,832	3,205,548
Payroll taxes	203,899	35,982	239,881
Employee benefits	221,344	39,061	260,405
Depreciation and amortization	156,032	27,535	183,567
Professional fees	130,325	22,999	153,324
Occupancy	243,358	42,945	286,303
Telephone and internet	101,451	17,903	119,354
Computer consultants	97,356	17,181	114,537
Temporary help	33,455	-	33,455
Office supplies and expense	33,898	5,982	39,880
Advertising and marketing	25,802	4,553	30,355
Insurance	72,929	12,870	85,799
Travel and entertainment	53,859	9,505	63,364
Postage	10,955	1,933	12,888
Repairs and maintenance	237,519	41,915	279,434
Dues and subscriptions	14,559	2,569	17,128
Donations and gifts	17,831	3,147	20,978
Equipment rental	25,617	4,521	30,138
Property taxes	11,628	2,052	13,680
Payroll service	8,854	1,562	10,416
Conferences and meetings	19,792	-	19,792
Printing	24,762	4,370	29,132
Interest expense	35,637	-	35,637
Interpreter services	10,332	-	10,332
Training and professional development	54,018	9,533	63,551
Bad Debt Expense	635	112	747
Bank charges	16,108	2,843	18,951
	-	-	-
Total	\$ 42,039,881	\$ 791,904	\$ 42,831,785

COORDINATED TRANSPORTATION SOLUTIONS, INC.

BOARD OF DIRECTORS (2017-2018)

David L. White, President & Chairperson

Michael Krauss, Vice President & Vice Chairperson

Jeffrey Beadle

Richard Schreiner, Secretary

Reginald (Rex) Knowlton, Treasurer

Loraine Cortese-Costa

Diane Pivrotto

Douglas Holcomb

David L. White

President

COORDINATED TRANSPORTATION SOLUTIONS, INC.

Founder and President

1997-Present

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

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

PROFESSIONAL EXPERIENCE

- Human Service Transportation Consortium, Executive Director 1994-1997
- Housatonic Area Regional Transit District, Director of Operations 1991-1994
- Housatonic Area Regional Transit District, Director of Special Projects 1990-1991
- New York City Transit Authority, Manager, Capital Projects Division 1989-1990
- Norwalk Transit District, Deputy Administrator 1985-1989
- Milford Transit District, Executive Director 1980-1985
- United States Department of Transportation, Management Intern 1977-1979

EDUCATION

- M.P.A. Urban Affairs – The American University
- B.A. Political Science – Washington and Jefferson College
- Certified Community Transit Manager (CCTM)– CTAA

MEMBERSHIPS

- Community Transportation Association of America
 - Board of Directors 1996-present
 - Vice President of the Board 2000-2002
 - President of the Board 2002-2004
- Connecticut Association of Community Transportation- Exec. Committee 1996-2004
- Northeast Passenger Transportation Association 1998-present
- National Medical Transportation Committee – CTAA 1999-present

Edward E. Platt, Jr.

Vice President of Operations

COORDINATED TRANSPORTATION SOLUTIONS, INC.

Vice President of Operations

2016-Present

Responsible for all aspects of the organization's Medicaid, Special Education and Worker's Compensation brokerage operations and is our clients' first point of contact for major contracts. Works with an outsourced provider network of hundreds of transportation providers and oversees the completion of all required call center reports and documentation. Develops departmental short and long-term goals and ensures that Departmental performance is in compliance with project requirements. Documents, researches, and follows up on incidents and customer complaints and is responsible for operational contract compliance issues. Interfaces with the Finance, IT and Compliance Departments regarding budget, personnel issues, performance standards and IT system issues and works with Business Development staff to promote the growth of the organization. Alternate contact in the absence of the President in accordance with our succession plan.

Director of Operations

2014-2016

Director of Compliance

2013-2014

PROFESSIONAL EXPERIENCE

- Am WINS Rx, Operations General Manager 2012-2013
- Health Net Inc. 2001-2011
 - Contact Center Director (2006-2011)
 - Operations Manager (2003-2006)
 - Sr. Financial Analyst (2001-2003)
 - Scheduling and Forecasting Coordinator (2000-2001)

EDUCATION

- US Navy Electronics School
- Sacred Heart University
- Villanova University
- Six Sigma Green Belt Certification Course

Renee M. Oliwa

Director of Finance

COORDINATED TRANSPORTATION SOLUTIONS, INC.

Director of Finance

2017-Present

Provides leadership, management and coordination of company financial planning and budget management functions and ensures company accounting procedures and reporting conform to generally accepted accounting principles. Responsible for financial reporting and forecasts, preparing annual operating and capital budgets, coordinating the annual audit, developing and implementing financial policies and procedures, and managing insurance and risk management activities.

PROFESSIONAL EXPERIENCE

- Lauralton Hall, Accounting Manager 2014-2017
- Habitat for Humanity of Coastal Fairfield County, Director of Finance & Operations 2008-2014
- Girl Scouts, Connecticut Trails Council, Inc. 2003-2007
 - Interim CEO (2007)
 - Chief Financial Officer (2005-2007)
 - Human Resource Director(2003-2005)
- LIS Corporation/Latex Foam International 1987-2002
 - Human Resource Director (1997-2002)
 - Accounting Manager (1987-1997)

EDUCATION

- M.S. Organizational Leadership -- Quinnipiac University
- B.S. Accounting -- Southern Connecticut State University

PROFESSIONAL AFFILIATIONS

- Society for Human Resource Management

Krista M. Strazza
Director of Compliance

COORDINATED TRANSPORTATION SOLUTIONS, INC.

Director of Compliance

2017-Present

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

PROFESSIONAL EXPERIENCE

- Sound Community Services, Inc. Director of Compliance & Risk Management/Corporate Compliance Officer 2015-2017
- Tobin, Carberry, O'Malley, Riley & Selinger, Audit and Compliance 2005-2015
 - Director of Quality Management/Corporate Compliance Officer (2015-2017)
 - Audit and Compliance Department Supervisor (2009-2015)
 - Medicaid Recovery Department (2005-2009)

EDUCATION

- University of Connecticut, Avery Point
- Emmanuel College

PROFESSIONAL AFFILIATIONS

- Health Care Compliance Association (HCCA)
- Healthcare Financial Management Association (HFMA)
- Connecticut Community Providers Association
- Connecticut Association for Health Care At Home

Tracey Adkins, MS

Vice President of Information Technology and Information Security

COORDINATED TRANSPORTATION SOLUTIONS, INC.

VP of Information Technology & Information Security

2015-Present

Responsible for the management and development of CTS's technology infrastructure, Information Security, HIPAA, Telecommunications, Application Life Cycle Management, Software Licensing/Life Cycle Management, Asset Management, Vendor Management, and the delivery of Information Technology Services. Responsible for all infrastructure components including but not limited to servers, storage, databases, telecommunications and networks. Consults and assists other teams on enterprise projects and delivery of services. Evaluate/manage external IT vendors under contract with CTS. Responsibilities include overall management of CTS' information security program. Manages Information Security, the development of security policies and procedures and security compliance, incident management and response, and pro-active monitoring of all network access and functions.

PROFESSIONAL EXPERIENCE

- PPSNE, Clinical Systems Administrator 2013-2015
- Advanced Specialty Care, Information Technology Manager 2013-2013
- Bridgewater Associates, Project Management Consultant 2012-2013
- The Eye Care Group, Director of Technology Operations 2009-2012
- Self-employed Technology Consultant 2007-2009
- Shelton Public Schools, Director of Technology 1997-2007

EDUCATION and CERTIFICATIONS

- M.S. Information Management - W.P. Carey School of Business, ASU
- B.S. Management / Management Science - University of South Carolina
- Courses in Computer Science - University of New Haven
- Certified Information Security Manager – CISM
- Certified Professional Health Information Management Systems – CPHIMS
- Cyber Security Practitioner
- NextGen Certified Professional, Electronic Medical Record
- NextGen Certified Professional, Enterprise Practice Management
- NextGen Certified Professional, Image Control System

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
White, David	President	\$265,000	10	\$26,500
Platt, Ed	Vice President of Operations	\$112,000	15	\$16,800
Adkins, Tracey	Vice President of Information Technology and Information Security	\$112,000	10	\$11,200
Oliwa, Renee	Director of Finance	\$ 90,000	15	\$13,500
Strazza, Krista	Director of Compliance	\$ 90,000	15	\$13,500



A mac

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

Jeffrey A. Meyers
 Commissioner

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

Deborah H. Fournier, Esq.
 Medicaid Director

February 21, 2017

His Excellency, Governor Christopher T. Sununu
 And the Honorable Council
 State House
 Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services to enter into an agreement with Coordinated Transportation Solutions, Inc. (Vendor # 271968), 35 Nutmeg Drive, Suite 120, Trumbull, CT 06611, for the management of the non-emergency medical transportation benefit offered to members of the New Hampshire Health Protection Premium Assistance Program and Medicaid fee-for-service on a statewide level in an amount not to exceed \$10,439,940 effective April 1, 2017 or upon the date of Governor and Executive Council approval through December 31, 2018.

Funds to support this request are available in the following accounts in State Fiscal Years 2017 and are anticipated to be available in SFY 2018 and SFY 2019, upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office without further approval from the Governor and Executive Council, if needed and justified. Funds are 9% General / 86% Federal / 5% Other funds.

05-95-47-470010-3099 HEALTH AND SOCIAL SERVICES; HEALTH AND HUMAN SVCS DEPT OF HHS: OFC OF MEDICAID & BUS PLCY, OFF. OF MEDICAID & BUS. POLICY, NHPP Trust Fund (94% Federal / 6% Other)

SFY	Class/Account	Class Title	Activity Code	Total
2017	101-500729	Medical Payments to Providers	47004159	\$1,207,200
2018	101-500729	Medical Payments to Providers	47004159	\$4,864,800
2019	101-500729	Medical Payments to Providers	47004159	\$2,450,400
Subtotal				\$8,522,400

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 (50% Federal / 50% General)

SFY	Class/Account	Class Title	Activity Code	Total
2017	101-500729	Medical Payments to Providers	47004050	\$271,620
2018	101-500729	Medical Payments to Providers	47004050	\$1,094,580
2019	101-500729	Medical Payments to Providers	47004050	\$551,340
Subtotal				\$1,917,540
Contract Total				\$10,439,940

EXPLANATION

Since New Hampshire law prohibits the use of general funds to support the New Hampshire Health Protection Program (NHHPP), no general funds will be used to support the component of this program that serves NHHPP members. However, nine percent (9%) of this contract cost will be funded with general funds to support transportation services for non-NHHPP members in the traditional Medicaid fee-for-service delivery system. Subsequently, the funding source for this entire contract will be 9% General / 86% Federal / 5% Other funds.

The "Other Funds" consist of voluntary contributions deposited into the New Hampshire Health Protection Trust fund from the Foundation for Healthy Communities and any other contributing charitable foundation as outlined in RSA 126-A:5-c and assessments collected by the New Hampshire Health Plan, as outlined in RSA 404-G:2 and RSA 404-G:5-a, IV(b) and (c).

The purpose of this request is to ensure individuals who are members of the NHHPP population who are enrolled in the Premium Assistance Program and the standard Medicaid members in the Fee-For-Service delivery system continue having access to non-emergent medical transportation services. State Medicaid programs are required to provide necessary transportation for beneficiaries to and from Medicaid covered medical providers for Medicaid covered services.

The New Hampshire Health Protection Program (NHHPP) is the state authorized program to provide health insurance coverage to low-income adults who are eligible for medical assistance under Section 1902 (a)(10)(A)(i)(VIII) of the Social Security Act. Through the second component of NHHPP known as the Premium Assistance Program, New Hampshire uses Medicaid funds to purchase individual health insurance coverage for eligible adults in the form of Qualified Health Plans (QHPs). Qualified Health Plans are commercial individual health insurance products certified for sale on the New Hampshire Marketplace.

The Qualified Health Plans provide 10 essential health benefits (EHBs) that are required to be provided to these Medicaid enrollees. However, the Qualified Health Plans do not provide several other services that Medicaid is required to provide to these Medicaid members in addition to the EHBs. Non-emergent medical transportation (NEMT) is one of those additional required benefits not covered by the QHPs.

The majority of Medicaid members currently receive NEMT service through one of the two Medicaid managed care organizations that administers benefits to most Medicaid members in New Hampshire. However, New Hampshire Medicaid is required to offer this service to those Medicaid members who remain in the fee-for-service delivery system and are not served by the two Managed Care Organizations as well as those in the Premium Assistance Program.

As referenced in the Request for Proposals and in Exhibit C-1 of this contract, this Agreement has the option to extend for up to five (5) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

As a result of the foregoing, New Hampshire competitively bid the provision of non-emergency transportation. The Department released a Request for Bid on July 25, 2016. Four (4) bids were received and evaluated by a team of seasoned Department administrators. The bid sheet is attached.

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

Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.

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

Geographic area served: Statewide

Source of Funds: 86% Federal Funds (CFDA #93.778, U.S. Department of Health & Human Services; Centers for Medicare and Medicaid Services, Medical Assistance Program, Medicaid; Title XIX), 5% Other Funds, and 9% General Funds.

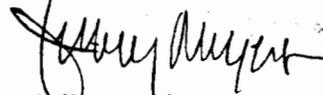
In the event that Federal or Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Deborah H. Fournier, Esq.
Medicaid Director

Approved by:



Jeffrey A. Meyers
Commissioner



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

February 23, 2017

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

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into an agreement with Coordinated Transportation Solutions, Inc. as described below and referenced as DoIT No. 2017-041.

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

The contract amount is not to exceed \$10,439,940 effective April 1, 2017 or upon Governor and Executive Council approval, whichever is later, through December 31, 2018.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Denis Goulet", with a long horizontal line extending to the right.

Denis Goulet

DG/ik
2017-041

cc: Bruce Smith, IT Manager



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

Transportation Management for New Hampshire Health Protection Plan (NHHP) Premium Assistance Program (PAP) Participants And Fee-For-Service (FFS) Participants

RFB-2017-OMBP-02-Trans

RFP Name

RFP Number

Reviewer Names

Bidder Name

1. Coordinated Transportation Solutions, Inc.
2. First Transit, Inc.
3. LeFleur Transportation
4. Medical Transportation Management, Inc.

	Maximum Points	Actual Points
	1400	1282
	1400	997
	1400	1157
	1400	810

1. Mary Fields, Business Systems Analyst I
2. Aparna Bhattarai, Program Planning & Specialist
3. Heather Barto, Administrator III
4. Paul Casey, Business Administrator IV

Subject: Transportation Management for New Hampshire Health Protection Program (NHHPP) Premium Assistance Program (PAP) and Fee-For-Services (FFS) Participants (RFB-2017-OMBP-02-TRANS)

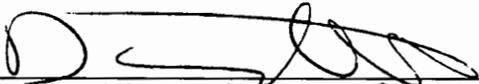
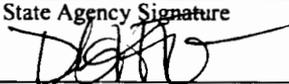
AGREEMENT

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

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.

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Coordinated Transportation Solutions, Inc.		1.4 Contractor Address 35 Nutmeg Drive Suite 120 Trumbull, CT 06611	
1.5 Contractor Phone Number (203) 736-8810 Ext. 102	1.6 Account Number 05-95-47-470010-3099 05-95-47-470010-7949	1.7 Completion Date December 31, 2018	1.8 Price Limitation \$10,439,940
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq., Interim Director		1.10 State Agency Telephone Number (603) 271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory David L. White, President	
1.13 Acknowledgement: State of CONNECTICUT , County of FAIRFIELD On FEB 16, 2017 , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal]		MY COMMISSION EXPIRES 11/30/2020	
MARGUERITE V. BOSS			
ADMINISTRATIVE ASSISTANT TO PRES.			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Deborah H. Fournier, Esq, Medicaid Director	
Date: 2/22/17			
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: Megan A. Yepi - Attorney 3/6/17			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

Subject: Transportation Management for New Hampshire Health Protection Program (NHHP) Premium Assistance Program (PAP) and Fee-For-Services (FFS) Participants (RFB-2017-OMB-02-TRANS)

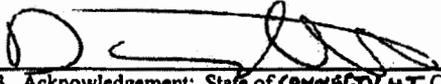
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1.13.1 Signature of Notary Public or Justice of the Peace [Seal]		Marguerite V. Boss MY COMMISSION EXPIRES 11/30/2020	
1.13.2 Name and Title of Notary or Justice of the Peace MARGUERITE V. BOSS ADMINISTRATIVE ASSISTANT TO PRES.			
1.14 State Agency Signature Date:		1.15 Name and Title of State Agency Signatory Deborah H. Fournier, Esq, Medicaid Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



EXHIBIT A SCOPE OF SERVICES

1. Provisions Applicable to All Services

- 1.1. For the purposes of this contract, all references to days shall be calendar days, unless otherwise noted.
- 1.2. The Contractor shall submit detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.3. The Contractor shall confirm client eligibility for non-emergent transportation services through the Department's Medicaid Management Information System (MMIS).
- 1.4. The Contractor shall adhere to all information technology security requirements, as specified in Exhibit A-1, Information Technology Security Requirements.
- 1.5. The Contractor shall:
 - 1.5.1. Ensure Premium Assistance Program (PAP) participants have access to transportation in order to attend non-emergent, Medicaid covered medical and dental appointments, as well as to pick up prescriptions.
 - 1.5.2. Ensure Medicaid Fee-for-Service (FFS) participants eligible for standard Medicaid or the Medicaid Alternative Benefit Plan (ABP) have access to transportation in order to attend non-emergent, Medicaid covered medical and dental appointments, as well as to pick up prescriptions.
 - 1.5.3. Ensure various modes of transportation, including adult medical day, are available for all members, including those members who need special assistance and those members who use durable medical equipment.
 - 1.5.4. Process requests for mileage reimbursements properly submitted by participants, Friends/Family of participants, and Volunteer drivers, in a timely manner.
- 1.6. Contractor shall maintain a NH-specific call center located in NH with access to interpreter services, and accommodations for speech and hearing-impaired clients at no additional cost to individuals.
- 1.7. For the purposes of this contract, the term "Vendor Providers" includes subcontractors or any volunteer drivers who provide direct transportation services to eligible clients pursuant to this Contract, but shall not include



Medicaid participants or their friends or family members who provide transportation for the participant to and from Medicaid covered appointments. The Contractor shall:

- 1.7.1. Coordinate all transportation services by maintaining a network of transportation vendor providers. (The Contractor itself is not the provider of transportation.)
 - 1.7.2. Ensure that the transportation shall be to the nearest, available Medicaid- or Qualified Health Plan- enrolled medical or dental provider of the necessary services via the shortest most economical route;
 - 1.7.3. Ensure that transportation outside of N.H., M.A., M.E., V.T. require prior authorization by the Department; and
 - 1.7.4. Ensure that the transportation being provided is not otherwise available to the member free of charge.
 - 1.7.5. Ensure the transportation provided is the least costly and appropriate mode for each member.
- 1.8. The Contractor shall ensure transportation services are available to and from non-emergent medically necessary Medicaid covered appointments, statewide and, at times, to adjacent states. The Contractor shall use a priority of utilization of transportation which shall be in the following order: recipient's own vehicle; Friends/family transit; bus or other public transportation; volunteer transit and taxi transit. The Contractor shall ask each member whether he/she can drive and if not, whether a friend or family member can provide transportation. If the member cannot drive and does not have a friend/family member to provide transit, the Contractor shall ask the member if the member can access public transportation. If the member cannot access public transportation, the Contractor shall offer to provide transportation via a volunteer driver or taxi service. The Contractor shall reimburse members who drive themselves on a per mile basis and shall also reimburse them for parking fees and tolls. .
- 1.9. The Contractor shall have the capability to accommodate special needs for those who are physically or otherwise disabled such as but not limited to providing special assistance for those members who use durable medical equipment.
- 1.10. The Contractor may require 48 hour notice for non-urgent transportation requests except for transportation requests to methadone clinic services, reimbursement for a member driving him/herself, trips involving bus or rail service or requests that involve friends/family.



- 1.11. The Contractor shall ensure transportation services are available on short notice (less than 24 hours notification) for urgent medically necessary medical appointments or hospital discharges, and the Contractor shall provide all members with written information on how to access transportation on a short notice.
- 1.12. The Contractor shall ensure that vendor providers are paid for transportation for mileage traveled from the pick-up location to the drop-off location. In cases where there are no available Vendor Providers within 20 miles, the Contractor shall pay Vendor Provider the mileage from and back to the starting point.
- 1.13. The Contractor shall ensure that Friends and Family Mileage Reimbursement Program claims are limited to the payment of one claim per trip regardless of the number of passengers. The Contractor shall not pay separately for each passenger.

2. Contactor Obligations

- 2.1. Relationship with Vendor Providers. Contractor shall maintain written Vendor Provider subcontracts with each of its Vendor Providers requiring the Vendor Providers to comply with the terms and conditions of this contract. The form of Contractor's standard Vendor Provider subcontract and any material amendments thereto must comply with applicable law and, upon the Department's request, must be approved in advance by the Department. Upon request, Contractor shall make available to the Department and to any applicable regulatory authority a copy of each of its Vendor Provider subcontracts with Vendor Providers.
- 2.2. List of Vendor Providers. Contractor shall maintain and provide a list of Vendor Providers to the Department upon request and on a monthly basis. The Department expressly reserves the right to reject, suspend or terminate the participation of any Vendor Provider in the provision of non-emergent transportation services as contemplated under this Agreement.
- 2.3. Provision of Covered Services. Contractor, through Vendor Provider subcontracts with Vendor Providers, shall provide, or arrange for the provision of, those non-emergent transportation services described in this Agreement. Each Vendor Provider shall provide all Covered Services in accordance with all legal requirements and recognized industry standards. In providing such services, Vendor Providers shall ensure that Covered Services are provided within the time frames specified in this Agreement.
- 2.4. Operational Standards Criteria. Contractor represents and warrants that Contractor and Vendor Providers shall at all times during this Agreement meet and maintain the Department's operational standards criteria as described in this Agreement, as may be revised from time to time by the Department. Vendor Providers shall not provide Covered Services to Covered Persons



unless and until Vendor Providers have met all requirements and operational standards as described in this Agreement in addition to meeting all requirements and operational standards of the Contractor. Or, if operational standards are delegated to Vendor pursuant to the Delegated Contractor shall supply its written Vendor Provider requirements, policies and procedures to the Department as the Department reasonably requests in order to verify initial and continued compliance with this Agreement. Contractor agrees to provide the Department notice of any additions or deletions to its policies and procedures on a monthly basis.

- 2.5. Determination of Covered Person Eligibility. Contractor shall determine whether a person seeking Covered Services is a Covered Person and shall determine whether the requested service is to a Medicaid covered appointment. If the Department determines that such person was not eligible for coverage at the time the services were rendered or the medical/dental visit was not Medicaid coverable, such services shall not be eligible for payment under this Agreement. In no event shall the Contractor or the Vendor Provider bill the member for Transportation services. Service Protocols. Contractor shall provide policies and procedures detailing service requirements applicable to this Agreement 30 calendar days prior to service start or with the applicable modifications to service provisions.
- 2.6. Compliance with Policies. Contractor shall, and shall cause Vendor Providers through its provider agreements to, comply and cooperate with all applicable Department policies, procedures, rules, and regulations. Additionally, Contractor shall require Vendor Providers to certify and attest to their compliance with all applicable policies, procedures, rules, and regulations. Such policies and procedures are subject to modification by the Department at its discretion, provided that the Department provides Contractor with thirty (30) days prior written notice of material modifications to these policies and procedures.
- 2.7. Performance Standards. Contractor shall, and shall cause Vendor Providers to participate in and cooperate with any performance standards outlined in this Agreement. The Contractor shall submit a plan to the Department within ninety (90) days of the contract effective date that includes, but is not limited to:
 - 2.7.1. A plan to increase and build the local provider network in Coos and Grafton Counties, including proposed targets for increased network capacity.
 - 2.7.2. A plan to increase all members' access to transportation reimbursement and transportation services.



- 2.8. Contractor Call Center. The Contractor shall operate a NH specific call center located in NH, and in operation Monday through Friday, except for state approved holidays. The call center shall be accessible through a statewide toll-free number. The call center shall be staffed with courteous personnel who are knowledgeable about the NHHPP PAP and Medicaid FFS to answer member inquiries.
- 2.8.1. Contractor shall ensure that after regular business hours the member call center is answered by an automated system with the capability to provide callers with information regarding operating hours and instructions on how to obtain emergency medical transportation.
- 2.8.2. Contractor shall ensure that after-hours calls are reviewed within an hour of the member's call and if the request is urgent, that the call is returned within that hour and transportation is scheduled within two hours of the member's request. Non-urgent requests shall be returned on the next business day.
- 2.8.3. At a minimum, excluding weather emergency declarations by the State of New Hampshire, the call center shall be operational:
- 2.8.3.1. Monday thru Friday : 8:00 am EST to 6:00 pm EST; and
- 2.8.3.2. During major program transitions, or peak events, as determined by DHHS, additional hours and capacity shall be accommodated by the Contractor subject to mutual agreement in accordance with Paragraph 18 of Form P-37 of this Contract.
- 2.8.4. The Contractor shall develop a means of coordinating its call center with the DHHS Customer Service Center.
- 2.8.5. The Contractor shall develop a warm transfer protocol for members who may call the incorrect call center to speak to the correct representative. Should the Contractor establish capacity to provide monthly reports to DHHS on the number of warm transfers made and the program to which the member was transferred, those reports shall be provided at the end of the first month of established functionality.
- 2.8.6. The Contractor shall establish a member hotline that shall be an automated system that operates outside of the call center standard hours, Monday through Friday and at all hours on weekends and holidays, which shall be capable of accepting, recording and providing instructions to incoming callers.
- 2.8.7. The Contractor shall have a comprehensive plan to handle call volume that exceeds staff capacity. The plan shall include the



capacity to roll calls over by shifting resources to accommodate within one hour of the increase in call volume.

- 2.8.8. The Contractor shall ensure call center staff verify each caller's identity using at least two points of verification through the MMIS system.
- 2.8.9. The Contractor shall develop telephone scripts, as approved by the Department, which shall be used by call center staff.
- 2.8.10. The Contractor shall ensure the telephone system used to provide services meets or exceeds the following requirements:
 - 2.8.10.1. Capability of transferring calls to the Department's Voice Over Internet Protocol (VOIP) system.
 - 2.8.10.2. Capability of accepting inbound and placing outbound calls.
 - 2.8.10.3. Ability to transfer calls received that have unique circumstances or situations that will need to be transferred to the Department.
 - 2.8.10.4. Ability to route calls to specific queues, such as an automatic call distribution system. The system used during regular business hours shall:
 - 2.8.10.4.1. Provide information about the Department's website.
 - 2.8.10.4.2. Ability to track call statistics necessary to provide reports specific to this contract.
- 2.8.11. The Contractor shall permit the Department to monitor live calls while on-site at the call center. The Contractor shall make available the same business day digital files of calls received, when requested by the Department.
- 2.9. Grievance and Appeal Procedures. Contractor shall, and shall cause Vendor Providers to:
 - 2.9.1. Cooperate with the Departments Covered Person grievance and appeal procedures.
 - 2.9.2. Report to the Department all communications from and with Covered Persons relating to Covered Person benefit determinations, complaints, grievances, appeals.
 - 2.9.3. Resolve all, member grievances, within thirty (30) calendar days from the date the grievance was received. For grievances involving Vendor Providers, the Contractor shall provide a written report to the Department that indicates how the grievance was resolved, including



- whether the Vendor Provider was cited or issued a corrective action plan.
- 2.9.4. Inform Covered Persons regarding the State Fair hearing process for adverse determinations or denials of requested services, including but not limited to, members right to a State fair hearing and how to obtain a State fair hearing in accordance with this Agreement and N.H. Administrative Rule He-C 200. If a member does not agree with the Contractor's denial, the member may file a request for a State fair hearing within thirty (30) days of the date on the Contractor's notice of resolution of the appeal or final adverse determination letter.
- 2.9.5. Provide to the Department all supporting documentation and records relating to the denial and the request for a state fair hearing appeal within three (3) calendar days from the date the appeal was received by the Department.
- 2.9.6. The Contractor or its designee shall defend its decision for adverse determination or denial of requested services on a member's appeal at the State Fair Hearing, at no additional cost. DHHS staff member will accompany Contractor to Fair Hearing.
- 2.10. Non-Solicitation. During the term of this Agreement, or any renewal thereof, and for a period of six (6) months from the date of termination, Contractor shall not, and shall ensure that Vendor Providers do not:
- 2.10.1. Advise, counsel or solicit any Covered Persons to end enrollment with a Plan, and will not solicit any Covered Persons to become enrolled with any other Plan, or other hospitalization or medical payment plan or insurance policy, for any reason.
- 2.10.2. Interfere in any manner with Department's contractual relationships including but not limited to those with other transportation or health care providers.
- 2.11. Network Adequacy. Contractor shall ensure a sufficient number of vehicles in-network, in accordance with the needs of Covered Persons and the standards identified within this Agreement, as may be amended from time to time. The composition of the types of vehicles in-network must be reflective of the needs of Covered Persons.
- 2.11.1. Contractor must demonstrate network adequacy to the Department sixty (60) days prior to Service Start, and every six (6) months or upon request thereafter in accordance with this Agreement. If at any time the Department identifies inadequacy in the network through any performance related deficiencies as outlined in this Agreement or otherwise identifies that there is a need for additional network



capacity, the Department shall have the right to require Contractor to increase network capacity.

2.11.2. Contractor shall provide a plan for increasing network capacity within fifteen (15) calendar days of the Department identifying network inadequacy for Department approval. Once approved, Contractor shall execute said network capacity plan as expeditiously as possible.

2.12. RESERVED.

2.13. Contractor Provider Listings. Contractor agrees that the Department may use Contractor's and any Vendor Provider's name in marketing, advertisement, and Covered Person information materials, including provider and related directories. Vendor Providers may list the Department as among the organizations for which they provide Covered Services, but shall not otherwise use the Department's name without the Department's written consent. Contractor may permit Vendor Providers to display signs identifying the Department within Vendor Providers' vehicles, provided such signage has been approved or provided by the Department.

2.14. Compliance with Laws. Contractor shall, and shall contractually require Vendor Providers to, carry out all obligations under this Agreement and to provide Covered Services in a manner prescribed under applicable federal and State laws, regulations, administrative rules, and codes, as well as the Department's applicable policies and procedures. This Agreement shall be subject to the applicable material terms of the Agreement.

2.15. Covered Person Communication. Contractor shall not, and shall ensure that Vendor Providers do not, direct marketing efforts at any Covered Person. Contractor shall, and shall require Vendor Providers to conduct all communications with Covered Persons in a respectful manner.

2.16. Contractor Provider Outreach. Contractor shall have at least annual town hall meetings with Vendor Providers to discuss and resolve outstanding issues, conduct training, or any other reasonable purpose. In addition, maintain a dedicated toll free line for transportation providers to call with any inquiries, complaints, training needs, etc.

2.17. Information Systems. Contractor shall maintain such information data systems necessary to provide data as required by this Agreement. Contractor shall be responsible for the costs and expenses it incurs in relation to the establishment and maintenance of such systems.

2.18. Department Exclusive Vendor Providers. Contractor shall accommodate Department requests to maintain exclusive Vendor Provider relationships (not in the Vendor network) for the exclusive use of Covered Person.



- 2.19. Overpayments: Contractor shall promptly, but no later than within fifteen (15) business days after receiving notice from the State, or on self-discovery by the Vendor, return to the State the full amount of any overpayment or erroneous payment made by the State,
- 2.20. File Reviews. The Contractor shall give the Department access, upon request, to its files to support any federal or state audit inquiries handled by the Department's Program Integrity Unit. Upon request, Vendor shall provide copies of requested files. The Department has the right to request records directly from Vendor Providers for oversight monitoring.

3. Contractor/Department Engagement

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



- 3.4.2. Contractor shall be required to implement a communications plan, as approved by the Department, to support the effective communications to Vendor Providers and local operations.
- 3.4.3. Contractor shall prepare a training program for Department designated staff persons, to occur prior to the service start date, containing information as mutually agreed upon by both parties.
- 3.5. Staffing Ratio. Contractor shall maintain staffing ratios sufficient to meet or exceed the service expectations and obligations of this Agreement. Contractor shall provide the Department with an initial staffing ratio within thirty (30) days of execution of this Agreement for Department approval. Contractor staffing ratios shall be provided by Contractor to the Department on a quarterly basis. In the event of an anticipated change in service, such as an additional Product Attachment, the Department shall provide Contractor with advanced notice in accordance with this Agreement. Contractor shall provide the Department with revised staffing ratios to account for any anticipated change in service within thirty (30) calendar days of notification. The Department and Contractor agree to confer in good faith regarding dedicated Vendor staffing with respect to the services outlined in this Agreement.
- 3.6. Agreement Closeout.
- 3.6.1. During the closeout period, the Contractor shall work cooperatively with and supply program information to, any subsequent contractor and DHHS.
- 3.6.2. The Contractor shall continue to submit the information and records required under this Agreement within the time frames required.
- 3.6.3. Effective fourteen (14) calendar days prior to the last day of the closeout period, the Contractor shall work cooperatively with the new Contractor to process service authorization requests received. Disputes between the Contractor and the new contractor regarding service authorizations shall be resolved by DHHS.
- 3.6.4. The Contractor shall be financially responsible for all other approved services when the service is provided on or before the last day of the closeout period.
- 3.7. Compliance with rules to ensure Federal financial participation. Contractor shall ensure compliance with 42 CFR 440.170(a)(4)(ii) paragraphs (A) through (E). Federal financial participation is available at the medical assistance rate for the cost of a written brokerage contract that:
- 3.7.1. 42 CFR 440 170(a)(4)(ii)(A) Except as provided in paragraph (a)(4)(ii)(B) of this section, prohibits the broker (including contractors, owners, investors, Boards of Directors, corporate officers, and

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employees) from providing non-emergency medical transportation services or making a referral or subcontracting to a transportation service provider if:

- 3.7.1.1. 42 CFR 440.170(a)(4)(ii)(A)(1) The broker has a financial relationship with the transportation provider as defined at § 411.354(a) of this chapter with "transportation broker" substituted for "physician" and "non-emergency transportation" substituted for "DHS"; or
- 3.7.1.2. 42 CFR 440.170(a)(4)(ii)(A)(2) The broker has an immediate family member, as defined at § 411.351 of this chapter, that has a direct or indirect financial relationship with the transportation provider, with the term "transportation broker" substituted for "physician."
- 3.7.2. 42 CFR 440.170(a)(4)(ii)(D) In referring or subcontracting for non-emergency medical transportation with transportation providers, a broker may not withhold necessary non-emergency medical transportation from a Medicaid beneficiary or provide non-emergency medical transportation that is not the most appropriate and a cost-effective means of transportation for that beneficiary for the purpose of financial gain, or for any other purpose.
- 3.7.3. 42 CFR 440.170(a)(4)(ii)(E) The non-Federal share of all Medicaid payments under the transportation brokerage program must be in compliance with applicable Federal requirements in sections 1902(a)(2) and 1903(w) of the Act, and applicable Federal regulations set forth at § 433.50 through § 433.74 of this chapter.

4. Technology Requirements

- 4.1. 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.
- 4.2. Reporting Systems. Contractor shall maintain the technology necessary to support the production of reports including, but not limited to: assigned trips; completed trips; member no-shows; provider no-shows; rejected trips; and cancelled trips, and costs for trips.
- 4.3. Online Functionality. Vendor shall implement online system for submitting claims and mileage Contractor information.
- 4.4. Electronic Data Interchange (EDI) transaction processing and interfacing with the NH MMIS for member eligibility verification: Vendors shall verify member NHHPP eligibility for the date of service either by submitting an ASC X12N 270 eligibility inquiry transaction and receiving the 271 eligibility inquiry response,



submitting an online eligibility verification request, or calling the automated voice response system. Failure to confirm eligibility for the date of service will result in claims not being paid if the member is determined during claims processing not to be eligible.

- 4.5. Electronic Data Interchange Member Enrollment Processing – Contractor shall receive and process member benefit plan enrollment data from the MMIS in the form of an ASC 834 Benefit Enrollment transaction if the vendor chooses to receive member enrollment data.
- 4.6. Electronic Data Interchange Claims Processing – will receive capitation payment information from MMIS using the ASC X12N 820 Professional transaction or other supplemental payment reports.
- 4.7. Electronic Data Interchange Encounter Data– Contractor will submit encounter data at least weekly to the MMIS using the ASC X12 837 Professional transaction standard.

5. Vendor Provider Requirements

- 5.1. The Contractor shall ensure all Vendor Providers are compliant with the following requirements, which shall be included as minimum requirements in all Vendor Providers subcontracts. Requirements include, but are not limited to:
 - 5.1.1. Confidentiality. Vendor Providers shall treat every aspect of Covered Services as confidential, including the fact of Department eligibility and/or enrollment and any or all information pertaining to a Covered Person's physical or mental health status or condition. Each Vendor Providers shall execute a valid HIPAA subcontractor agreement with Vendor pursuant to the terms of Vendor's Business Associate Agreement with the Department.
 - 5.1.2. Hold Harmless. Vendor Providers shall accept the amounts paid by Vendor for Covered Services furnished to Covered Persons as payment in full and in no event, including but not limited to nonpayment by Payor or Vendor, Payor's or Vendor's insolvency, or breach of Vendor's agreement with the Vendor Provider, shall the Vendor Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from or have any recourse against a Covered Person, the Department, the Payor (if the Payor has made payments in accordance with this Agreement) or parties other than Vendor for Covered Services provided to Covered Persons in accordance with this Agreement.
 - 5.1.3. Legal Compliance.



- 5.1.3.1. Compliance, Licensure and Certifications. Vendor Providers and, as applicable, any drivers employed or contracted by Vendor Providers, shall comply with all applicable local, state, and federal laws and regulations, and shall hold in good standing any and all licenses and certifications required under such laws and regulations for the provision of Covered Services.
- 5.1.3.2. Safety and Comfort Standards. Vendor Providers shall comply with all applicable local, state, and federal transportation safety standards, Department policies and procedures and applicable industry and accreditation standards relating to passenger safety and comfort, including but not limited to:
- 5.1.3.2.1. Requirements relating to the maintenance of vehicles and equipment.
 - 5.1.3.2.2. Passenger and wheelchair accessibility.
 - 5.1.3.2.3. Availability and functioning of seat belts.
- 5.1.4. Insurance. Section 5.1.4. through 5.1.4.4. apply to commercial vendor providers and not to volunteer providers. Insurance requirements for volunteer providers are set forth in Section 5.1.4.5. Throughout the term of the subcontract with Vendor, and for so long as Vendor Provider is providing Covered Services in accordance with this Agreement, Vendor Provider shall obtain and maintain insurance, including but not limited to automobile liability insurance and general commercial liability insurance, as is necessary to provide coverage for losses and liabilities arising out of the acts and/or omissions of Vendor Providers (or their respective employees and/or agents) in the performance of, or injuries sustained during the provision of, Covered Services to Covered Persons as contemplated in this Agreement.
- 5.1.4.1. For commercial vendor providers ("Vendor Providers"), such insurance coverage shall be in amounts that are in 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 person for any one accident, including coverage for all owned, hired, or non-owned vehicles, as applicable.

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- 5.1.4.2. Such insurance coverage shall list the Contractor and the Department as additional insureds, and shall be evidenced by certificates of insurance issued by one or more insurance companies licensed to do business in New Hampshire, containing a thirty (30) day notice of cancellation endorsement.
- 5.1.4.3. Vendor Providers shall forward copies of such certificates of insurance to the Vendor prior to commencement of Covered Services, and shall issue to the Contractor and the Department, at any time upon request, copies of any applicable certificates of insurance, renewal, surcharge, cancellation notice, and/or verification of coverage.
- 5.1.4.4. Vendor Providers shall provide the Contractor with at least fifteen (15) days advance written notice in the event of cancellation, restriction or non-renewal of any insurance coverage required herein.
- 5.1.4.5. Volunteer drivers shall obtain and maintain insurance, including but not limited to automobile liability insurance as is necessary to provide coverage for losses and liabilities arising out of the acts and/or omissions of the Volunteer driver.

5.1.5. Performance Commitments.

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

- 5.1.5.1.1. Arrange for alternative transportation, if practicable.
- 5.1.5.1.2. Complete an investigation into the root cause of the no-show, with findings reported to the Department within ten (10) business days.
- 5.1.5.1.3. Develop a plan to ensure sustainable performance of transportation for affected Covered Persons.

5.1.5.2. Vendor Corrective Action Plans.

- 5.1.5.2.1. If there are greater than two (2) Vendor Provider no shows within a thirty (30) calendar day time

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period for a unique, individual Covered Person, the Contractor shall immediately take steps to resolve identified risks with Vendor Provider, including but not limited to, investigation of no-show circumstances.

5.1.5.2.2. If there are four (4) Vendor Provider no-shows within a thirty (30) calendar day time period affecting one or more Covered Person(s), Contractor shall implement a Vendor Corrective Action Plan (CAP) for Vendor Provider. The CAP must be sent to the Department, followed by a summary report when CAP is completed.

5.1.5.3. Vendor Provider No-Show Responsibility. The Contractor shall be responsible for facilitating the subsequent rescheduling of transportation following a Vendor Provider no-show, Vendor Provider cancellation less than twenty-four (24) hours in advance or Vendor failure to identify a Vendor Provider for a trip. The Contractor shall be responsible for any fees or costs incurred by the Department or Covered Person as a result of the no-show or late cancellation. Any such fees shall be deducted from Contractor's compensation as outlined Section 7, Performance Measures and Penalties.

5.1.5.4. Vendor refueling. Vendor providers shall not be permitted to refuel vehicles while the vendor provider is transporting a member.

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

5.1.5.6. Trip Assignment. The Contractor shall ensure trips are scheduled within or before the required advance notice period, as mutually defined by the parties, are assigned to a Vendor Provider. If no Vendor Provider is found, the Vendor shall:

5.1.5.6.1. Communicate such to the Covered Person at least twenty-four (24) hours before the scheduled

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trip time. Facilitate subsequent transportation arrangements.

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

5.1.5.8. Claims Processing. The Contractor must process ninety-five percent (95%) of all Vendor Provider clean claims and member or friends/family mileage reimbursement requests within thirty (30) calendar days from date of clean claim receipt, and one hundred percent (100%) of the claims within sixty (60) days. Contractor shall not process non clean claims.

5.1.5.9. Call Recordings. The Contractor shall produce call recordings requested by the Department within one (1) business day of request.

5.1.5.10. Vendor Provider Monitoring. The Contractor shall submit to the Department for approval a plan for a Vendor Performance report card including standards and quantitative metrics.

5.1.5.10.1. Vendor Providers receiving a score of less than ninety five percent (95%) for successive monitoring periods shall be put on a Corrective Action Plans.

5.1.5.10.2. The terms of the CAP shall be made available to the Department. In its sole discretion, the Department may request termination of a Vendor Provider for failure to successfully perform under a CAP.

5.1.6. Vehicle Standards and Safety Inspections. The Contractor shall monitor Vendor Providers to ensure compliance with the vehicle and safety standards outlined in this section.

5.1.6.1. Condition of Vehicle and Safety Equipment. Vehicles used in the provision of Covered Services ("Vehicles"), shall be properly maintained for the Covered Persons' comfort and safety. Such maintenance includes, but is not limited to, ensuring the following:

5.1.6.1.1. Interior of Vehicles must be clean and well-maintained.



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



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

5.1.6.2. Vehicle Maintenance.

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

5.1.6.2.1.1. Manufacturer's safety and mechanical operating and preventive maintenance standards inclusive of tire inflation and tread groove pattern; and

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

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

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- 5.1.6.2.2.1. Identification of the vehicle, including make, model and license number or other means of positive identification and ownership.
 - 5.1.6.2.2.2. Date, mileage, type of inspection, maintenance, lubrication or repair performed, and a description of each.
 - 5.1.6.2.2.3. If not owned by Vendor Provider, the name of any person or lessor furnishing any vehicle.
 - 5.1.6.2.2.4. The name and address of any entity or contractor performing an inspection, maintenance, lubrication or repair.
- 5.1.6.3. Information Displayed. All vehicles of Commercial vendors shall have:
- 5.1.6.3.1. The Vendor Provider's name, vehicle number (if applicable), and the Contractor's phone number prominently displayed within the interior of each vehicle.
 - 5.1.6.3.2. Instructions for normal and emergency operation of the lift or ramp shall be carried or displayed in every vehicle.
 - 5.1.6.3.3. Information noted in Section 2.1.6.1.3., above.
- 5.1.6.4. ADA. Vehicles of Commercial vendors shall comply with the American's with Disabilities Act (ADA) regulations. Any vehicles used for the purpose of transporting individuals with disabilities (paratransit) shall meet the requirements set forth in 49 CFR Part 38, hereby incorporated by reference, and the following:
- 5.1.6.4.1. Installation of a wheelchair lift or ramp shall not cause the manufacturer's GVWR, gross axle weight rating or tire rating to be exceeded.
 - 5.1.6.4.2. Except in locations within three and one half (3½) inches of the vehicle floor, all readily accessible exposed edges or other hazardous protrusions of parts of wheelchair lift assemblies or ramps that



are located in the passenger compartment shall be padded with energy absorbing material to mitigate injury in normal use and in case of a collision. This requirement shall also apply to parts of the vehicle associated with the operation of the lift or ramp.

- 5.1.6.4.3. The controls for operating the lift shall be at a location where the driver or lift attendant has a full view, unobstructed by passengers, of the lift platform, its entrance and exit, and the wheelchair passenger, either directly or with partial assistance of mirrors. Lifts located entirely to the rear of the driver's seat shall not be operable from the driver's seat, but shall have an override control at the driver's position that can be activated to prevent the lift from being operated by the other controls (except for emergency manual operation upon power failure).
- 5.1.6.4.4. The installation of the wheelchair lift or ramp and its controls and the method of attachment in the vehicle body or chassis shall not diminish the structural integrity of the vehicle nor cause a hazardous imbalance of the vehicle. No part of the assembly, when installed and stowed, shall extend laterally beyond the normal side contour of the vehicle or vertically beyond the lowest part of the rim of the wheel closes to the lift.
- 5.1.6.4.5. Each wheelchair lift or ramp assembly shall be legibly and permanently marked by the manufacturer or installer with the following minimum information:
 - 5.1.6.4.5.1. The manufacturer's name and address.
 - 5.1.6.4.5.2. The month and year of manufacture.
 - 5.1.6.4.5.3. A certificate that the wheelchair lift or ramp securement devices, and their installation, conform to State requirements applicable to accessible vehicles.

5.1.6.5. Vehicle State Inspection Requirement.



- 5.1.6.5.1. Vendor Provider shall ensure all vehicles are inspected and meet state inspection standards. Vendor Providers identified in this section, exclude public transportation/mass transit, which are required to comply with federal and state requirements and inspections. All vehicles used to transport Covered Persons shall be state inspected and registered in accordance with state law prior to the provision of services. Records and documentation of annual state as well as documentation of any required corrective actions shall be retained, for compliance review, a minimum of seven (7) years by the Vendor Provider.
- 5.1.6.5.2. Vendor Provider shall obtains and provide to the Vendor the relevant documentation that the vehicle meets the standards prescribed by law and is safe for transportation services. Documentation of the state inspection shall include:
- 5.1.6.5.2.1. Identification of the individual(s) performing the inspection.
 - 5.1.6.5.2.2. The date of inspection.
 - 5.1.6.5.2.3. Identification of the vehicle inspected.
 - 5.1.6.5.2.4. Identification of the equipment and devices inspected including the identification of equipment and devices found deficient or defective (specifically identify corrections required in order for the Vendor Provider vehicle to meet the requirements of the state inspection.).
 - 5.1.6.5.2.5. Identification of deficient or defective items and notice of the actions taken to complete the corrective the deficiencies.
- 5.1.6.5.3. For taxis and any other commercial vehicles, Vendor Provider shall ensure all vehicles are



maintained and operated in accordance with town or city municipal ordinances or code in addition to any applicable state or federal law requirements.

5.1.6.6. Vendor Provider Pre-Service Inspections.

5.1.6.6.1. Contractor shall require Vendor Providers to complete an inspection of all vehicles prior to the provision of services each day. The inspection shall ensure the vehicle is safe, clean and in good working order. The Vendor Provider shall not permit the provision of services and shall report to the Vendor, all defects and deficiencies that are likely to affect safe operation or cause mechanical malfunctions that result in the discontinuation of vehicle use in their fleet. The Vendor Provider shall make available upon request of the Vendor, documentation of a vehicle's corrective action when safe operation was in question in accordance with the above.

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

5.1.6.6.2.1. Service and Parking Brakes;

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

5.1.6.6.2.3. Steering;

5.1.6.6.2.4. Horn;

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

5.1.6.6.2.6. Windshield wipers;

5.1.6.6.2.7. Mirrors;

5.1.6.6.2.8. Passenger doors and seats;

5.1.6.6.2.9. Exhaust systems;

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5.1.6.6.2.10. Equipment for transporting wheelchairs; and

5.1.6.6.2.11. Safety and security and emergency equipment.

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

5.1.6.6.4. Records of Commercial Vendor Provider daily pre-operational inspections shall be maintained for compliance review for a period no less than seven (7) years.

5.1.7. Driver Standards.

5.1.7.1. Driver Responsibility and Training.

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

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

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

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

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



and procedural training and testing in the following:

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

5.1.7.2. Driver Selection, Reporting and Maintenance of Records.

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

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

5.1.7.2.1.2. Review of driver applicant's criminal background and Division of Motor Vehicles record, including review of both personal and commercial or business driving record five (5) years in arrears, which shall verify that the driver applicant has not:

5.1.7.2.1.2.1. Had more than three (3) moving violations and/or accidents within the last three (3) years and that the applicant or employee has had no more than

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two (2) moving violations, two (2) accidents or a combination of more than two (2) moving violations and/or accidents within the last twelve (12) months.

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

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

5.1.7.2.2. Vendor Provider and drivers are required to report fraudulent use of transportation services to the Contractor, who is responsible for reporting fraudulent activity to the Department;

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

5.1.7.2.4. Commercial Vendor Provider shall maintain records:

5.1.7.2.4.1. Associated with the appropriate vetting and selection of its drivers, including background checks and records of the driver's completed training.

5.1.7.2.4.2. For tracking of preventive and routine vehicle service for a minimum period of seven (7) years, including daily inspection reports.

5.1.7.2.4.3. Any documents required as a part of this agreement.

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5.1.7.3. Driver Safety Obligations. Vendor Provider shall ensure that all drivers satisfy the following requirements:

- 5.1.7.3.1. Drivers shall maintain a valid driver's license and shall comply with state and federal regulations for vehicle transport on roadways.
- 5.1.7.3.2. No driver shall use alcohol, narcotics, illegal drugs or drugs that impair ability to perform while on duty.
- 5.1.7.3.3. No driver shall operate a vehicle when impaired as described above and if impaired by illness or fatigue.
- 5.1.7.3.4. Drivers may not assist wheelchair passengers up or down more than one (1) step, unless it is determined by the Covered Person or guardian and driver that it can be performed safely.
- 5.1.7.3.5. The driver shall ensure the safe transport of children in accordance with state law, including the proper installation and use of a car seat based on the age and height of the child.
- 5.1.7.3.6. Vehicle transfer points shall provide shelter, security and safety of Covered Persons;
- 5.1.7.3.7. Drivers shall not:
 - 5.1.7.3.7.1. Operate a vehicle with inoperable passenger doors or with the doors in the open position.
 - 5.1.7.3.7.2. Leave the vehicle unattended in an unsafe condition with passenger(s) aboard at any time.
 - 5.1.7.3.7.3. Permit use of the vehicle in a manner not permitted by the construction or design of the vehicle.
 - 5.1.7.3.7.4. Operate any vehicle with recapped, regrooved or retreaded tires on the steering axle.
 - 5.1.7.3.7.5. Operate unclean vehicles or vehicles containing strong odors.
- 5.1.7.3.8. The Vendor Provider shall not:



- 5.1.7.3.8.1. Permit or require a driver to drive more than twelve (12) hours in any one twenty-four (24) hour period. The driver is not permitted to drive until the driver fulfills the requirement of eight (8) consecutive hours off duty.
- 5.1.7.3.8.2. Refuel vehicles in a closed building.
- 5.1.7.3.9. The Vendor shall establish procedures for drivers to deal with situations in which emergency care is needed for Covered Persons that they have been assigned to transport.
- 5.1.7.3.10. For safety and protection of the public due to conditions such as adverse weather, disaster, security threat, a road or traffic condition, medical emergency, or an accident.
- 5.1.7.4. Driver Service Obligations. Vendor Provider shall ensure that all drivers satisfy the following requirements:
 - 5.1.7.4.1. All drivers shall wear or have visible, easily readable proper identification;
 - 5.1.7.4.2. Drivers shall offer boarding assistance if necessary or requested to the seating portion of the vehicle. Boarding assistance shall include but not be limited to:
 - 5.1.7.4.2.1. Opening and closing the vehicle door.
 - 5.1.7.4.2.2. Fastening the seat belt.
 - 5.1.7.4.2.3. Storage of mobility assistive devices.
 - 5.1.7.4.3. Drivers shall not refuel when passengers are in the vehicle.
 - 5.1.7.4.4. Drivers shall only pick up and deliver Covered Persons to locations assigned by Vendor.
 - 5.1.7.4.5. Vendor Drivers shall speak English.
 - 5.1.7.4.6. Vendor Drivers shall be courteous at all times with their passengers.
 - 5.1.7.4.7. Covered Persons property that can be carried by the passenger and/or driver may be stored safely

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on the vehicles at no additional charge. The driver shall provide safe and secure transportation of the following items, as applicable, within the capabilities of the vehicle:

- 5.1.7.4.7.1. Wheelchairs.
- 5.1.7.4.7.2. Child seats.
- 5.1.7.4.7.3. Stretchers.
- 5.1.7.4.7.4. Secured oxygen.
- 5.1.7.4.7.5. Personal assistive devices.
- 5.1.7.4.7.6. Intravenous devices.
- 5.1.7.4.8. Driver's shall identify themselves by name and company in a manner that is conducive to communications with a specific passenger, upon pick up of each Covered Person, group of Covered Persons, or representative guardian or associate of Covered Person except in situation where the driver transports the Covered Person on a recurring basis.
- 5.1.7.4.9. Driver's shall not:
 - 5.1.7.4.9.1. Leave the vehicle unattended with passenger(s) aboard for longer than five (5) minutes.
 - 5.1.7.4.9.2. Wear strong fragrances, eat, drink, smoke, or text in the vehicle unless medical necessity, exclusive to fluid consumption, is required for sustenance during transport.
- 5.1.7.4.10. The paratransit driver shall provide the Covered Person with boarding assistance, if necessary or requested, to the seating portion of the vehicle. The boarding assistance shall include, but not be limited to, opening the vehicle door, fastening the seat belt or utilization of wheel chair securement devices, storage of mobility assistive devices and closing the vehicle door. In the door-through-door paratransit service category, the driver shall open and close doors to buildings, except in situations in which assistance in opening and/or closing

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building doors would not be safe for passengers remaining in the vehicle. The driver shall provide assisted access in a dignified manner.

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

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6. Reporting Requirements

- 6.1. The Contractor shall provide all performance reports to the Department as specified in Table 6.1-A;
- 6.2. The Department shall provide specifications for all performance reports in Table 6.1-A;
- 6.3. The Contractor shall meet the performance standards indicated in Table 6.1-A; and
- 6.4. Failure to meet performance standards may result in liquidated damages as indicated in Table 6.1-A.

TABLE 6.1-A Performance Reports and Liquidated Damages

Reporting Reference ID	Name	Type	Measure Data Period	Standard Due Date	First Date Required	Standard	Liquidated Damages
CLAIM.01	Timely Clean Claims Processing Within 30 Calendar Days	Measure	Numerator and denominator calculated daily / summary measure reported monthly	45 calendar days after end of reporting period		95%	\$1,000 for each tenth of a percentage point below the standard.
CLAIM.02	Claims Quality Assurance: Claims Processing Accuracy	Measure	Quarterly	45 calendar days after end of reporting period		>98%	\$1,000 for each tenth of a percentage point below the specified accuracy rate, assessed on a monthly basis.

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New Hampshire Department of Health and Human Services
 Transportation Management for New Hampshire Health Protection Program (NHHPP)
 Premium Assistance Program (PAP) and Fee For Service Participants

TABLE 6.1-A Performance Reports and Liquidated Damages

Reporting Reference ID	Name	Type	Measure Data Period	Standard Due Date	First Date Required	Standard	Liquidated Damages
COMMUNICATION.01	Communications Plan	Plan	Annually	August 31st	Within 14 calendar days of the execution of the agreement		
EMERGENCY.01	Emergency and Disaster Recovery Plan	Plan	Annually	August 31st	Within 60 days of the execution of the agreement.		
FINANCIAL.01	Standard Audited Annual Financial Statements	Narrative Report	Annually	2 months after the end of the calendar year			
FINANCIAL.02	Vendor Provider Reimbursement Rates	Table	Annually	December 31st	Within 30 days of the execution of the agreement		
FWA.01	Fraud Waste and Abuse Report	Narrative Report	Quarterly	2 months after end of reporting period			
GRIEVANCE.01	Member Grievance Log	Table	Monthly	20 calendar days after end of reporting period			

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New Hampshire Department of Health and Human Services
 Transportation Management for New Hampshire Health Protection Program (NHHPP)
 Premium Assistance Program (PAP) and Fee For Service Participants

TABLE 6.1-A Performance Reports and Liquidated Damages

Reporting Reference ID	Name	Type	Measure Data Period	Standard Due Date	First Date Required	Standard	Liquidated Damages
GRIEVANCE.02	Member Grievance Dispositions Resolved Within 14 Calendar Days	Measure	Quarterly	2 month after end of reporting period		100%	\$0.01 PMPM each quarter acceptance rate is not met.
GRIEVANCE.03	Member Grievance Rate	Measure	Quarterly	2 month after end of reporting period		<1%	\$0.01 PMPM each quarter acceptance rate is not met.
MEMCOMM.01	Member Communications: Average Speed to Answer Within 90 Seconds	Measure	Monthly	20 calendar days after end of reporting period		>95%	
MEMCOMM.02	Member Communications: Average Wait Time and Hold Status of Less than 4 Minutes	Measure	Monthly	20 calendar days after end of reporting period		>95%	
MEMCOMM.03	Member Communications: Average Calls Abandoned	Measure	Monthly	20 calendar days after end of reporting period		≤5%	\$1,000 per percentage point above the standard.
MEMCOMM.04	Member Communications: Average Call Blockage	Measure	Monthly	20 calendar days after end of reporting period		0%	\$1,000 per percentage point above the standard.

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New Hampshire Department of Health and Human Services
 Transportation Management for New Hampshire Health Protection Program (NHHPP)
 Premium Assistance Program (PAP) and Fee For Service Participants

TABLE 6.1-A Performance Reports and Liquidated Damages

Reporting Reference ID	Name	Type	Measure Data Period	Standard Due Date	First Date Required	Standard	Liquidated Damages
MEMCOMM.05	Member Communications: Voice Mails Returned by Next Business Day	Measure	Monthly	20 calendar days after end of reporting period		>95%	
MILEAGE.01	Utilization of Mileage Reimbursement Program	Table	Monthly	2 months after the end of the reporting period.			
NEMT.01	NEMT Requests Delivered by Mode of Transportation	Measure	Quarterly	2 month after end of reporting period			
NEMT.02	NEMT Request Authorization Approval Rate by Mode of Transportation	Measure	Quarterly	2 months after end of reporting period			
NEMT.03	NEMT Schedule Trip Results by Outcome	Measure	Quarterly	2 months after end of reporting period			
NEMT.04	NEMT Services Delivered by Type of Medical Service	Measure	Quarterly	2 months after end of reporting period			
NEMT.05	NEMT Service Use by Population	Measure	Quarterly	2 months after end of reporting period			

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TABLE 6.1-A Performance Reports and Liquidated Damages

Reporting Reference ID	Name	Type	Measure Data Period	Standard Due Date	First Date Required	Standard	Liquidated Damages
NEMT.06	NEMT Scheduled Trip Member Cancellations by Reason for Member Cancellation for Contracted Providers	Measure	Quarterly	2 months after end of reporting period			
NEMT.07	NEMT Scheduled Trip On-time Provider Rate	Measure	Quarterly	2 months after end of reporting period			
NEMT.08	NEMT Scheduled Trips Assigned Within the Advanced Notice Period	Measure	Quarterly	2 months after end of reporting period		>98%	
NEMT.09	NEMT Vendor No Show Rate	Measure	Quarterly	2 months after end of reporting period		>1%	\$0.01 PMPM each quarter the target is not met.
NETWORK.01	Comprehensive Provider Network and Member Access Plan	Plan	Annually	September 30th	60 calendar days prior to the start of services.		
NETWORK.02	Comprehensive Provider Network and Member Access Report	Narrative Report	Quarterly	2 months after end of reporting period			
NETWORK.03	Comprehensive Network Filing	Table	Annually	September 30th			

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New Hampshire Department of Health and Human Services
 Transportation Management for New Hampshire Health Protection Program (NHHPP)
 Premium Assistance Program (PAP) and Fee For Service Participants

TABLE 6.1-A Performance Reports and Liquidated Damages

Reporting Reference ID	Name	Type	Measure Data Period	Standard Due Date	First Date Required	Standard	Liquidated Damages
PMP.01	Performance Management and Compliance Plan	Plan	Annually	August 31st	Within 90 days of the execution of the agreement.		
PROVTERM.01	Provider Termination Log	Table	As needed	Within 15 calendar days of the notice of termination or effective date, whichever is sooner			
VEHICLESAFETY.01	Vehicle Daily Safety Inspections	Measure	Quarterly	2 months after end of reporting period			
VEHICLESAFETY.02	Vehicle Daily Safety Inspection Passed	Measure	Quarterly	2 months after end of reporting period		≥95%	\$2,500 per percentage point below the target.
VEHICLESAFETY.03	Vehicles Adhering to Regular Preventive Maintenance Schedule	Measure	Quarterly	2 months after end of reporting period		≥95%	\$5,000 per percentage point below the target.
WEATHER.01	Inclement Weather Operations Report	Narrative Report	As Needed	Daily as Needed			

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EXHIBIT A-1 ADDITIONAL SCOPE OF SERVICES

1. Informational Technology Security Requirements

- 1.1. The vendor 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 vendor 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 vendor 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 vendor 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 vendor.
- 1.7. DHHS may from time to time audit the security mechanisms the vendor 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.



Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This Contract is funded with general and federal funds. Department access to federal funding is dependent upon meeting the requirements set forth in the Catalogue of Family and Domestic Assistance (CFDA) # 93.778 US Department of Health and Human Services, Centers for Medicare and Medicaid Services, Medicaid Title XIX, Medical Assistance Program.
3. Payment for said services shall be made as follows:
 - 3.1. DHHS will make a monthly retrospective payment to the Contractor for each fee-for-service (FFS) or Premium Assistance Program (PAP) member eligible during the month. Capitation will be processed no later than the 15th day of the month for the previous month's capitation and will be paid no later than the 30th day of that month.
 - 3.2. The Department shall recover capitation payments made for deceased members at six (6) month intervals. Capitation rates are as indicated in Exhibit B-1 Capitation Rate Sheet.
 - 3.3. The Contractor shall submit encounters for transportation services provided 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. A final payment request shall be submitted no later than forty (40) days from the Form P37, General Provisions, Contract Completion Date, Block 1.7.
5. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
6. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

DhW

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Exhibit B-1 Capitation Rate Sheet

1. Capitation Rates are “per member / per month” amounts, based on the SFY 2016 eligible Premium Assistance and Fee For Service members not eligible for managed care or Premium Assistance. Capitation Rates for calendar year 2017 and calendar year 2018 are as specified in Table 1.1 below:

1.1. Table 1.1 – Capitation Rate Table

	Year 1 4/1/17–12/31/17	Year 2 1/1/18 – 12/31/18
Eligible Members SFY 2016	PAP members 40,000 FFS members 9,000	PAP members 40,000 FFS members 9,000
Per member per month rates	\$10.06	\$10.21
Annualize	9	12
Operations Grand total	\$4,436,460	\$6,003,480

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SPECIAL PROVISIONS

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

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



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

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

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



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

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



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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

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

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

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

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

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

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

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

DhW

2/26/17



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**

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



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

Contractor Initials DLW
Date 5/16/17



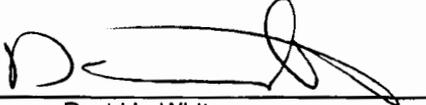
- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 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: Coordinated Transportation Solutions, Inc.

2/16/17
Date


Name: David L. White
Title: President



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

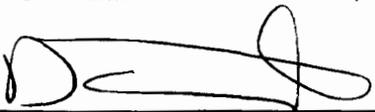
The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

Contractor Name: Coordinated Transportation Solutions, Inc.

2/16/17
Date


Name: David L. White
Title: President



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

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive 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



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

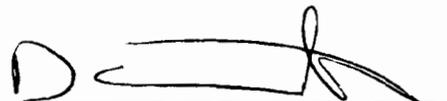
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 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: Coordinated Transportation Solutions, Inc.

2/16/17
Date


Name: David L. White
Title: President

Contractor Initials DW
Date 2/16/17



**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

DhW

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 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: Coordinated Transportation Solutions, Inc.

2/16/17
Date

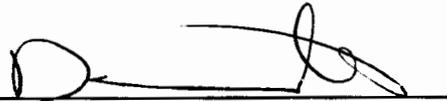

Name: David L. White
Title: President

Exhibit G

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

Contractor Initials

DhW



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: Coordinated Transportation Solutions, Inc.

2/16/17

Date

Name: David L. White
Title: President



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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

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Date

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Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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



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.

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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

 Signature of Authorized Representative

Deborah H. Fournier, Esq.
 Name of Authorized Representative

Medicaid Director
 Title of Authorized Representative

 Date

Coordinated Transportation Solutions, Inc.
 Name of the Contractor

 Signature of Authorized Representative

David L. White
 Name of Authorized Representative

President
 Title of Authorized Representative

 Date

Contractor Initials DLW
 Date 2/16/17



**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: Coordinated Transportation Solutions, Inc.

2/16/17
Date


Name: David L. White
Title: President



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: 08-166-5692
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

_____ NO X YES

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

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

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

_____ NO X YES - b1 included

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

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

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

Name: <u>DAVID L. WHITE</u>	Amount: <u>\$164,000</u>
Name: _____	Amount: _____