



Lori A. Shibinette Commissioner

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

OFFICE OF THE COMMISSIONER

129 PLEASANT STREET, CONCORD, NH 03301-3857 603-271-9200 1-800-852-3345 Ext. 9200 Fax: 603-271-4912 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 28, 2020

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

INFORMATIONAL ITEM

Pursuant to RSA 4:45, RSA 4:47, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, and 2020-09, Governor Sununu has authorized the Department of Health and Human Services, Office of the Commissioner, to enter into a **Retroactive, Sole Source** contract with Coordinated Transportation Solutions, Inc. in the amount of \$30,000 to provide transportation services for individuals experiencing homelessness to either a Quarantine Facility; a Decompression site; or Community of Origin, with the option to renew for up to one (1) additional year, effective retroactive to April 17, 2020, through July 16, 2020. 100% General Funds.

Funds are available in the following account for State Fiscal Years 2020 and 2021, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-950010-56760000 Health and Social Services, Department of Health and Human Services, HHS: Office of the Commissioner, Office of Business Operations

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	103-502664	Contracts for Oper Svc	95010998	\$30,000
2021	103-502664	Contracts for Oper Svc	95010998	\$0
			Total	\$30,000

EXPLANATION

This item is **Retroactive** because the Department identified an immediate need for the transportation of individuals experiencing homelessness to either the Quarantine Facility, a Decompression Site or the Communities of Origin, as a result of the COVID-19 pandemic. This contract was developed concurrently with the Quarantine Facility contract for the Laconia site operated by Lakes Region Mental Health Center Inc. which the Governor approved retroactive to April 17, 2020. Transportation requests began immediately after the quarantine facility began operations. This request is **Sole Source** because the Department, in the interest of the public's health and safety, identified vendors with capacity to quickly respond to the COVID-19 pandemic.

The purpose of this contract is to transport individuals to either the Quarantine Facility or a Decompression Site, in order to align with Centers for Disease Control recommendations relative to social distancing and isolation. The vendors will also transport individuals back to their Communities of Origin once they are cleared to return.

His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 2 of 2

The purpose of this contract is to transport individuals to either the Quarantine Facility or a Decompression Site, in order to align with Centers for Disease Control recommendations relative to social distancing and isolation. The vendors will also transport individuals back to their Communities of Origin once they are cleared to return.

The population served are individuals who may be residing in a shelter and individuals who are experiencing homelessness and not residing in a shelter. The population includes individuals who:

- May have a suspected or confirmed diagnosis of COVID-19 or are waiting for COVID-19 test results.
- Are in need of social distancing in accordance with the Centers for Disease Control recommendations.

The Department cannot determine the number of individuals who will be served from April 17, 2020 to July 16, 2020.

The contractors will provide transportation within 24 hours of receiving the request for transportation, from the Department, the Adjunct General, or the Department of Safety. Individuals from one shelter will not be comingled with individuals from other shelters during transport. The contractors will ensure all drivers receive and complete training on the use of personal protective equipment and follow the Centers for Disease Control Guidelines relative to transportation services for individuals with a suspected or positive COVID-19 diagnosis, as appropriate.

As referenced in Exhibit A, Revisions to Standard Contract Provisions, Section 1. Revisions to Form P-37, General Provisions, Sub-section 1.2, Paragraph 3, Effective Date/Completion of Services, Subparagraph 3.3 of the attached contracts, the parties have the option to extend the agreements for up to one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and appropriate State approval.

Areas served: Statewide

Source of Funds: 100% General

Respectfully submitted,

Weaver.

Lori A. Shibinette Commissioner

Subject: Transportation for Homeless Individuals (SS-2020-OCOM-09-TRANS-02)

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

AGREEMENT

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

GENERAL PROVISIONS

	02.12.2.2.					
1. IDENTIFICATION.			· · · · · · · · · · · · · · · · · · ·			
1.1 State Agency Name		1.2 State Agency Address				
New Hampshire Department of L	lealth & Human Services	129 Pleasant Street				
		Concord, NH 03301-3857		,		
1.3 Contractor Name		1.4 Contractor Address				
COORDINATED TRANSPORT	ATION SOLUTIONS,	35 Nutmeg Drive Suite 120 Trumbull, CT 06611				
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation			
(203) 736 8810 EXT 10173	05-95-95-950010- 56760000-103-502664- 95010998	July 16, 2020	\$30,000			
1.9 Contracting Officer for State	Agency	1.10 State Agency Telephone Number				
Nathan D. White, Director	•	(603) 271-9631				
1.11 Contractor Signature	"	1.12 Name and Title of Con	tractor Signatory			
DAVIA L. WHITE David L. White (Apr 17, 2020)	Date: 4/16/2020_	David L. White, President	& CEO			
1.13 State Agency Signature.	· · · · · · · · · · · · · · · · · · ·	1.14 Name and Title of Stat	e Agency Signatory	·		
(Inome Smil	Date 4/20/20		Itaniello Director?	DEHS		
1.15 Approval by the N.H. Department	artment of Administration,	Division of Personnel (if appli	icable)			
By: Director, On:						
1.16 Approval by the Attorn	ngy Coneral (Form, Substar	nce and Execution) (if applicat	nle)			
By: Sell Delv On: 4/20/2000						
1.17 Approval by the Governor and Executive Council (if applicable)						
G&C Item number:		G&C Meeting Da	te:			

P	ag	e	1	0	f	4

Contractor	Initials	
	Date	

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17. unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown,in block 1.13 ("Effective Date"). 3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor. including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

- 5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.
- 5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts

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

5:4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

- 6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.
- 6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
- 6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

- 7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
- 7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
- 7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

- 8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.
- 8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.
- 8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

- 9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.
- 9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for service's under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

- 12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.
- 12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.
- 13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

- 14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
- 14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and
- 14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.
- 14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
- 14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

- 16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.
- 17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.
- 18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.
- 19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.
- 20. THIRD PARTIES: The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
- 21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- 22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.
- 23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.
- 24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

New Hampshire Department of Health and Human Services Transportation for Homeless Individuals **EXHIBIT A**



REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

- Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:
 - 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 as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on April 17, 2020 ("Effective Date").
- 1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:
 - The parties may extend the Agreement for up to one (1) additional year from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
- 1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:
 - 12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

New Hampshire Department of Health and Human Services Transportation for Homeless Individuals



EXHIBIT B

Scope of Services

1. Statement of Work

- 1.1. For the purposes of this agreement, the State of New Hampshire shall mean the:
 - 1.1.1. Department of Health and Human Services; or
 - 1.1.2. Department of Safety; or
 - 1.1.3. Adjutant General.
- 1.2. The Contractor shall provide services in this agreement to individuals who:
 - 1.2.1. May have vulnerable medical, behavioral, and/or psychological conditions; and
 - 1.2.2. Are currently residing in a shelter that provides services to individuals experiencing homelessness; or
 - 1.2.3. Are experiencing homeless and not residing in a shelter that provides services to individuals experiencing homelessness.
- 1.3. The Contractor shall ensure services are available statewide, as needed.
- 1.4. The Contractor shall provide a telephone number to the State of New Hampshire for receiving requests for transportation of individuals experiencing homeless who require relocation to an alternative site.
- 1.5. The Contractor shall transport individuals from a point of pick up, as specified by the State of New Hampshire, to either:
 - 1.5.1. The Quarantine Facility, ensuring the driver leaves for transport within one (1) hour of receiving a request for transportation.
 - 1.5.2. The Decompression Facility, ensuring the driver leaves for transport within 24 hours of receiving the request for transportation.
 - 1.5.3. Communities of origin, ensuring drivers leave for transports within 24 hours of receiving the request for transportation.
- 1.6. The Contractor shall provide transportation services in a manner that ensures:
 - 1.6.1. Individuals destined for the Quarantine Facility are not comingled with individuals destined for the Decompression Facility.
 - 1.6.2. Individuals from one shelter are not comingled with individuals from other shelters.
- 1.7. The Contractor shall work with the State of New Hampshire to coordinate transportation of individuals to their communities of origin, as appropriate, within 24 hours of receiving the request.
- 1.8. The Contractor shall ensure safe travel of passengers to and from points of

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Contractor Initials DLW

New Hampshire Department of Health and Human Services. Transportation for Homeless Individuals

EXHIBIT B

destination identified by the State of New Hampshire through various modes of transportation, which may include, but are not limited to:

- 1.8.1. Multi-passenger van.
- 1.8.2. Wheelchair van.
- 1.8.3. Taxi.
- 1.9. The Contractor shall ensure transporters operate vehicles that:
 - 1.9.1. Meet state inspection standards.
 - 1.9.2. Have a current state inspection sticker.
 - 1.9.3. Are registered for operation in the State of New Hampshire.
- 1.10. The Contractor shall ensure all drivers:
 - 1.10.1. Have appropriate and valid driver's licenses and insurance for vehicles used in transports.
 - 1.10.2. Have not had more than two (2) accidents within the last 12 months.
 - 1.10.3. Have not been convicted of any felony or misdemeanor crimes related to:
 - 1.10.3.1. Drugs.
 - 1.10.3.2. Alcohol.
 - 1.10.3.3. Abuse of any individual.
 - 1.10.3.4. Sexual misconduct.
 - 1,10.4. Are briefed on the specific population served and safety precautions that must be in place due to the COVID-19 Pandemic.
- 1.11. The Contractor shall ensure all transporters receive and complete training on the proper donning and doffing of personal protective equipment for COVID-19. The Contractor shall:
 - 1.11.1. Document the name of the transporter and date training is completed.
 - 1.11.2. Ensure documentation of completed trainings is available to the State of New Hampshire upon request.
- 1.12. The Contractor shall follow CDC Interim Guidelines relative to transportation to the Quarantine Facility, which include, but are not limited to:
 - 1.12.1 Ensuring transporters wear personal protective equipment (PPE), provided by the State of New Hampshire, during the course of each ride provided.
 - 1.12.2. Ensuring interactions by transporter with individuals are at a distance of at least six (6) feet, if possible.

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Contractor Initials (NW)

New Hampshire Department of Health and Human Services Transportation for Homeless Individuals



EXHIBIT B

- 1.12.3. Ensuring family members and other contacts of individuals with possible COVID-19 are not transported together in the same vehicle, whenever possible.
- 1.12.4. Ensuring individuals are placed in the vehicle at least six (6) feet from the driver.
- 1.12.5. Ensuring individuals are placed at least six (6) feet apart from other passengers when multiple individuals are transported in a single vehicle.
- 1.12.6. Ensuring a facemask is worn by the individual being transported, whenever possible.
- 1.12.7. Ensuring contact with unmasked individuals is minimized.
- 1.12.8. Ensuring individuals with a nasal cannula in place is donning a facemask over the nasal cannula, or is utilizing an oxygen mask if no facemask is available.
- 1.12.9. Ensuring every effort is made to have a driver's compartment separated from the passenger compartment, which may include an air-tight vapor barrier that is installed and ensures both compartments have separate ventilation.
- 1.12.10. Isolating the driver from the patient compartment and keeping pass-through doors and windows tightly shut.
- 1.12.11. Closing the door and/or window between the driver and passenger compartments prior to allowing an individual to board the vehicle.
- 1.12.12. Making every effort to ensure vehicle ventilation in both compartments is on a non-recirculated of interior ventilation setting to maximize the ability to bring exterior air into the interior compartments to ensure reduction in potentially infectious particles in the vehicle.
- 1.12.13. Ensuring transport vehicles can be effectively disinfected by ensuring seats within the vehicle either:
 - 1.12.13.1. Do not have cloth seats; or
 - 1.12.13.2. Have plastic covering over the seats.
- 1.13. The Contractor shall document and provide initial notification of adverse events or incidents, and any follow-up action taken. The Contractor shall notify the State of New Hampshire of any accidents, injuries and incidents within:
 - 1.13.1. Twelve (12) hours of any event that results in injury.
 - 1.13.2. Twenty-four (24) hours of any event that does not result in injury.

Contractor Initials (XX)

New Hampshire Department of Health and Human Services Transportation for Homeless Individuals



EXHIBIT B

- 1.14. The Contractor shall ensure transport vehicles are cleaned after every transport completed, in accordance with CDC Interim Guidelines relative to transportation services provided during the COVID-19 Pandemic. The Contractor shall:
 - 1.14.1. Leave the doors of the transport vehicle open while the individual is escorted by staff into the facility.
 - 1.14.2. Ensure transporters wear disposable gowns, gloves, facemasks or face shields, and goggles during cleaning.
 - 1.14.3. Ensure that environmental cleaning and disinfection procedures are followed consistently and correctly, which includes ensuring doors remain open to provide adequate ventilation when chemicals are in use.
 - 1.14.4. Follow routine cleaning and disinfection procedures, which may include, but is not limited to, using cleaners and water to pre-clean surfaces prior to applying an EPA-registered, hospital-grade disinfectant to frequently touched surfaces or objects for appropriate contact times as indicated on the product's label.
 - 1.14.5. Clean and disinfect each vehicle in accordance with standard operating procedures, ensuring all surfaces that may have come in contact with the patient or materials contaminated during patient care are thoroughly cleaned and disinfected using an EPA-registered hospital grade disinfectant in accordance with the product label.
 - 1.14.6. Follow standard operating procedures for the containment and disposal of used PPE.
 - 1.14.7. Follow standard operating procedures for containing and laundering used linen.

2. Exhibits Incorporated

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

3. Confidentiality

- 3.1. Any and all confidential information obtained or received by the Contractor shall be kept confidential and shall not be disclosed to anyone for any reason outside the scope of services of this Agreement.
- 3.2. "Confidential Information" means all information owned, managed, created, or

Contractor Initials **

New Hampshire Department of Health and Human Services Transportation for Homeless Individuals EXHIBIT B



received from the Individuals, the Department, any other agency of the State, or any medical provider, that is protected by Federal or State information security, privacy or confidentiality laws or rules. Confidential Information

3.2.1. Derivative Data.

includes, but is not limited to:

- 3.2.2. Protected health information (PHI).
- 3.2.3. Personally identifiable information (PII).
- 3.2.4. Federal tax information (FTI).
- 3.2.5. Social Security Administration information (SSA).
- 3.2.6. Criminal justice information services (CJIS).
- 3.2.7. Any other sensitive confidential information provided under the Agreement.
- 3.3. This covenant shall survive the termination of the Agreement.

4. Methods of Secure Transmission of Data

- 4.1 The Contractor shall maintain the confidentiality and security of any identifiable information relating to individuals transported to and from thee Quarantine Facility or the Decompression Facility.
- 4.2. The Contractor shall submit invoices for services in a security manner via encrypted email or other electronically secure means listed below.
 - 4.2.1. Encrypted Email. Contractor may employ email to transmit Confidential Data only if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
 - 4.2.2. Encrypted Web Site. If Contractor employs the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure.
 - 4.2.3. Laptops and PDA. If End User is employing portable devices to transmit Confidential Information said devices must be encrypted and password-protected. If Contractor employs a remote communication to access or transmit Confidential Information, a virtual private network (VPN) must be installed on the Contractor's mobile device(s) or laptop from which information will be transmitted or accessed.
 - 4.2.4. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If Contractor is employing an SFTP to transmit Confidential Data, Contractor will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data must

Contractor Initials (IV)

New Hampshire Department of Health and Human Services **Transportation for Homeless Individuals**



EXHIBIT B

- be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
- Wireless Devices. If Contractor is transmitting Confidential Data via 4.2.5. wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

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New Hampshire Department of Health and Human Services Transportation for Homeless Individuals EXHIBIT C



Payment Terms

- The State shall pay the Contractor an amount not to exceed Form P-37, Block
 Price Limitation for the services provided by the Contractor pursuant to Exhibit B, Scope of Services
- 2. The Contractor shall submit invoices on a weekly basis that indicate the total number of rides provided per day, specifying:
 - 2.1. Source of transport initiation.
 - 2.2. Name of individual transported.
 - 2.3. Pick up location.
 - 2.4. Drop of location.
 - Number of loaded miles traveled.
 - 2.6. Amount of time in transit.
- 3. The rate of reimbursement for transportation services shall be:
 - 3.1. An hourly rate of \$35.00 per hour, billable in 30 minute increments with a two (2) hour minimum charge per trip for Taxi/Livery transport; or
 - 3.2. An hourly rate of \$45.00 per hour, billable in 30 minute increments with a two (2) hour minimum charge per trip for Wheel Chair Accessible transport; and
 - 3.3. Mileage billable at \$0.575 per mile from pick up to drop off points; and
 - 3.4. A flat rate of \$20.00 per addditional person sharing the transport.
- 4. No mimimum amounts of transports are guaranteed and payments will be only for actual transports completed as specified in Exhibit B, Scope of Services.
- 5. In lieu of hard copies, all Department-provided invoices may be assigned an electronic signature and emailed to Beth.Kelly@dhhs.nh.gov
- 6. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
- 7. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
- 8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.

Coordinated Transportation Solutions, Inc.

Exhibit C

Contractor Initials DLW

Apr 17, 2020 Date

New Hampshire Department of Health and Human Services Transportation for Homeless Individuals EXHIBIT C



- 9. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
- 10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

Coordinated Transportation Solutions, Inc.

Exhibit C

Contractor Initials 01#

SS-2020-OCOM-09-TRANS-02

Page 2 of 2

Apr 17, 2020



Exhibit D

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

- a. <u>"Breach"</u> 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. <u>"Covered Entity"</u> has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "<u>Designated Record Set</u>" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "<u>Data Aggregation</u>" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "<u>Health Care Operations</u>" 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, TitleXIII, 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. "<u>Privacy Rule</u>" 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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Exhibit D

- "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) <u>Business Associate Use and Disclosure of Protected Health Information.</u>

- 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

Contractor Initials DLW



Exhibit D

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;
 - Whether the protected health information was actually acquired or viewed
 - 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

Contractor Initials (N. W.



Exhibit D

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.
- 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.
- I. 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

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Contractor Initials



Exhibit D

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.
- 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.
- 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) <u>Termination for Cause</u>

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 D. 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) <u>Miscellaneous</u>

- a. <u>Definitions and Regulatory References</u>. 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 D, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. <u>Amendment</u>. 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. <u>Data Ownership</u>. 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. <u>Interpretation</u>. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

Exhibit D \
Health Insurance Portability Act
Business Associate Agreement
Page 5 of 6

Contractor Initials

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Exhibit D

- e. <u>Segregation</u>. If any term or condition of this Exhibit D 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 D are declared severable.
- f. <u>Survival</u>. Provisions in this Exhibit D 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 D.

Department of Health and Human Services	Coordinated Transportation Solutions, Inc
The State	Name of the Contractor David L. White David L. White (Apr 17, 2020)
Signature of Authorized Representative	Gigneture of Authorized Representative
Christine L. Santaniello Name of Authorized Representative	David L. White Name of Authorized Representative
Director DEHS Title of Authorized Representative	President & CEO Title of Authorized Representative
HIGO AUTHORIZED Representative	4/16/2020 Date

Contractor Initials DLW



Transportation for Homeless Individuals (SS-2020-OCOM-09-TRANS-02)

Coordinated Transportation Solutions, Inc.
Certificate of Good Standing

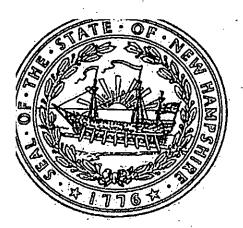
State of New Hampshire Department of State

CERTIFICATE '

I, William M. Gardner, Secretally of State of the State of New Hampshire, do hereby cell lify that COORDINATED TRANSPORTATION SOLUTIONS, INC. is a Connecticut Nonprofit Corporation registered to transact business in New Hampshire on August 02, 2005. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 542053

Certificate Number: 0004205601



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 29th day of October A.D. 2018.

William M. Gardner

Secretary of State



Transportation for Homeless Individuals (SS-2020 OCOM:09-TRANS-02)

Coordinated Transportation Solutions, Inc.
Certificate of Authority

CERTIFICATE OF AUTHORITY

I, Richard Schreiner	hereby certify that:
1. I am a duly elected Secretary of	Coordinated Transportation Solutions, Inc.
2. The following is a true copy of a vote take held on <u>November 14, 2018</u> , at which	n at a meeting of the Board of Directors/shareholders, duly called and a quorum of the Directors/shareholders were present and voting.
VOTED: That David L. White	
the State of New Hampshire and any of its edocuments, agreements and other instrumer may in his/her judgment be desirable or necessary in his certification of the contract amendment to which this State of New Hampshire will rely on this certification (s) indicated and that they have fit	n amended or repealed and remains in full force and effect as of the scertificate is attached. I further certify that it is understood that the ficate as evidence that the person(s) listed above currently occupy ull authority to bind the corporation. To the extent that there are any to bind the corporation in contracts with the State of New Hampshire
Dated: 11/14/2019	Richard Schreiner, Secretary
STATE OF CONNECTICUT	
County of Fairfield	
The foregoing instrument was acknowledged	before me this 14th day of November . 2019.
By Richard Schreiner, Secretary	
	Low Wilk (Notary Public)



Transportation for Homeless Individuals (55-2020-OCOM-09-TRANS-02)

Coordinated Transportation Solutions, Inc.
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Transportation	nfor Homeless Individuals (SS-2020 OCOM-09-TRANS-02)				
	Coordinated Transportation Solutions, Inc.				
MISSION It is the mission of CTS to increase the availability of cost effective and efficient transportation services to transportation disadvantaged individuals and communities.					
VISION	With an empowered team of professionals, CTS adds value to the services provided to our customers and improves the lives of the people we serve.				
VALUES	CUSTOMER FOCUS INTEGRITY RESPECT				

COORDINATED TRANSPORTATION SOLUTIONS, INC. FINANCIAL STATEMENTS SEPTEMBER 30, 2019

TOGETHER WITH INDEPENDENT AUDITOR'S REPORT

COORDINATED TRANSPORTATION SOLUTIONS, INC. TABLE OF CONTENTS SEPTEMBER 30, 2019

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Statement of activities	3
Statement of cash flows	4
Notes to financial statements	5-8
Supplemental information	
Schedule of functional expenses	٠ و



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, 2019 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, 2019 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

Havey Steele i Bencuft, LCP

Mystic, Connecticut January 10, 2020

COORDINATED TRANSPORTATION SOLUTIONS, INC. STATEMENT OF FINANCIAL POSITION SEPTEMBER 30, 2019

<u>ASSETS</u>

Current assets			
Cash	\$ 145,952		
Cash - restricted	25,844		
Accounts receivable, net of allowance for doubtful accounts of \$3,655	5,857,399		
Other Receivables	120,000		
Prepaid expenses	330,204		
Total current assets		\$	6,479,399
Property and equipment			
Office furniture, fixtures and equipment	218,152		•
Computer equipment	927.025		
Leasehold improvements	203,728		•
Software	628,014		
Equipment under capital lease	46,733		
	2,023,652		
Less accumulated depreciation	(1,359,404)		
The language and antique and			
Total property and equipment			664,248
Other assets			
Restricted cash - deferred compensation	19,578		
Deposits	50,802		
			70,380
Total other assets		-	70,300
Total assets		ç	7,214,027
			1,417,047

COORDINATED TRANSPORTATION SOLUTIONS, INC. STATEMENT OF FINANCIAL POSITION SEPTEMBER 30, 2019

LIABILITIES AND NET ASSETS

Current liabilities		
Accounts payable and accrued expenses	\$ 2,907,528	
Line of credit payable Other current liabilities	.305,116	
Total current liabilities		\$ 3,212,644
Long-term liabilities		
Long-term debt, less current portion	132,615	•
Total long-term liabilities		132,615
Total liabilities	÷	3,345,259
Net assets		
Unrestricted		3,868,768
Total liabilities and net assets		\$ 7,214,027

COORDINATED TRANSPORTATION SOLUTIONS, INC. STATEMENT OF ACTIVITIES FOR THE YEAR ENDED SEPTEMBER 30, 2019

CHANGE IN UNRESTRICTED NET ASSETS

Revenue

Transportation brokerage	•	\$ 57,080,274
Grant income		•
Miscellaneous income		1,934
Investment income		4,848
Total revenue	٠.	57,087,056
Expenses		
Program		56,359,118
General and administrative	•	1,331,877
Total expenses	•	57,690,995
Change in net assets		(603,939)
Unrestricted net assets - October 1, 2018	,	4,472,707
Unrestricted net assets - September 30, 2019		\$ 3,868,768

COORDINATED TRANSPORTATION SOLUTIONS, INC. STATEMENT OF CASH FLOWS FOR THE YEAR ENDED SEPTEMBER 30, 2019

CASH FLOWS FROM OPERATING ACTIVITIES Change in net assets	s	(603,939)
Amounts to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization		394,625
Loss on disposition of assets		•
Bud debt expense		4,500
Change in cash -restricted		33,459
Change in accounts receivable, net		1,071,404
Change in other receivables		(118,500)
Change in prepaid expenses		(225,081)
Change in restricted cash - deferred compensation		-
Change in deposits		(44,644)
Change in accounts payable and accrued expenses		143,848
Net cash provided by operating activities		655,672
CASH FLOWS FROM INVESTING ACTIVITIES		•
Purchase of property and equipment		(137,275)
are muse of property and equipment		(137,273)
Net cash used in investing activities		(137,275)
CASH FLOWS FROM FINANCING ACTIVITIES		
Borrowings on capital lease from prior year equipment purchase		• .
Repayments on capital lease payable		• '
Repayments on long-term debt		(409,450)
Borrowings on line of credit		9,500,000
Repayments on line of credit		(11,200,000)
Net cash used in financing activities		(2,109,450)
Net decrease in cash		(1,591,053)
Cash, beginning balance		1.737,005
Cash, ending balance	\$	145,952
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMA	TION	
Amounts paid during the year for:		
Interest	\$	88,402

COORDINATED TRANSPORTATION SOLUTIONS, INC. NOTES TO FINANCIAL STATEMENTS SEPTEMBER 30, 2019

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 Organization's revenue was generated in New Hampshire and Massachusetts.

Basis of accounting

The accompanying financial statements have been prepared using the account 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, 2019 the Organization has established an allowance for doubtful accounts totaling \$3,655.

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, 2019 the Organization incurred \$66,851 of advertising costs.

Subsequent events

Management has evaluated subsequent events through January 10; 2020, the date the financial statements were available to be issued.

NOTE 2 - REVOLVING LINE OF CREDIT

The Organization has a \$750,000 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, 5.00% at September 30, 2019. There were no amounts outstanding on the revolving line of credit at September 30, 2019.

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 2020.

NOTE 3 - COMMITMENTS (Continued)

Amount charged to rent expense for the year ended September 30, 2019 totaled \$213,330.

Future minimum lease payments as of September 30, 2019 are:

Year ending September 30, 2019	\$	175,903
2020		162,510
2021		163,864
2022		178,761
2023		180,115
Thereafter	•	373,773
Total future minimum lease payments	\$	1,234,927

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 Depositary 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, 2019 the Organization had approximately 174,000 of cash in excess of insurance coverage on deposits.

NOTE 5 - LONG-TERM DEBT

At September 30, 2019, 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.	· s	86,281
\$66,878 Equipment capital lease note payable to a large		
commercial bank. The note is payable in monthly		_
installments of \$18,139, including interest at 4.82%,	,	
maturing in March 2021.		314,382
\$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.		37,068
T11		ř
Total long-term debt		437,731
Less amount reported as short-term		(305,116)
Amount reported as long-term	\$	132,615

NOTE 5 - LONG-TERM DEBT (Continued)

Future minimum payments under this note are as follows:

Year ended September 30,		
2020	\$	305,116
2021		119,330
2022		12,253
2023		1.032
2024 and thereafter	•	
	S	437,731

The equipment notes are collateralized by the equipment purchased by the notes.

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, 2019. Amounts held in the account are restricted for future benefit payments, but are subject to creditor risk. At September 30, 2019 there was approximately \$20,000 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 made \$43,468 in matching contributions during the year ended September 30, 2019.

NOTE 7 - CONCENTRATIONS

Approximately 63% of the Organization's total revenue was related to three (3) contracts.

NOTE 8 - CASH - RESTRICTED

At September 30, 2019, the Organization had \$25,844 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

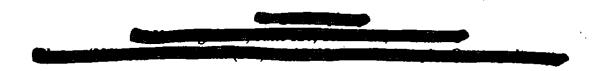
The Organization has adopted the provisions of FASB, Accounting Standards Codification 740 - Income Taxes. ASC 740 requires that a tax position be recognized or derecognized based on a 'more-likely-than-not' threshold. This applies to positions taken or expected to be taken in a tax return. The Organization does not believe its financial statements include, or reflect, any uncertain tax positions. Tax years from September 30, 2016 through the current year remain open for examination by the Federal and state tax authorities.

COORDINATED TRANSPORTATION SOLUTIONS, INC. SCHEDULE OF FUNCTIONAL EXPENSES FOR THE YEAR ENDED SEPTEMBER 30, 2019

	_	Program	,	General and Administrative		Total Expenses
Purchased transportation	S.	48,669,921	S	-	S	48,669,921
Salaries and wages		4,804,583		847,868		5,652,451
Payroll taxes		362,901		64,041		426,942
Employee benefits		455,590		80,398		535,988
Depreciation and amortization		335,431		59,194		394,625
Professional fees		96,020		16,945		112,965
Occupancy		324,990		57,351		382,341
Telephone and internet		303,153		53,498		356,650
Computer consultants		63,973		11,289		75,262
Temporary help		-		•		· • ·
Office supplies and expense		45,084		7,956		53,040
Advertising and marketing		56,823		10,028		66,851
Insurance		105,743		18,660		124,403
Travel and entertainment		72,626	-	12,816		85,442
Postage		17,568		3,100		20,668
Repairs and maintenance		267,917		47,280		315,197
Dues and subscriptions		26,647		4,702		31,349
Donations and gifts		22,440		3,960		26,400
Equipment rental		37,385		6,597		43,982
Property taxes		15,355		2,710 `		. 18,065
Payroll service		15,066		2,659		17,725
Conferences and meetings		15,726		•		15,726
Printing		7,889		1,392		9,281
Interest expense		88,402		· <u>-</u>		88,402
Interpreter services		37,768		-		37,768
Training and professional development		87,009		15,355		102,364
Bad Debi Expense		3,825	•	675		4,500
Bank charges		19,284		3,403	_	22,687
Total	\$	56,359,118	S	1,331,877	\$	57,690,995



Transportation for Homeless Individuals (SS-2020-OCOM-09-TRANS-02)			
Coordinated Transportation Solutions, Inc.			
Board of Directors			
	President & Chairperson		
	David L. White		
	CEO, Coordinated Transportation Solutions, Inc.		
Executive Committee	Vice Chairperson		
& Board Members	Diane Pivirotto		
·	Treasurer		
	Reginald Knowlton		
· · ·	Secretary		
	Richard Schreiner		
	William Hanson		
	Douglas Holcomb		
Board Members	William McDonald		
	Stephen Martin		
	Marla Pantano		



Coordinated Transportation Solutions CTS Account Manager

Current

- Responsible for Account Management of Medicaid Health plans in NH
- Community outreach, expanding and strengthening relationships with medical providers, shelters, clinics, treatment facilities and human service agencies
- Point of contact for problem resolution

Well Sense Health Plan

2015 - 2019

Director of Operations/Program Performance

- Well Sense Health Plan program performance oversight including contractual and regulatory compliance
- Troubleshoot all program concerns to achieve optimal performance, utilizing key performance indicators, member and provider feedback
- Initiate continuous improvement of program process and staff development
- Represent WSHP externally as necessary with and as a backup to the Executive Director
- Responsible for Member Advisory Board and Regional meetings
- Operational Lead on all file exchanges and implementations with the NH Department of Health and Human Services

New Hampshire Department of Health and Human Services Administrator Client Services

2014 - 2015

- Official representative for the Division of Client Services in communications with the legislature, provider organizations, hospitals, and other internal and external stakeholders to increase collaboration, ensure access to services and resolve complex issues.
- Direct daily operations of the Client Service Center for all DHHS programs, the Medicaid transportation unit and the statewide document control unit
- Manage the NH Medicaid enrollment center vendor contract
- Supervise 75 staff members with overall responsibility for performance management
- Lead on implementation of Managed Care communications for NH Step 2 Populations and the New Hampshire Health Protection Program/Premium Assistance Program 2016

Meridian Health Plan New Hampshire 2012-2014 Director of Operations/ Grievance Coordinator

- Responsible for the daily operations of Meridian Health Plan NH
- Ensured compliance with all contractual obligations
- Managed all contract reporting
- Supervision of staff and liaison between all departments
- Responsible for the MHP Grievance and Appeals process for NH Medicaid members
- Implementation of strategic goals and business plan including financial planning
- Oversight on communications, mailings to members and providers, member materials
- Responsible for brand awareness and outreach to key constituent groups

- Responsible for enrolling and educating medical providers to successfully navigate the claims process, eligibility determination, and business systems in the Medicaid environment.
- Creating and sustaining solid partnerships with health care providers, professional
 associations and state agencies. (New Hampshire and Massachusetts provider hospitals).
- Technical assistance with emphasis on growth and development of the provider community that serves Medicaid members.

New Hampshire Healthy Kids Corporation Vice President of Program and Policy 2005 to 2010

1998-2010

- Managed 20 customer service representatives and 5 department supervisors. Responsible for all aspects of customer service and daily operations for the State of New Hampshire's Children's Health Insurance Programs, including engaging of external partners, application assistance, eligibility screening and enrollment, outreach and data tracking.
- Project management liaison on health insurance design and contract negotiation
- Managed workflow for a variety of processes in a multi-faceted environment utilizing process mapping to enhance overall operation.
- Implemented State and HMO provider contract deliverables with full reporting requirements
- Experience with health insurance benefit design, utilization and analysis.
- Worked collaboratively with the Department of Health and Human Services and the Center for Medicaid Services (CMS) and multiple business and human service organizations to secure comprehensive customer service for families and providers.
- Developed statewide outreach training program and electronic manual for 42 designated
 agencies (hospitals and community health centers) providing application assistance for
 uninsured families. Created customized in reach and outreach programs for human service,
 school and health care agencies.
- Hosted statewide trainings and presentations several times per year for over 100
 participants, primarily representatives from hospitals and health care provider sites.
- Created tracking system for quality assurance purposes to enhance the training of community partners.
- Liaison for National Grant Project under Robert Wood Johnson for pilot sites in New Hampshire 1999 to 2006, 2008.
- Participated on a National level with other SCHIP (State Children's Health Insurance Programs) in presenting and researching best practices.
- Responsible for hiring, employee retention and yearly review process for staff

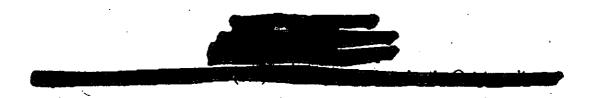
Community Relations Director (NHHK)

1998 - 2005

- Developed the organization's strategic plan for education and technical assistance in the field
- Implemented Presumptive Eligibility with pharmacy providers across the state
- Supervised five Field Coordinators and all statewide outreach activities and technical assistance.
- Responsible for developing and nurturing community relationships through community partners including schools, social service agencies, health care providers, childcare providers and others.
- Worked closely with the state SCHIP Director and the Division of Family Assistance to monitor policy and process issues concerning Medicaid and CHIP coverage.
- Co-chaired the workgroup responsible for developing a plan for the centralization of the application process for 42 agencies designated as qualified entities. Developed a resource manual for eligibility training for community partners.

Education/Career Related Studies

- Disabilities P.D.D., ADHD, LD, University Of New Hampshire 1998
- Strength-Based Practice with Children and Families Solution Oriented Approach,
 University of New Hampshire Department of Social Work 1997
- Associate of Science, Chemical Dependency, Summa cum laude Keene State College 1992
- 2018 CHIE Certified Health Insurance Executive- America's Health Insurance Plans (AHIP) Leadership program



Coordinated Transportation Solutions (CTS)

Sept 2019-Present

Manager, Provider Relations

Reporting to the Chief of Service Delivery, responsible for maintaining and expanding the CTS transportation provider network in the New Hampshire and Northern New England area region. Serves as the first point of contact for the assigned transportation provider network in this region, including Medicaid, Medicare, Special Education and Veterans Administration initiatives.

Manages the overall Provider Relations operations in the region, which includes developing and managing a relationship with the transportation providers, involved in contract negotiations with the provider, and ensures the providers comply with policies and procedures and state regulations when transporting any Medicaid and Medicare members, special education children and Veterans administration cases. Develop and implement quality assurance programs, company policies and procedures and managing the staff needed to maintain service levels as required by contractual obligations.

Coordinated Transportation Solutions (CTS) Provider Relations Field Supervisor

2014 - Sept 2018

Responsible for maintaining and expanding the transportation provider network. Acted as first point of contact for the transportation provider network as assigned and supervised the following processes:

- Conduct contract and fee negotiations with providers. Ensures consistency between Medical Transportation Providers' contracts and CTS' contracts with corporate customers.
- Develop and maintain a contract monitoring system to measure provider and overall network performance.
- Monitor contract compliance with emphasis on requirements for insurance, DMV, State Medicaid program and Board of Education (for other line of business).
- Respond to provider deficiencies as requested by constituencies including clients, management or other operating departments.
- Monitor incidents and reviews customer satisfaction surveys to identify trends and potential problem areas.
- Disseminate results of customer satisfaction surveys to the transportation provider network –
 develop provider reports, monitor and evaluate success of corrective action plans for
 Transportation Providers. Develop, maintain and implement provider site visit and spot check
 programs, maintain provider paper files.

Coordinated Transportation Solutions (CTS)
Call Center Manager
Lewiston Maine Area

2013 to 2014

Oversight Manager of call center operations in Maine providing non-emergency transportation to benefit eligible members, while doing so in a manner that they experience the best customer service in the industry.

Promoted to Director of the Maine Care Project and was the point of contact for MaineCare NET, the Attorney General's office, the Legislature and the Governor's office.

Audit Preparation – State, Federal, and Clients. Monitored State and Federal Compliance/Regulations. Ensured appropriate service standards were developed and maintained.

The CCS Companies-Oxford Maine Call Center Manager

2003 to 2012

Manage call center operations overseeing 4 supervisors and a team leader and their direct reports.

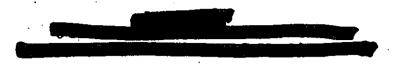
LL BEAN Senior Supervisor Customer Satisfaction

2000 to 2003

Managed all aspects of call center operations including directing projects and workgroups. Supervised a staff of 25 (18 leaders-who supervised 576 employees) plus the operations support team (7 individuals). Recognition for "Beans Best" in 1995,1997, 1998, 1999 and 2001.

Education

University of Maine- Bachelor of Science in Business Administration. Major is Business Management and Minor in Computer Science



Coordinated Transportation Solutions (CTS) Contact Center Supervisor, Concord, NH

August 2019-Present

The Contact Center (CC) Supervisor assists the Director of the Contact Center with overall operations of the CTS Concord, New Hampshire Medicaid Non-Emergency Medical Transportation Contact Center. The CC Supervisor also directly supervises all CC staff.

- Reviews, on an on-going basis, CTS' operating policies and procedures and recommends improvement
- Assists CC Manager with the day to day operations and contract compliance issues related to the Contact Center
- Assists with hiring, training, and evaluation of Customer Services Representatives (CSRs)
- Provides direct supervision of CSRs. Assists CC Manager in administering Corrective Action Plans to staff as needed
- Responds to Contact Center escalated issues and documents, researches and assists the CC Manager in resolving incidents and customer and member complaints
- Determine when issues need to be escalated to the CC Manager

Coordinated Transportation Solutions (CTS) Contact Center Team Lead, Concord, NH

March 2018-August 2019

Responsible for providing quality and efficient customer service to customers and members of CTS through daily oversight of a team of employees to include motivating, recognizing and rewarding, coaching, training and problem solving. Additionally, the position is responsible for assisting the management team with hiring, development, implementation of staffing, training, and reward/recognition.

Coordinated Transportation Solutions (CTS) Customer Service Representative 2, Concord, NH

October 2017-March 2018

Under the direct supervision of the Contact Center Manager, the Customer Service Representative 2 is responsible for providing exemplary customer service to Managed Care Organizations, Medicaid members, caseworkers, medical providers and CTS' Non-Emergency Medical Transportation Provider Network.

Acts as the first point of contact with all customers, taking non-emergency transportation reservations through various sources. Securing transportation with vendors, verifying client eligibility and confirming medical appointments.

Manages high volume of inbound and outbound calls within specified performance metrics, including average handle time

Maintains an acceptable level of quality assurance, within specified performance metrics, company policies and procedures, and compliance to contractual plan call handling processes

Remains available and engaged to assist with call volume as scheduled, achieving departmental schedule adherence goals

Coordinated Transportation Solutions (CTS) Customer Service Representative 1, Concord, NH

May 2017-October 2017

Under the direct supervision of the Contact Center Manager, the Customer Service Representative 1 is responsible for providing exemplary customer service to Managed Care Organizations, Medicaid members, caseworkers, medical providers and CTS's Non-Emergency Medical Transportation Provider Network. Using the knowledge of company products, services and policies to assist callers with transportation needs through listening, understanding their needs and offering solutions.

Laconia Clinic, Laconia NH Medical Office Assistant September 2016-May 2017

Responsible for answering all incoming calls, referrals, prescription requests. Assisted Patients.

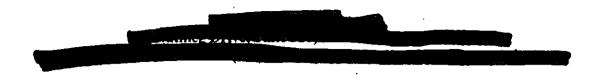
Dartmouth Hitchcock, Manchester, NH Secretary, Medical Assistant

January 2011-September 2016

Responsible for answering all incoming calls and filled prescription requests. Assisted Patients.

Education

Hesser College - CMA Certificate



Coordinated Transportation Solutions (CTS) Director of Contact Center Services

March 2020 to Present

Oversees the day to day operations of CTS' Medicaid Non-Emergency Medical Transportation program to benefit eligible members while doing so in a manner that ensures they experience the best customer service in the industry. Also oversees the operations of satellite Contact Centers, establishing checks and balances to ensure appropriate culture and that company goals are met. Acts as a first point of contact for all key clients regarding customer service requirements for their plans and is responsible for the following key accountabilities:

- Supervise and evaluate staff including Contact Center Manager, Contact Center Supervisors, Team Leads and Customer Service Reps.
- Prepare monthly activity reports, assess departmental performance, and develop department's short and long term goals and ensures that all contact center reports and documentation are submitted in a timely manner.
- Interface with all key stakeholders regarding transportation provider network capacity and performance, IT, telephone, voicemail, performance issues and corrective action plans.
- Liaison with all Medicaid programs under contract, caseworkers, corporate customers and plan personnel.
- Direct and manage Workforce Management operations including forecasting, scheduling, reporting, intraday management, and workforce optimization.
- Provide ongoing coaching and staff development to Contact Center leadership in alignment with goals to reduce attrition, improve employee morale, enhance quality, foster employee engagement and effective performance management.
- Work with QA team to ensure quality standards are being met and appropriate action plans are in place to assist reps with their performance and direct and manage contract compliance in the Contact Center as described in the Policy and Procedure Manual.
- Coordinate with Training Manager to assess the training needs of the staff to ensure that the staff and
 management are up to date on all the information and understand the important role they play in
 servicing those who call and the impact this has on CTS and CTS clients.
- Develops strategies to meet key performance targets and implement future enhancements that align with company goals.
- Ensures the Contact Center meets all performance levels as specified by individual contracts, and drives root-level resolution to reoccurring and highly impactful services issues and concerns.

The Family Security Plan AVP, Customer Service and Quality Assurance

2017 to 2019

 Added responsibility for Quality Assurance department. Increased opportunities to participate in executive leadership and strategy meetings.

- Managed a team of 4 associates responsible for monitoring/scoring 900 calls per month for Customer Service Team, Retention Team, Field Agent Support Team and 4 Sales Channels.
- Critiqued and revised 7 department's Quality Assurance evaluation forms and removed all ambiguity, inconsistencies and reallocation of point values.
- Implemented call calibration meeting to ensure standardization and consistency of QA scoring:
- Created "The 90 Day Focus Program" for new hires in sales and service. Increased monitoring to 90 days to detect early trends and behaviors requiring more training and development.
- Created client satisfaction surveys for 4 sales channels, monitored scores and made recommendations as needed across the organization.

The Family Security Plan Manager, Customer Service

2012 to 2017

Customer Service

- Managed daily operations for a team of 21 associates handling inbound calls for members, credit union partners and carriers.
- Exceeded customer service goals and expectations, created a memorable service experience, and improved customer retention.
- Managed a client retention team and successfully retained policies totaling 11.1 million in premiums for 2018 and 2019.
- Exceeded customer service departmental goals including a 93% quality score, 60% AHT (Average Handle Time) and 30 calls minimum day/per rep.
- Resolved complex client escalations focusing on a "win-win" solution and customer retention.
- Increased product upsell referrals resulting in new business from sales agents totaling:
 - o 2017 \$2.5 million in annualized premium (4146 policies sold)
 - o 2018 \$2.1 million in annualized premium (3,342 policies sold)
 - o 2019 \$2.6 million in annualized premium (4205 policies sold)
- Responsible for interviewing and hiring, training and development, schedule adherence, performance reviews, performance improvement plans, corrective action and terminations.
- Provided ongoing feedback to support staff and identified areas of development and growth.
- Created a positive, productive culture daily interaction with staff, listened to their needs and involved them in the decision-making process whenever possible. Helped staff develop transferrable skills (2019 2 promoted to Supervisor, 3 promoted to Sales, 1 promoted to Accounting, 5 promoted to Retention).
- Collaborated across the organization to improve the customer experience, enhance call center reporting, improve call queues / ACD prompts and created website FAQ's.

Health Net Inc. Call Center Supervisor

2005 to 2012

- Managed daily operations for team of 30+ associates handling inbound and outbound calls for employers, brokers, members, provider and special accounts
- Achieved 90% Service Level Agreement metric month over month for highly profiled clients, ASO clients, and performance guarantee accounts.
- Developed, trained, and mentored team to drive achievement of department goals and objectives 96%
 Quality Assurance, < than 30 second ASA, and < than 5% abandonment rate.
- Evaluated staff performance, created development plans, performance improvement plans (including terminations), and conducted annual reviews.
- Regularly invited to represent customer service at client finalist meetings with sales

2002 to 2005

Health Net Inc. Team Leader

- Supported supervisor with coaching, training, feedback and tracking of staff performance.
- Deescalated member and provider calls.
- Call center subject matter expert for appeals and grievances

Health Net Inc.

1999 to 2002

Call Center Representative

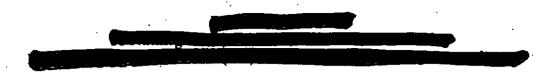
• Answered inbound calls for members and providers regarding benefits, claims adjudication and other inquiries. Supported management by assisting with escalated calls.

Accomplishments

Licensed Life/Health Agent- 7/12
Date Carnegie Leadership Training for Mangers-5/14
HNS Women's Leadership Program- 10/19

Education

Stone School of Business - Medical Assistant degree
Southern Connecticut State University - completed 2.5 years in special education course work



Coordinated Transportation Solutions (CTS) Chief Compliance Officer

Oct 2019-Present

Oversight and Accountability for the CTS Compliance Program and Department, New Client Implementations, Information Technology, Project Management, and Client Account Management

We Do Life Together – A Division of ICES, Inc. Director of Shared Services

Sept 2018-Oct 2019

Oversight of Finance, Project Management Office, Digital Media/Marketing, and Operations for ICES, Inc. an Innovative Human Services Company, where WE DO LIFE TOGETHER...

Coordinated Transportation Solutions (CTS) Vice President of Operations

Sept 2014-Sept 2018 ,

Responsible for directing the corporation's transportation brokerage operation including Medicaid, Special Education and Worker's Compensation lines of business.

- Directs the overall operation of the Provider Relations team which includes developing and managing a
 relationship with over 250 transportation providers, involved in contract negotiations with the provider, and
 ensures the providers comply with policies and procedures and state regulations when transporting any
 Medicaid and Medicare members, special education children and workers compensation cases.
- Oversight of the organization's health plan members, transportation providers, and medical providers call
 center. Additionally, developed call center and quality assurance programs, company policies and
 procedures and corporate employment practices along with directing the staff needed to maintain service
 levels as required by contractual obligations.
- Hire and supervise a staff of management and non-management employees consisting of approximately 80 employees.

Coordinated Transportation Solutions (CTS) Director of Compliance

2013 - Sept 2014

Oversight of CTS' Compliance Program and Compliance Team (Reporting, Quality Assurance, and Training). Ensure CTS remains compliant with all state, federal and contractual obligations.

- Chair CTS! Compliance Committee.
- Assist in the preparation, creation, editing and reviewing of all internal policies and procedures to ensure they meet customer expectations while meeting regulations.
- Oversight of reporting needs, ensuring compliance with our quality measurements and training of all our associates.
- Provide interpretive and technical support for all departments on regulatory matters.

2012 to 2013

Am WINS Rx Operations General Manager

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

Health Net Inc.

Contact Center Director

2006 to 2011

Full responsibility for and oversight of the Medicare Contact Centers enterprise wide as well as the local CT and NJ Medicaid Contact Center (Team of three Managers, 13 Supervisors, and over 350 front-line call center staff).

- Accountable for (and achievement of) departments overall budgeting, forecasting, and financial adherence
- Experienced in audit preparation State, Federal, and Commercial employer group driven
- Monitored State and Federal compliance/regulations
- Ensured all appropriate service standards were developed, enhanced, and maintained
- Exceeded industry standard customer retention measurements through preparation, attention to details
 related to quality and training needs, on-going feedback mechanisms that allowed for long term
 improvement initiatives

Health Net Inc. Operations Manager

2003 to 2006

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

Sr. Financial Analyst

2001 to 2003

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

Scheduling and Forecasting Coordinator

2000 to 2001

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

Education

US Navy Electronics School	1989
Gateway Community Technical College/Sacred Heart University	1993 to 2003
Villanova University (Six Sigma Green Belt Certification Course)	2010



Key Personnel				
Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Carol Iacopino	Account Manager, NH	\$80,000.18	10%	\$0.00
Michael Cloutier	Provider Relations Manager, NH	\$ 71,894.68	15%	\$0.00
Jenny Race	Contact Center Supervisor, NH	\$ 40,706.12	25%	, \$0.00
Lisa Jacobson	Director of Call Center Services	\$88,000.12	5%	\$0.00
Ed Platt	Chief Compliance Officer	\$ 131,999.92	5%	\$0.00