



Lori A. Weaver
Interim Commissioner

Henry D. Lipman
Director

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

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

December 30, 2022

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Medicaid Services, to enter into a **Sole Source** amendment to an existing contract with Coordinated Transportation Solutions, Inc. (VC#271968), Trumbull, CT for the continuation of a statewide non-emergency medical transportation for Medicaid Fee-for-Service members, by exercising a contract renewal option by increasing the price limitation by \$1,085,079 from \$456,000 to \$1,541,079 and extending the completion date from January 31, 2023 to January 31, 2024, effective February 1, 2023, upon Governor and Council approval. 55% Federal Funds. 21% General Funds. 24% Other Funds (as defined in RSA 126-AA:3,I).

The original contract was approved by Governor and Council on March 23, 2022, item #11.

Funds are available in the following accounts for State Fiscal Year 2023, and are anticipated to be available in State Fiscal Year 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

**05-95-47-470010-2358 HEALTH AND SOCIAL SERVICES; HEALTH AND HUMAN SVCS
DEPT: HHS: OFC OF MEDICAID SERVICES, DIVISION OF MEDICAID SERVICES, NH
GRANITE ADVANTAGE TRUST FUND**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	101-500729	Medicaid Payments to Providers	47004369	\$10,955	\$0	\$10,955
2023	101-500729	Medicaid Payments to Providers	47004369	\$32,866	\$52,732	\$85,598
2024	101-500729	Medicaid Payments to Providers	47004369	\$0	\$52,225	\$52,225
			Subtotal	\$43,821	\$104,957	\$148,778

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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**05-95-47-470010-7948 HEALTH AND SOCIAL SERVICES; HEALTH AND HUMAN SVCS
DEPT, HHS: OFC MEDICAID SERVICES, DIVISION OF MEDICAID SERVICES, MEDICAID
CARE MANAGEMENT**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	101-500729	Medicaid Payments to Providers	47004050	\$101,415	\$0	\$101,415
2023	101-500729	Medicaid Payments to Providers	47004050	\$304,244	\$479,418	\$783,662
2024	101-500729	Medicaid Payments to Providers	47004050	\$0	\$474,805	\$474,805
			Subtotal	\$405,659	\$954,223	\$1,359,882

**05-95-47-470010-7051 HEALTH AND SOCIAL SERVICES; HEALTH AND HUMAN SVCS
DEPT, HHS: OFC MEDICAID SERVICES, DIVISION OF MEDICAID SERVICES, CHILD
HEALTH INSURANCE PROGRAM**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	101-500729	Medicaid Payments to Providers	47004060	\$1,629	\$0	\$1,629
2023	101-500729	Medicaid Payments to Providers	47004060	\$4,891	\$13,012	\$17,903
2024	101-500729	Medicaid Payments to Providers	47004060	\$0	\$12,887	\$12,887
			Subtotal	\$6,520	\$25,899	\$32,419
			Total	\$456,000	\$1,085,079	\$1,541,079

EXPLANATION

This request is **Sole Source** because MOP 150 requires all amendments to agreements previously approved as sole source to be identified as sole source. The original contract was sole source due to a departure of the incumbent Contractor from the market with insufficient notice to establish a new network and conduct a competitive procurement. The Contractor was selected due to their operational readiness to provide continuity of services for beneficiaries, favorable contract terms and relative performance to the one available alternative vendor already enrolled with network capacity to serve the Medicaid program in the time period allowed. A sole source extension is sought for this 1-year period in response to the Department's operational capacity;

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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the Department is preparing for a re-procurement of the Medicaid Care Management program to be initiated in 2023 as the current managed care organization (MCO) contracts expire in August of 2024. As a part of this re-procurement effort, the model for delivering non-emergency medical transportation will be considered.

The price limitation has exceeded the original request due to the impact of continuous eligibility requirements resulting in higher enrollment and utilization. This request reflects a rate increase to the friend and-family mileage reimbursement from \$0.41 to \$0.625, meeting the Internal Revenue Service mileage rate for 2022. Wheelchair and stretcher van service rates have also been increased by 2% to align with MCO reimbursement for these services.

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

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

Approximately 4,000 members will be eligible each month for transportation services through the end of the federally mandated continuous eligibility requirements, and start to decline incrementally following the end of these requirements. The Department is assuming based on recently passed federal legislation that enrollment decline will start in April 2023 under yet-to-be-issued CMS guidance.

The Contractor will conduct beneficiary satisfaction survey and take necessary corrective actions. The Contractor will handle all grievances communicated in a timely manner, unless it is Significant or Reportable, which will be reported to the Department within twelve (12) and twenty-four (24) hours respectively. The Contractor will keep the Department apprised throughout the entire grievance process. If there is an accident, the Department will be notified within twenty-four (24) hours, unless it results in an injury in which the Department will be notified within twelve (12) hours.

The Department will monitor contracted services by:

- Member scheduled rides for all services are delivered within 15 minutes of the scheduled pick-up or appointment time.
- Ensuring Transportation Providers and drivers comply with the Driver Code of Conduct, pre-employment screening, annual employment screening, driver requirements, and all education requirements.

As referenced in Exhibit A of the original agreement, the parties have the option to extend the agreement for up to one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for one (1) of the one (1) years available.

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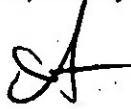
Should the Governor and Council not authorize this request, Medicaid beneficiaries in the Fee-for-Service program, who are dependent on the non-emergency transportation program, may not have access to needed transportation to Medicaid-covered services, and would make the Department noncompliant with its State Plan:

Area served: Statewide

Source of Funds: CFDA #93.778, FAIN #2205NH5MAP, General Funds, and Other Funds (as defined in RSA 126-AA:3,1).

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

Respectfully submitted,



Lori A. Weaver
Interim Commissioner



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

Denis Goulet
Commissioner

January 6, 2023

Lori Weaver, Commissioner
Department of Health and Human Services
State of New Hampshire
29 Hazen Drive
Concord, NH 03301

Dear Commissioner Weaver:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into an amendment with Coordinated Transportation Solutions, Inc., as described below and referenced as DoIT No. 2022-114A.

The purpose of this request is for the continuation of a statewide non-emergency medical transportation for Medicaid Fee-for-Service members.

The Price Limitation will increase by \$1,085,079 for a total new Price Limitation of 1,541,079 effective upon Governor and Executive Council approval through January 31, 2024.

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

Sincerely,

Denis Goulet

DG/jd
DoIT #2022-114A

cc: Mike Williams, IT Manager

**State of New Hampshire
Department of Health and Human Services
Amendment #1**

This Amendment to the Non-Emergency Medical Transportation (NEMT) Program for Fee-for-Service (FFS) Medicaid Beneficiaries contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Coordinated Transportation Solutions, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on March 23, 2022, (Item #11), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
January 31, 2024
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$1,541,079
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Robert W. Moore, Director.
4. Modify Exhibit C-1 Transportation Rates by replacing in its entirety with Exhibit C-1 Transportation Rate Amendment #1, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective February 1, 2023, or upon Governor and Council approval.

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

State of New Hampshire
Department of Health and Human Services

1/4/2023

Date

DocuSigned by:
Ann H. Landry
Name: Ann H. Landry
Title: Associate Commissioner

Coordinated Transportation Solutions, Inc.

1/4/2023

Date

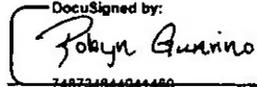
DocuSigned by:
Edward Platt
Name: Edward Platt
Title: VP/COO

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

OFFICE OF THE ATTORNEY GENERAL

1/4/2023

Date

DocuSigned by:

748731841944480
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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



Exhibit C-1 Transportation Rates Amendment #1

Transportation Rates

1. The capped Administrative Rate to manage transportation benefits for Medicaid Fee-for-Service (FFS) participants shall be at a rate of \$7,000 per month.
2. The Fee-for-Service (FFS) rates for direct transportation costs for Medicaid FFS participants shall be in accordance with the table below*:

Fee-for-Service Transportation Rates Paid to CTS Providers	
A0100 Taxi/Livery Base (includes first 5 miles)	\$15.00
S0215 Taxi/Livery Mileage (after mile 5)	\$1.40/mile
S0215 three T/L transportation providers in the CTS Network are on a different mileage fee schedule (from first mile)	\$1.60/mile – Adventure Transportation \$1.50/mile – Abba Transportation \$1.25/mile -- Nashua Express
A0130 Wheel Chair Accessible Base	\$29.07
A1030 certain WC providers are on a different base fee schedule	\$30.00
S0209 Wheel Chair Mileage (from first mile)	\$2.70/mile
S0209 WC providers are on a different mileage fee schedule (from first mile)	\$3.00/mile
A0426 Advanced Life Support Ambulance base	\$154.23-\$175.00
A0110 Public Transportation	Actual Cost
A0170 Parking Fees, Tolls, Lodging	Actual Cost
A0390 Advanced Life Support Ambulance Mileage (from first mile)	\$2.60
A0428 Basic Life Support Ambulance Base	\$145.00
A0380 Basic Life Support Ambulance Mileage (from first mile)	\$2.60
T2005 Stretcher Van Base (includes first 5 miles)	\$102.00
T2049 Stretcher Van Mileage (after mile 5)	\$2.51
T2003 Unloaded miles	Mileage rate by mode, above, calculated based on the number of miles between a provider's base location over twenty miles and the covered individual's pickup location. If additional fees are required in outlier cases, the Contractor shall seek prior approval from the Department.
T2007 Wait Time: Paid in 15-minute increments**	Fee Range: \$12.00 to \$25.00 per hour
A0090 Friends & Family Mileage Reimbursement	\$0.625/mile current, subject to adjustment by NH DHHS

DS
EP

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



Exhibit C-1 Transportation Rates Amendment #1

*The Contractor must seek written approval from DHHS for any rate deviation's based on demand within the state.

**Wait Time is paid:

- 1) When dollar amount is less than paying the mileage for driver to return to base.
- 2) For ambulance trips when member stays on the stretcher during the appointment.

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COORDINATED TRANSPORTATION SOLUTIONS, INC. 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.

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

William M. Gardner
Secretary of State

Business Information

Business Details

Business Name: COORDINATED TRANSPORTATION SOLUTIONS, INC.
Business Type: Foreign Nonprofit Corporation

Business ID: 542053

Business Status: Good Standing

Business Creation Date: 08/02/2005

Name in State of Incorporation: COORDINATED TRANSPORTATION SOLUTIONS, INC.

Date of Formation in Jurisdiction: 08/02/2005

Principal Office Address: 35 Nutmeg Drive Suite 120, Trumbull, CT, 06611, USA
Citizenship / State of Incorporation: Foreign/Connecticut

Mailing Address: 35 Nutmeg Drive Suite 120, Trumbull, CT, 06611, USA

Last Nonprofit Report Year: 2020

Next Report Year: 2025

Duration: Perpetual

Business Email: ebaldovin@ctstransit.com

Phone #: NONE

Notification Email: ebaldovin@ctstransit.com

Fiscal Year End Date: NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / to provide managed transportation services, transportation services consulting, and transportation software consulting and sales	

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Principals Information

Name/Title	Business Address
David L White / President	35 Nutmeg Dr, Ste 120, TRUMBULL, CT, 06611 - 5448, USA

Page 1 of 1, records 1 to 1 of 1

Registered Agent Information

Name: Saunders, Arpiar G, Jr Esq

Registered Office Address: 2 Capital Plaza 4Fl, Concord, NH, 03301, USA

Registered Mailing Address: 2 Capital Plaza 4Fl, Concord, NH, 03301, USA

Trade Name Information

No Trade Name(s) associated to this business.

Trade Name Owned By

No Records to View.

Trademark Information

Trademark Number	Trademark Name	Business Address	Mailing Address
No records to view.			

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CERTIFICATE OF AUTHORITY

I, David L. White, hereby certify that:

1. I am a duly elected ~~Clerk~~/Secretary/Officer of Coordinated Transportation Solutions, Inc.

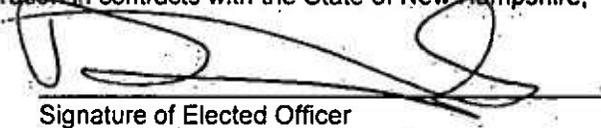
2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on February 9th, 2022, at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Edward Platt, Vice President and Chief Operation Officer

is duly authorized on behalf of Coordinated Transportation Solutions, Inc. to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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

Dated: 1/4/2023



Signature of Elected Officer

Name: David L. White

Title: President and CEO



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/03/2023

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

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

PRODUCER Shoff Darby Companies 488 Main Avenue 3rd Floor Norwalk CT 06851	CONTACT NAME: Patricia McFarland PHONE (A/C, No, Ext): (203) 445-2114 FAX (A/C, No): (203) 354-6480 E-MAIL ADDRESS: mcfarlandp@shoffdarby.com																					
INSURED Coordinated Transportation Solutions, Inc. 35 Nutmeg Drive Suite 120 Trumbull CT 06611	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Underwriters at Lloyds, London</td> <td style="text-align: center;">10738</td> </tr> <tr> <td>INSURER B:</td> <td>Utica Mutual Insurance Company</td> <td style="text-align: center;">25976</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Underwriters at Lloyds, London	10738	INSURER B:	Utica Mutual Insurance Company	25976	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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COVERAGES **CERTIFICATE NUMBER:** 22-23 Master **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			W1C290220701	07/24/2022	07/24/2023	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 6,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 50,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 5,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ Included</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 6,000,000</td></tr> <tr><td>PRODUCTS - COM/PROP AGG</td><td style="text-align: right;">\$ Included</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 6,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ Included	GENERAL AGGREGATE	\$ 6,000,000	PRODUCTS - COM/PROP AGG	\$ Included		\$
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B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	4777747	07/24/2022	07/24/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>E.L. EACH ACCIDENT</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td style="text-align: right;">\$ 1,000,000</td></tr> </table>	E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000								
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E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																				
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																				
A	Errors & Omissions - Claims Made			W1C290220701	07/24/2022	07/24/2023	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Each Claim</td><td style="text-align: right;">\$5,000,000</td></tr> <tr><td>Policy Aggregate</td><td style="text-align: right;">\$5,000,000</td></tr> <tr><td>Retention</td><td style="text-align: right;">\$10,000</td></tr> </table>	Each Claim	\$5,000,000	Policy Aggregate	\$5,000,000	Retention	\$10,000								
Each Claim	\$5,000,000																				
Policy Aggregate	\$5,000,000																				
Retention	\$10,000																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 D&O/EPLI 7/24/22-7/24/23, Argonaut Insurance Company, Poi #ML42442123, Claims Made \$1,000,000/\$1,000,000. D&O Retention \$35,000/EPLI Retention \$50,000, Retro Date 7/24/17. Sexual/Physical Misconduct Incl in E&O-\$1,000,000/\$3,000,000-\$10,000 retention. Claims Made, Retro Date 7/25/01. E&O retro date 7/25/01 \$1,000,000/\$3,000,000 & 7/24/16 \$2,000,000/\$3,000,000 & 7/24/18 \$3,000,000/\$3,000,000. Cyber Liability Policy #660989102, 6/1/22-6/1/23, Trisura Specialty Insurance Co, \$3,000,000, \$25,000 ded. Excess Cyber 2nd layer Liability Policy #PLMBCXS1B35ZOA, 6/1/22-6/1/23, Palomar Excess Insurance Company, \$2,000,000, \$25,000 retention, Excess Cyber 3rd layer Liability Policy #EKO3432553, 6/1/22-23 National Casualty Company, \$5,000,000, \$25,000 retention Company, \$5,000,000, \$25,000 ded.

CERTIFICATE HOLDER State of NH Department of Health and Human Services 129 Pleasant Street Concord NH 03301-3857	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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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 we provide to our customers and improves the lives of the people we serve.

VALUES

Customer Focus – Our customers are the reason we are here
Integrity – We communicate openly, honestly and responsibly
Respect – We treat others as we want to be treated

Value Proposition

CTS works collaboratively with you to customize a transportation program that achieves your goals for the people in your care. Our responsive, committed, and accountable transportation team includes dedicated account managers, a member experience unit, and a local presence to connect people to care. We will do what we do best, so that you can do what you do best.

**COORDINATED TRANSPORTATION
SOLUTIONS, INC.
FINANCIAL STATEMENTS
SEPTEMBER 30, 2021 AND 2020**

**TOGETHER WITH INDEPENDENT
AUDITOR'S REPORT**

**COORDINATED TRANSPORTATION SOLUTIONS, INC.
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SEPTEMBER 30, 2021 AND 2020**

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GARVEY, STEELE & BANCROFT
Certified Public Accountants & Advisors

INDEPENDENT AUDITOR'S REPORT

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

Report on financial statements

We have audited the accompanying financial statements of Coordinated Transportation Solutions, Inc. (a nonprofit organization) which comprise the statement of financial position as of September 30, 2021 and 2020 and the related statements of activities and cash flows for the years 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, 2021 and 2020 and the changes in its net assets and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

Other matter

Our audit was conducted for the purposes of forming an opinion on the financial statements taken as a whole. The schedule of functional expenses is presented for the purpose of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial

statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion the information is fairly stated in all material respects in relation to the basic financial statements taken as a whole.

Harvey, Steele & Bancroft, LLP
Mystic, Connecticut
February 3, 2022

COORDINATED TRANSPORTATION SOLUTIONS, INC.
STATEMENT OF FINANCIAL POSITION
SEPTEMBER 30, 2021 AND 2020

ASSETS

	<u>2021</u>	<u>2020</u>
<u>Current assets</u>		
Cash	\$ 3,656,591	3,715,554
Cash - restricted	57,741	-
Accounts receivable, net	6,278,019	3,678,908
Other receivables	30,000	70,000
Prepaid expenses	547,173	395,907
Total current assets	<u>10,569,524</u>	<u>7,860,369</u>
<u>Property and equipment</u>		
Office furniture, fixtures, and equipment	261,461	268,681
Computer equipment	1,357,388	1,287,499
Leasehold improvements	186,765	186,765
Software	1,017,605	948,904
Non-Depreciable asset	-	112,525
Equipment under capital lease	-	46,733
Total property and equipment	<u>2,823,219</u>	<u>2,851,107</u>
Less accumulated depreciation	<u>(2,045,399)</u>	<u>(1,771,302)</u>
Property and equipment, net	<u>777,820</u>	<u>1,079,805</u>
<u>Other assets</u>		
Right of use assets	2,370,356	2,601,134
Restricted cash - deferred compensation	33,516	19,581
Total other assets	<u>2,403,872</u>	<u>2,620,715</u>
Total assets	<u>\$ 13,751,216</u>	<u>\$ 11,560,889</u>

See accompanying notes to financial statements

COORDINATED TRANSPORTATION SOLUTIONS, INC.
STATEMENT OF FINANCIAL POSITION
SEPTEMBER 30, 2021 AND 2020

LIABILITIES AND NET ASSETS

	<u>2021</u>	<u>2020</u>
<u>Current liabilities</u>		
Accounts payable and accrued expenses	\$ 4,337,160	\$ 2,218,423
Deferred revenue	46,083	-
Other current liabilities	29,516	-
Leases payable, current portion	209,583	185,719
Long-term debt, current portion	81,996	149,473
Total current liabilities	<u>4,704,338</u>	<u>2,553,615</u>
<u>Long-term liabilities</u>		
Deferred compensation payable	33,516	19,581
Leases payable, less current portion	2,453,498	2,663,081
Long-term debt, less current portion	656,167	735,582
Total long-term liabilities	<u>3,143,181</u>	<u>3,418,244</u>
Total liabilities	<u>7,847,519</u>	<u>5,971,859</u>
<u>Net assets</u>		
Net assets without donor restrictions	<u>5,903,697</u>	<u>5,589,030</u>
Total liabilities and net assets	<u>\$ 13,751,216</u>	<u>\$ 11,560,889</u>

See accompanying notes to financial statements

COORDINATED TRANSPORTATION SOLUTIONS, INC.
STATEMENT OF ACTIVITIES
FOR THE YEARS ENDED SEPTEMBER 30, 2021 AND 2020

CHANGE IN NET ASSETS WITHOUT DONOR RESTRICTIONS

	<u>2021</u>	<u>2020</u>
<u>Revenue</u>		
Transportation brokerage	\$ 60,394,755	\$ 60,827,315
Grant income	-	1,798,999
Investment income	6,481	2,973
Gain (loss) on disposal of asset	-	(64,909)
Other income	18,163	-
Total revenue	<u>60,419,399</u>	<u>62,564,378</u>
<u>Expenses</u>		
Program	58,064,286	58,678,332
General and administrative	<u>2,040,446</u>	<u>1,929,184</u>
Total expenses	<u>60,104,732</u>	<u>60,607,516</u>
Change in net assets	<u>314,667</u>	<u>1,956,862</u>
Net assets without donor restrictions - beginning of year	5,589,030	3,868,767
Prior period adjustment	-	<u>(236,599)</u>
Net assets without donor restrictions - beginning of year, as restated	<u>5,589,030</u>	<u>3,632,168</u>
Net assets without donor restrictions - end of year	<u>\$ 5,903,697</u>	<u>\$ 5,589,030</u>

See accompanying notes to financial statements

COORDINATED TRANSPORTATION SOLUTIONS, INC.
STATEMENT OF CASH FLOWS
FOR THE YEARS ENDED SEPTEMBER 30, 2021 AND 2020

	<u>2021</u>	<u>2020</u>
<u>CASH FLOWS FROM OPERATING ACTIVITIES</u>		
Change in net assets	\$ 314,667	\$ 1,956,862
Amounts to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization	686,054	435,119
Loss on disposition of assets	-	-
Loss on disposition of assets	-	64,909
Bad debt expense	3,468	6,000
Change in cash -restricted	(57,741)	25,844
Change in accounts receivable, net	(2,602,579)	2,172,490
Change in other receivables	40,000	50,000
Change in prepaid expenses	(151,266)	(65,703)
Change in right of use assets	230,778	(2,601,134)
Change in restricted cash - deferred compensation	(13,935)	(19,581)
Change in deposits	-	50,802
Change in accounts payable and accrued expenses	2,118,737	(689,105)
Change in other current liabilities	43,451	(285,535)
Change in deferred revenue	46,083	-
Net cash provided by operating activities	<u>657,717</u>	<u>1,100,968</u>
<u>CASH FLOWS FROM INVESTING ACTIVITIES</u>		
Purchase of property and equipment	<u>(384,069)</u>	<u>(915,585)</u>
Net cash used in investing activities	<u>(384,069)</u>	<u>(915,585)</u>
<u>CASH FLOWS FROM FINANCING ACTIVITIES</u>		
Borrowings on long-term debt	-	920,000
Repayments on long-term debt	(146,892)	(167,560)
Change in leases payable	-	2,804,273
Repayments on leases payable	(185,719)	(172,494)
Borrowings on line of credit	-	750,045
Repayments on line of credit	-	(750,045)
Net cash (used in) provided by financing activities	<u>(332,611)</u>	<u>3,384,219</u>
Net (decrease) increase in cash	(58,963)	3,569,602
Cash, beginning balance	<u>3,715,554</u>	<u>145,952</u>
Cash, ending balance	<u>\$ 3,656,591</u>	<u>\$ 3,715,554</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Amounts paid during the year for:		
Interest	<u>\$ 10,705</u>	<u>\$ 22,853</u>

See accompanying notes to financial statements

**COORDINATED TRANSPORTATION SOLUTIONS, INC.
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021 AND 2020**

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 Massachusetts and Pennsylvania.

Basis of accounting

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

Basis of presentation

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

Cash and cash equivalents

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

Accounts receivable

Pursuant to an analysis of open receivables at September 30, 2021 and 2020 the Organization has established an allowance for doubtful accounts totaling \$93,407 and \$243,335, respectively.

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 reported 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. The majority of expenses have been allocated based on a common percentage developed by time and effort of salary and wages.

COORDINATED TRANSPORTATION SOLUTIONS, INC.
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021 AND 2020

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

New accounting pronouncements

In May 2014, the Financial Accounting Standards Board issued Accounting Standards Update No. 2014-09, *Revenue from Contracts with Customers (Topic 606)*, which replaces numerous requirements in accordance with accounting principles generally accepted in the United States of America, including industry-specific requirements, and provides organizations with a single revenue recognition model for recognizing revenue from contracts with customers. The core principal of the new standard is that an organization should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the organization expects to be entitled to in exchange for those goods and services. The two permitted transaction methods under the new standard are the retrospective method, in which case the cumulative effect of applying the new standard would be applied to each prior reporting period presented and the cumulative effect of applying the standard would be recognized at the earliest period shown, or the modified retrospective method, in which case the cumulative effect of applying the new standard would be recognized at the date of initial application. The new standard is effective for annual periods beginning after December 15, 2019, and interim reporting periods with annual periods beginning after December 15, 2020. The Organization adopted the standard during the year ended September 30, 2021, see note 2 for details.

The Organization will apply this pronouncement primarily to its program service fee income which management believes will not have a material impact on the Organization's financial statements.

In February 2016, the Financial Accounting Standards Board issued Accounting Standards Update No. 2016-02, *Leases (Topic 842)*. The ASU is designed to increase transparency and comparability among organizations by recognizing lease assets and lease liabilities on the Statement of Financial Position and disclosing key information about leasing arrangements. The ASU is effective for fiscal years beginning after December 15, 2021, and interim periods within the fiscal year beginning after December 31, 2022. Early adoption is permitted. The Organization has elected to adopt the lease standard early, see note 5 for details.

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.

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 three to seven 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, 2021 and 2020 the Organization incurred advertising costs of \$28,282 and \$56,058, respectively.

Subsequent events

Management has evaluated subsequent events through February 3, 2022, the date the financial statements were available to be issued.

COORDINATED TRANSPORTATION SOLUTIONS, INC.
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021 AND 2020

NOTE 2 – REVENUE RECOGNITION

The Organization has multiple revenue streams that are accounted for as reciprocal exchange transactions, mainly arranging transportation services to disadvantaged individuals and communities. This revenue generally relates to contracts with customers for which the Organization's performance obligations are to provide a specific service. Revenue is recognized at the point in time that the Organization believes its performance obligations under the contract have been materially satisfied and they are entitled to consideration.

The contractual relationships with customers may involve a third-party payor such as governments and commercial insurance companies, and the transaction prices for the services are provided are dependent upon the terms negotiated with these third-party payors.

Transaction prices are based on standard charges for services provided to members, reduced by contractual adjustments provided to third-party payors, or for certain commercial insurance contracts, are based on the number of eligible members being covered by the commercial insurance company. Certain contracts with commercial insurance companies provide for retroactive audit and review of claims. Settlements with third-party payors for retroactive revenue adjustments due to audits, reviews and/or investigations are considered variable consideration and are included in the determination of the estimated transaction price for providing services. Said settlements are recognized in the periods in which the adjustments become known.

Because the Organization's performance obligations relate to contracts with a duration of less than one year, the Organization has elected to apply the optional exemption provided by FASB ASC 606-10-50-14(a), *Revenue from Contracts with Customers*, and, therefore, is not required to disclose the aggregate amount of transaction price allocated to performance obligations that are unsatisfied or partially unsatisfied at the end of a reporting period. There are no incremental costs of obtaining a contract and no significant financing components.

NOTE 3 – RESTATEMENT

The Organization discovered accounting errors that occurred during the year ended September 30, 2020. Accordingly, the financial statements presented for the year ended September 30, 2020 have been restated to correct those errors which resulted in a decrease in change in net assets totaling \$631,218. The adjustments are summarized below:

Accrued bonus wages	\$230,156
Revenue claim corrections	327,139
Unemployment claims	42,359
Occupancy	30,646
Other	918

NOTE 4 – 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, 2021 and 2020. There were no amounts outstanding on the revolving line of credit at September 30, 2021 and 2020.

COORDINATED TRANSPORTATION SOLUTIONS, INC.
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021 AND 2020

NOTE 5 – COMMITMENTS AND CONTINGENCIES

The Organization elected to early adopt ASU 2016-02, *Leases*. The ASU changes the accounting for leases by requiring that operating leases be capitalized and recorded on the balance sheet by adding an asset called Right to Use Asset and by adding an offsetting liability for Leases Payable, both based on the remaining future minimum lease payments, discounted at the Organization's inherent borrowing rate at the inception of each lease. The Right to Use Asset is amortized over the remaining lease term (with the amortization charged to Occupancy) and the monthly lease payments are posted to the liability account. The imputed interest portion of the payments are also charged to Occupancy. The Organization's incremental borrowing rates were determined by using the rates that they were paying on their existing debt at the inception of each lease.

Lessee arrangements

The Organization's operating leases are as follows:

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 November 2029. In addition to the base rent payments, the Organization is responsible for their proportionate share of the common allocable expenses of operating the facility.

In December 2019, the Organization entered into an operating lease for space in Shelton, Connecticut. The lease calls for rental payments beginning on February 1, 2020 that increase annually during the lease term which ends on January 31, 2030.

Right of use assets and lease liabilities and the associated balance sheet presentation are as follows:

Balance sheet presentation:

	September 30,	
	2021	2020
Right of use assets:		
Operating leases - other assets	<u>\$ 2,370,356</u>	<u>\$ 2,601,134</u>
Lease liabilities - current liabilities	\$ 209,583	\$ 185,719
long-term liabilities	<u>2,453,498</u>	<u>2,663,081</u>
Total lease liabilities	<u>\$ 2,663,081</u>	<u>\$ 2,848,800</u>

Lease expense:

	September 30,	
	2021	2020
Operating lease cost:		
Right of use asset amortization	\$ 230,778	\$ 203,139
Interest expense	<u>123,532</u>	<u>119,598</u>
Total lease cost	<u>\$ 354,310</u>	<u>\$ 322,737</u>

COORDINATED TRANSPORTATION SOLUTIONS, INC.
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021 AND 2020

NOTE 5 – COMMITMENTS AND CONTINGENCIES – continued

Upon adoption of the new standard, a cumulative adjustment totaling \$217,021 was made to net assets without donor restrictions, see Note 12 for details.

Future minimum lease payments as of September 30, 2021 are:

Year ending September 30, 2022	\$	324,363
2023		353,016
2024		368,128
2025		387,610
2026		396,781
Thereafter		<u>1,387,930</u>
Total future minimum lease payments	\$	<u>3,217,828</u>

The Organization is involved in various claims and legal actions arising in the ordinary course of business. Management is of the opinion that the ultimate outcome of these matters would not have a material adverse impact on the financial position of the Organization, its results of operations or cash flows.

NOTE 6 – 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. 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, 2021 and 2020 the Organization had approximately \$3,600,000 and \$3,175,000 of cash in excess of insurance coverage on deposits.

COORDINATED TRANSPORTATION SOLUTIONS, INC.
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021 AND 2020

NOTE 7 – LONG-TERM DEBT

At September 30, 2021 and 2020, long-term debt consisted of the following:

	<u>2021</u>	<u>2020</u>
\$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.	\$ 18,318	\$ 30,229
\$270,000 Capital Lease project loan moved to Ion Bank. Payable in monthly installments of \$11,794, including interest of 4.50%, due Mar. 2022	69,845	204,826
SBA \$500,000 loan at 2.75%; was dated 5/1/20; interest ONLY payments until 4/1/21 Thereafter, monthly payments of \$3,662 until 5/1/2035	500,000	500,000
SBA \$150,000 loan at 2.75%; was dated 8/1/20; interest ONLY payments until 8/1/21 Thereafter, monthly payments of \$641 until 5/1/2035	<u>150,000</u>	<u>150,000</u>
Total	<u>\$ 738,163</u>	<u>\$ 885,055</u>
Due within one year	\$ 81,996	\$ 149,473
Due in more than one year	<u>656,167</u>	<u>735,582</u>
	<u>\$ 738,163</u>	<u>\$ 885,055</u>

Future minimum payments under these notes are as follows:

Year ended September 30,	
2022	\$ 81,996
2023	28,973
2024	31,211
2025	35,511
2026 and thereafter	<u>560,472</u>
	<u>\$ 738,163</u>

COORDINATED TRANSPORTATION SOLUTIONS, INC.
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021 AND 2020

NOTE 8 – RETIREMENT PLANS

The Organization authorized a deferred compensation program pursuant to section 457 of the Internal Revenue Code. Under the plan, select employees can contribute a portion of their compensation to the plan. Amounts held in the account are restricted for future benefit payments but are subject to creditor risk. At September 30, 2021 and 2020 there was \$33,516 and \$19,581 in the account which had earnings of \$13,935 and \$3, respectively during the years.

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. During the years ended September 30, 2021 and 2020, the Organization made matching contributions of \$80,876 and \$67,054, respectively.

NOTE 9 – CONCENTRATIONS

During the year ended September 30, 2021 approximately 74% of the Organization's total transportation brokerage revenue was related to two contracts.

NOTE 10 – 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, 2017 through the current year remain open for examination by the Federal and state tax authorities.

NOTE 11 – LIQUIDITY AND AVAILABLE FOR GENERAL EXPENDITURE

The following reflects the Organization's financial assets as of September 30, 2021 and 2020, reduced by amounts not available for general use within one year because of contractual or donor-imposed restrictions:

	<u>2021</u>	<u>2020</u>
Financial assets:		
Cash and cash equivalents	\$ 3,656,591	\$ 3,715,554
Accounts receivable	6,278,019	3,913,665
Other receivables	30,000	70,000
Restricted cash - unemployment trust	57,741	-
Restricted cash - deferred compensation	33,516	19,581
Financial assets, at year-end	<u>10,055,867</u>	<u>7,718,800</u>
Less: those unavailable for general expenditure within one year		
Restricted cash - unemployment trust	(57,741)	-
Restricted cash - deferred compensation	(33,516)	(19,581)
	<u>(91,257)</u>	<u>(19,581)</u>
Financial assets available for general expenditure within one year	<u>\$ 9,964,610</u>	<u>\$ 7,699,219</u>

COORDINATED TRANSPORTATION SOLUTIONS, INC.
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021 AND 2020

NOTE 12 – PRIOR PERIOD ADJUSTMENTS

Certain adjustments were made to correct prior year errors and adjust beginning net assets without donor restrictions as of October 1, 2019. The errors related to recording deferred compensation and a cumulative adjustment for operating leases upon early adoption of a new lease accounting standard (See note 5). The adjustments resulted in a reduction of net assets without donor restrictions totaling \$236,599 and were as follows:

Deferred compensation	\$ 19,578
Early adoption of new lease standard	217,021

There was no effect on the change in net assets for the year ended September 30, 2020.

NOTE 13 – UNCERTAINTY

Beginning in March 2020, the COVID-19 virus was declared a global pandemic. As a result, the Organization experienced a disruption of normal operations by forcing the majority of the Organization's workforce to work remotely. The overall financial impact cannot be determined through the date of this report as the pandemic continues to exist, however management is carefully monitoring the situation and evaluating its options during this time. No adjustments have been made to these financial statements as a result of this uncertainty.

COORDINATED TRANSPORTATION SOLUTIONS, INC.
SCHEDULE OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED SEPTEMBER 30, 2021

	<u>Program</u>	<u>General and Administrative</u>	<u>Total Expenses</u>
Purchased transportation	\$ 46,802,481	\$ -	\$ 46,802,481
Salaries and wages	6,763,934	1,234,251	7,998,185
Occupancy	567,273	143,814	711,087
Payroll taxes	576,792	109,262	686,054
Employee benefits	596,788	108,771	705,559
Repairs and maintenance	644,201	113,682	757,883
Telephone and internet	458,083	80,838	538,921
Depreciation and amortization	354,480	62,555	417,035
Office supplies and expense	255,540	45,095	300,635
Professional fees	241,336	43,577	284,913
Insurance	156,813	27,673	184,486
Temporary help	148,975	-	148,975
Equipment rental	107,037	18,889	125,926
Computer consultants	96,680	17,061	113,741
Dues and subscriptions	48,426	8,546	56,972
Travel and entertainment	32,155	5,674	37,829
Recruiting expenses	31,289	-	31,289
Interest expense	31,094	-	31,094
Advertising and marketing	26,420	4,662	31,082
Property taxes	22,879	4,037	26,916
Payroll service	20,629	3,640	24,269
Interpreter services	23,708	-	23,708
Donations and gifts	19,541	3,448	22,989
Postage	11,248	1,985	13,233
Training and professional development	6,123	1,081	7,204
Miscellaneous expense	6,094	-	6,094
Bank charges	5,108	901	6,009
Bad debt expense	5,100	900	6,000
Conferences and meetings	3,468	-	3,468
Printing	591	104	695
Total	<u>\$ 58,064,286</u>	<u>\$ 2,040,446</u>	<u>\$ 60,104,732</u>

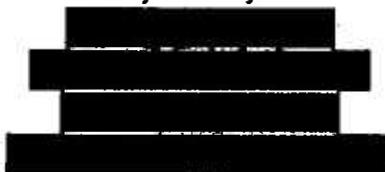
COORDINATED TRANSPORTATION SOLUTIONS, INC.
SCHEDULE OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED SEPTEMBER 30, 2020

	<u>Program</u>	<u>General and Administrative</u>	<u>Total Expenses</u>
Purchased transportation	\$ 47,315,481	\$ -	\$ 47,315,481
Salaries and wages	7,263,865	1,241,242	8,505,107
Occupancy	593,557	99,337	692,894
Payroll taxes	561,192	91,559	652,751
Employee benefits	677,206	119,507	796,713
Repairs and maintenance	509,062	89,835	598,897
Depreciation and amortization	369,851	65,268	435,119
Telephone and internet	326,971	57,701	384,672
Insurance	144,870	24,783	169,653
Office supplies and expense	139,690	24,651	164,341
Computer consultants	136,903	24,159	161,062
Training and professional development	98,234	17,335	115,569
Professional fees	90,418	15,956	106,374
Equipment rental	65,583	11,573	77,156
Advertising and marketing	50,191	8,857	59,048
Travel and entertainment	47,271	8,342	55,613
Interpreter services	47,580	-	47,580
Bank charges	39,231	6,923	46,154
Temporary help	45,553	-	45,553
Postage	27,972	4,936	32,908
Dues and subscriptions	26,369	5,435	31,804
Payroll service	22,538	3,977	26,515
Interest expense	22,853	-	22,853
Donations and gifts	15,602	2,753	18,355
Property taxes	15,211	2,684	17,895
Conferences and meetings	11,641	-	11,641
Printing	8,337	1,471	9,808
Bad debt expense	5,100	900	6,000
Total	\$ 58,678,332	\$ 1,929,184	\$ 60,607,516

	CTS Board Members	Date Started	Board Withdrawal	Term Length
4	William McDonald	9/25/2019	Chairperson	2 year
3	Marla Pantano	9/25/2019	Vice Chairperson	2 year
5	Stephen Martin	4/1/2020	Secretary	2 year
2	Reginald Knowlton	12/12/2012	Treasurer	2 year
6	Dr. Linda Marc	9/23/2020	Memeber	2 year
7	Juan (Jay) Gonzalez	2/10/2021	Memeber	2 year
8	Robert Koska	5/12/2021	Memeber	2 year
9	Dr. Beverly G. Ward	7/14/2021	Memeber	2 year
1	David L. White	9/26/1997	Member	

Term Expires
Feb-23
Feb-23
Feb-24
Feb-24
Feb-24
Feb-23
Feb-24
Feb-23

Dejah Boykin



Education:

Kolbe Cathedral High School, Bridgeport, CT
August 2010 – June 2014

Quinnipiac University, Hamden, CT
August 2014—June 2019
(Bachelors in legal studies/ Political Science)

Quinnipiac School of Law
August 2019 - May 2022
(Pursuing Law degree)

Leadership:

Youth And Law

- Learning to argue both sides of a court case.

Youth And Government

- Experiencing a day in the life of a congressman.

Students Against Destructive Decisions

- Encouraging best practices for making best choices on drug usage, online safety, etc.

Build On

- Tutoring youth at Roosevelt, volunteering at the soup kitchen, visiting the elderly at the Watermark in Bpt, Ct.

QU Eats program

- Analyzing healthy eating and how it is important to lead a healthy lifestyle while raising awareness to college students about healthy eating and helping create healthier options at the college cafeteria.

American Mock trial Association

- Traveling to rivaling schools around the country and arguing cases in front of judges.

Volunteer/ Experience:

Horizons at Green Farms Academy

- Responsibility; Supporting academic learning in the grades K-8

Child Care

- Provide Childcare for youth as young as infants to ten years of age (American Red Cross Certified). June 2008 – Present day

Interest/ Activities:

- Learning the language of Mandarin Chinese and Latin
- Aspiring to one day become a professional makeup artist for MAC
- Cheerleading/ tumbling
- Gymnastics at GCA
- Fashion Merchandising
- Business microeconomics

Computer Skills:

- Able to work on Microsoft excel, power point, etc.

Athletics:

- Cross Country team (sophomore year - senior year)
- Swim team (YMCA Bronze)
- Quinnipiac Cheer (August 2014- Current)
- Gymnastics (January 2015- current)

Work Experience:

Hollister Co Assistant manager - Milford, CT

July 2014 to September 2015

- Employee Scheduling
- Cash Register Duty
- Customer Service
- Overseer of Store and Stockroom
- Manager for potential employees

Aldo shoes associate

May 2015-November 2015

- Cash register
- Selling shoes

- Shoes care, organizing
- Cleaning store)

Target cashier

October 2015-Janurary 2018

- Cash register
- Assisting customers

Quinnipiac Polling Institute

September 2021- Current position

Remote polling interviewer

Nacole Burnette

Work Experience

PUP 2 (Line operator)

Aurora Products - Orange, CT
March 2014 to August 2018

- Manufacture products for shipping
- Run and repair machines on the line for production
- Supervision of packers and products for distribution

Sales Associate

Walmart - New Haven, CT
March 2007 to July 2007

- Handled all cash/credit/debit transactions
- Knowledge of gardening/ planting products
- Administered customer service

Service Clerk

Walgreens - Hamden, CT
July 2005 to March 2007

- Answered phones
- Customer Service
- Handled all cash/credit/debit transactions
- Closed out register
- Restocking of merchandise

Education

Associate in Business Management

Albertus Magnus College - New Haven, CT
June 2011 to January 2013

High school In General Studies

James Groves - Wilmington, DE
September 1995 to June 1996

Skills

- Typing 45wpm Proficient in MS/Word/Excel/Powerpoint/ Internet (2 years)

Assessments

Customer service — Proficient

August 2021

Identifying and resolving common customer issues

Full results: Proficient

Customer focus & orientation — Familiar

August 2021

Responding to customer situations with sensitivity

Full results: Familiar

Work style: Reliability — Expert

July 2021

Tendency to be reliable, dependable, and act with integrity at work

Full results: Expert

Indeed Assessments provides skills tests that are not indicative of a license or certification, or continued development in any professional field.

Jessica lebron

[REDACTED]

Bilingual (English & Spanish) dedicated and experienced professional with 10+yrs experience in retail. I have impeccable interpersonal and communication skills that allow me to assist customers in a way that enhances understanding. I also possess excellent leadership and supervisory skills. I always rise above expectations when taking on a position. In addition those on my team often speak highly of my ability to be consistent and fair in my dealings with both employees and customers.

Work Experience

Team Lead Manager

Madrag Clothing Store - Bridgeport, CT
January 2021 to Present

Cashier, managed store appearance, bank drops, customer service, gave associates their directions for the day. Shipment processor

Assistant Manager

Windsor fashion - Trumbull, CT
March 2020 to November 2020

Opening and closing
Manage team
Keeping store at company standard
cashier
Process shipment

Transportation Coordinator

Logisticare - North Haven, CT
August 2015 to March 2018

A national non-emergency medical transportation (NEMT) management company who acts as broker for state government agencies
Transportation Coordinator
Manage incoming calls for Medicaid members who qualify for transportation through New York Department of Health.
Maintain call center database by entering required information.

Machine Operator

Advantage Resources - Bridgeport, CT
August 2015 to March 2016

Temporary Assignment
Working with computer-controlled equipment to make sure they were set up properly, working well, and producing quality product.

Sales Associate and Cashier

Madrag Clothing - Bridgeport, CT
April 2014 to June 2015

Customer service, processed shipment, help maintain stores appearance.

Shipment Processor

UniFirst Corporation - Bridgeport, CT
September 2011 to April 2013

Process / Press uniform orders and shipped to Big brand companies.

Receptionist

Bridgeport Family Chiropractic Office
February 2007 to October 2008

Performed essential functions pertaining to insurance eligibility and Verifications, worker compensation illegibility, data entry, clinical records and all consumers related customer issues.

Sales Associate

Build-A-Bear Workshop - Trumbull, CT
November 2006 to February 2007

Process shipment, cashier, hosted children parties, kept up stores appearance.

Sales Associate

Gymboree clothing store - Trumbull, CT
April 2003 to October 2006

Process shipment, cashier, cleaned and kept up stores appearance on the floor and backroom.

Sales Associate

D.e.m.o - Trumbull, CT
July 2004 to May 2006

Process shipment, cashier, kept up stores appearance, Kept up u.p.t for hours. wrote weekly blog for stores weekly numbers and gave up lifting words for entire staff.

Assistant Manager

Rave clothing store - Trumbull, CT
April 1999 to March 2003

I was responsible for opening and closing the store, making bank drops, making the bi-weekly schedules. I also help complete store floor sets.
I maintain a solid, trusting, and responsible team I loved working with.

Education

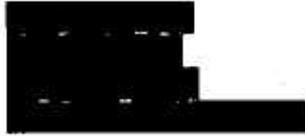
High school or equivalent in High school diploma

Mercy learning center - Bridgeport, CT
July 2017 to September 2018

Skills

- Scheduling
- Microsoft Office
- Data Entry
- Store Management Experience

Caitlyn P. Golden



Skills

Customer service
Conflict Resolution
Works well under pressure
Organized
Telephone professionalism
Problem solving
Business Applications
Data entry
Punctual
Adaptable
Flexible
Typing
First call resolution
Exceed Metrics and KPIs
Logic and Reasoning
Fact-finding Interrogation
Call listening and scoring
Complaint investigation and resolution

Education

Collinsville High School – Collinsville, IL 2001-2014.
DeWitt High School, DeWitt Arkansas 2014-2015.
Graduated 2015 - 3.5 GPA.

Awards

Multiple 1st in Solo in the soprano division.
Multiple 1st in Ensemble division.
2nd in solo in the Soprano division.
Most Outstanding Chorus member.
Pledge for the Tri-M music honor society.
Completion of Vocational course-Intro to Early Childhood Education.
Honors list for 3.5 GPA.
Honorable mention for Senior English.

Employment History

Harron Communications, Metrocast – Belmont, N.H. Feb 2016 –Oct. 2017 Customer Service Representative

- Accurate and expeditious data entry of customer accounts and payments.
- Successfully troubleshoot Internet, cable television and telephone service needs.
- Orientate customer with new equipment and how to use it.
- Consistently upsell customers with new services and offers.
- Diplomatic customer retention skills.
- Quickly and professionally resolve customer complaints.
- Handle front desk duties interfacing in person with customer needs.
- Efficient use of corporate software: MS Office, CSG, Enghouse phone networks.

McDonalds – Tilton, N.H. Oct 2015 - Feb. 2016 Crew Member

- Assisted customers on the front counter.
- Helped customers with their orders in the Drive thru.
- Customer order entry into POS.
- Prompt, polite and professional Customer service.
- Maintains active stock on condiments and other food items.
- Performs simple calculations for a customer order revisions.

Pizza Hut - Laconia, N.H. June 2015 –Jan 2016 Server

- Serving customers professionally, courteously and promptly.
- Maintain stock and inventory of salad bar items.
- Performed shifts closing tasks.

UNOs-Tilton, N.H. Oct. 10 2017-January 2018 Hostess

- Take orders for customer over the phone and in person
- Handle take out and delivery
- Process customer payments
- Keep inventory of boxes, sauces, and restroom
- Handle seating list for dining room and lounge

J.Jill-Tilton, N.H. 2016 Nov. 6-January 2018 Customer Service-Base Sales

- Constantly upsell product
- Process sales for customer
- Input customer data
- Process customer payments
- Knowledge of Microsoft Excel
- Knowledge of the system Mozart
- Use of Microsoft Outlook

Coordinated Transportation Solutions

(January, 15 2018-present)

Customer Service, Customer Service Care Representative, Team Lead, Quality Assurance representative

Customer Service Representative:

- Acted as the first point of contact for all customers taking non emergency medical transportation requests, securing transportation through various sources.
- Securing transportation with vendors
- Verifying client eligibility and confirming medical appointments
- Managed a high volume of inbound and outbound calls within KPIs
- Evaluated client needs and made cost effective decisions
- Records complaints and incidents and sent them to the call center manager
- Performed within company guidelines and worked overtime when requested

Care Representative:

- Managed multiple trip requests from nursing facilities and doctors offices via phone, email, and fax
- Continued to assist in the call center when needed on high volume days
- Contracted nursing facilities and medical facilities with necessary information regarding transportation
- Recorded complaints and incidents for nursing facilities and medical facilities when needed
- Ensured transportation was booked according to the members needs in a cost effective manner

Customer Service Team Lead:

- Assisted with hiring, training and evaluation of Call Center Staff
- Actively engaged in the management of the call center queue to ensure all SLA's are being met for the day
- Assisted in the call center when needed on high volume days
- Communicated all guidelines, policies and procedures to call center staff
- Assisted in retraining and coaching of CSRs when needed
- Listened to CSR calls to ensure the script was followed and the CSR provided excellent service
- Provided adherence coaching and feedback to call center staff.
- Facilitated remedial training sessions and conducted regular reviews of call center staff
- Researched and followed up on member incidents and complaints
- Provided technical assistance to customer service representatives
- Motivated team and maintained a strong focus to drive team and individual performance

Quality Assurance Representative:

- Enter and resolve complaints, grievances and significant events filed by customers within specific time frames
- Performed Quality Monitoring and reporting, listened to and grade calls performed by customer service representatives and outlined areas for improvement and retraining
- Listen to calls reach out to various vendors to get all the information necessary to resolve a complaint
- Processed trip denials and filled out denial letters to be sent to members
- Reviewed possible call avoidance by customer service representatives
- Assisted in training when needed

- Assisted in the call center on high volume days

***References Attached**
References

1. Celeste Bynum – Coworker at CAVC Preschool
618-514-4499
2. Susan Dougherty- Coworker at Metrocast
3. Monica Weeks - Coworker at Metrocast and Coordinated Transportation Solutions - 603-520-4204
4. Shannon Barnes – Metrocast, Director of Marketing 603-377-0280
5. Jenny Race - Coordinated Transportation Solutions, Call Center Supervisor - 603-856-5301

Coordinated Transportation Solutions Inc.Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Dejah Boykin	Customer Service Representative	To start: \$17.50/Hr	100%	Salary only: \$36,400
Nacole Burnette	Customer Service Representative	To start: \$17.50/Hr	50%	Salary only: \$18,200
Jessica Labron	Provider Relations Coordinator	To start: \$18.50/Hr	100%	Salary only: \$38,480
Caitlyn Golden	Quality Assurance Associate	To start: \$19.50	25%	Salary only: \$10,140



11 mac

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

Lori A. Shibley
 Commissioner

Henry D. Lipman
 Director

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

March 9, 2022

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Medicaid Services, to enter into a **Sole Source** contract with Coordinated Transportation Solutions, Inc. (VC#271968), Trumbull, CT in the amount of **\$456,000** for statewide non-emergency medical transportation for Medicaid Fee-for-Service members, with the option to renew for up to one (1) additional year, effective upon Governor and Council approval through January 31, 2023. 54% Federal Funds, 22% General Funds and 24% Other Funds (Medicaid Enhancement Tax and New Hampshire Granite Advantage Health Care Program Trust Fund).

Funds are available in the following accounts for State Fiscal Years 2022 and 2023, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

**05-95-47-470010-2358 HEALTH AND SOCIAL SERVICES; HEALTH AND HUMAN SVCS
 DEPT: HHS: OFC OF MEDICAID SERVICES, DIVISION OF MEDICAID SERVICES, NH
 GRANITE ADVANTAGE TRUST FUND**

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	101-500729	Medicaid Payments to Providers	47004369	\$10,955
2023	101-500729	Medicaid Payments to Providers	47004369	\$32,866
			Subtotal	\$43,821

**05-95-47-470010-7948 HEALTH AND SOCIAL SERVICES; HEALTH AND HUMAN SVCS
 DEPT, HHS: OFC MEDICAID SERVICES, DIVISION OF MEDICAID SERVICES, MEDICAID
 CARE MANAGEMENT**

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	101-500729	Medicaid Payments to Providers	47004050	\$101,415

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 4

2023	101-500729	Medicaid Payments to Providers	47004050	\$304,244
			Subtotal	\$405,659

05-95-47-470010-7051 HEALTH AND SOCIAL SERVICES; HEALTH AND HUMAN SVCS DEPT, HHS: OFC MEDICAID SERVICES, DIVISION OF MEDICAID SERVICES, CHILD HEALTH INSURANCE PROGRAM

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	101-500729	Medicaid Payments to Providers	47004060	\$1,629
2023	101-500729	Medicaid Payments to Providers	47004060	\$4,891
			Subtotal	\$6,520
			Total	\$456,000

EXPLANATION

This request is **Sole Source** because the Department received limited notification from One Call Government Solutions, LLC (One Call) that corporately they were exiting the Medicaid NEMT business-line nation-wide. Out of concern that One Call's driver network could unwind and in the interest of preventing a gap in service for Medicaid beneficiaries. Conducting a full procurement and setting up a new network with the time window available, without putting beneficiary's transportation continuity at risk, was not possible with the notice given.

The proposed vendor is Coordinated Transportation Solutions, Inc. who has previously provided non-emergent medical transportation services to the Department for its Fee-for-Service Medicaid population. Additionally, Coordinated Transportation Solutions, Inc. is currently contracted with one of the NH Medicaid managed care organizations to provide non-emergent medical transportation services for beneficiaries enrolled in their plan. As a result of that existing contract and their knowledge of the NH Medicaid non-emergency medical transportation program, Coordinated Transportation Solutions, Inc. has a network of enrolled transportation providers and has familiarity with the State's claims and encounter system which will allow for a more seamless transition for the beneficiaries served. Coordinated Transportation Solutions, Inc. will be able to meet the Department's need for non-emergent medical transportation services with little to no transition preparation. The Department was contacted by the other Medicaid transportation broker in the market about assuming the terms of the One Call contract. The terms we were able to negotiate with the Coordinated Transportation Solutions, Inc. contract were more favorable than having the contract assumed by the other broker. Additionally, a number of stakeholders conveyed the transition contemplated with Coordinated Transportation Solutions, Inc. would be preferred and less challenging based on their model of assigning and fulfilling rides, particularly for nursing facilities.

The purpose of this request is to ensure Medicaid members in the State's Fee-for-Service program have uninterrupted access to non-emergency medical transportation to all Medicaid

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 3 of 4

covered services. State Medicaid programs are required to provide necessary and appropriate transportation, including the provision of non-emergency ambulance and wheelchair van services, for beneficiaries to travel to and from their home or nursing facility to Medicaid covered services.

Approximately 4,000 members will be eligible each month for transportation services through the end of the public health emergency, and start to decline beginning the month thereafter.

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

The Contractor will conduct beneficiary satisfaction survey and take necessary corrective actions. The Contractor will handle all grievances communicated in a timely manner, unless it is Significant or Reportable, which will be reported to the Department within twelve (12) and twenty-four (24) hours respectively. The Contractor will keep the Department apprised throughout the entire grievance process. If there is an accident, the Department will be notified within twenty-four (24) hours, unless it results in an injury in which the Department will be notified within twelve (12) hours.

The Department will monitor contracted services by:

- Member scheduled rides for all services are delivered within 15 minutes of the scheduled pick-up or appointment time.
- Ensuring Transportation Providers and drivers comply with the Driver Code of Conduct, pre-employment screening, annual employment screening, driver requirements, and all education requirements.

As referenced in Exhibit A of the attached contract, the parties have the option to extend the agreement for up to one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Under the current procured MCO contract, the State's three (3) managed care organizations have the ability to contract with the non-emergency transportation broker of their choosing. Prior to One Call leaving the non-emergency transportation market, there were three (3) transportation brokers serving New Hampshire's Medicaid beneficiaries. The Department intends to use the time during the upcoming contract to evaluate the efficiency and effectiveness of the current model of delivering NEMT under the next procurement.

Should the Governor and Council not authorize this request Medicaid beneficiaries in the Fee-for-Service program, who are dependent on the non-emergency transportation program, may not have access to needed transportation to Medicaid-covered services, and would make the Department noncompliant with its State Plan.

Area served: Statewide

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

Source of Funds: CFDA #93.778, FAIN #2205NH5MAP, General Funds, and Other Funds
(Medicaid Enhancement Tax and New Hampshire Granite Advantage Health Care Program Trust
Fund)

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

Respectfully submitted,

DocuSigned by:
Lori A. Shibinette
249A837E06E8488...

Lori A. Shibinette
Commissioner



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

Denis Goulet
Commissioner

February 18, 2022

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

Dear Commissioner Shibinette:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Coordinated Transportation Solutions, Inc. of Trumbull, CT, as described below and referenced as DoIT No. 2022-114.

The Department of Health and Human Services requests approval to enter into a contract with Coordinated Transportation Solutions to ensure Medicaid members in the State's Fee-for-Service program have access to non-emergency transportation to all Medicaid covered services. State Medicaid programs are required to provide necessary and appropriate transportation, including the provision of non-emergency ambulance and wheelchair van services, for beneficiaries to travel to and from their home or nursing facility to Medicaid covered services.

The cost of the contract is not to exceed \$456,000.00 and it shall become effective upon Governor and Council approval through January 31, 2023.

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

Sincerely,

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

Denis Goulet

DG/RA
DoIT #2022-114
cc: Michael Williams, IT Manager, DoIT

Subject: Non-Emergency Medical Transportation (NEMT) Program for Fee-for-Service (FFS) Medicaid Beneficiaries (SS-2022-DMS-01-NEMT-01)

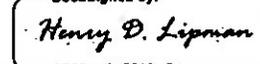
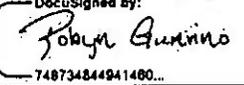
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Coordinated Transportation Solutions, Inc.		1.4 Contractor Address 35 Nutmeg Drive Suite 120 Trumbull, CT 06611	
1.5 Contractor Phone Number (203) 736-8810	1.6 Account Number 05-95- 47-470010-2358; 05-95- 47-470010-7948; 05-95- 47-470010-7051	1.7 Completion Date January 31, 2023	1.8 Price Limitation \$456,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature  Date: 3/10/2022		1.12 Name and Title of Contractor Signatory Edward Platt VP/COO	
1.13 State Agency Signature  Date: 3/10/2022		1.14 Name and Title of State Agency Signatory Henry D. Lipman Medicaid Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 3/10/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			


 Contractor Initials _____
 Date 3/10/2022

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.

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8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

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

9. TERMINATION.

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

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

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

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

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

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

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

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

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

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

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

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



EXHIBIT A

REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

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

3.3. The parties may extend the Agreement for up to 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.

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

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

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**New Hampshire Department of Health and Human Services
Non-Emergency Medical Transportation (NEMT) Program for
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EXHIBIT B

Scope of Services

1. Statement of Work

- 1.1. The Contractor shall provide transportation services, statewide, to Medicaid beneficiaries who are enrolled in the Fee-For-Service (FFS) program, which include:
 - 1.1.1. Individuals with a spenddown, referred to as In-and-Out Medical Assistance;
 - 1.1.2. Individuals enrolled in the Health Insurance Premium Payment Program (HIPP).
 - 1.1.3. Individuals who are eligible through presumptive eligibility (PE); and
 - 1.1.4. Military veterans receiving Veterans Administration benefits that include:
 - 1.1.4.1. VA Pension Benefits;
 - 1.1.4.2. VA Nursing Facility Pension;
 - 1.1.4.3. VA Disability;
 - 1.1.4.4. VA Aid and Attendance; and/or
 - 1.1.4.5. VA Frozen Pension.
- 1.2. For the purposes of this agreement, all references to days shall mean business days, Monday through Friday.
- 1.3. For the purposes of this agreement, all references to business hours shall mean Monday through Friday from 8am to 5pm EST, excluding state and federal holidays.

2. Statement of Work - Process and Fulfill Trip Request

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

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EXHIBIT B

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

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Non-Emergency Medical Transportation (NEMT) Program for
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EXHIBIT B

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

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EXHIBIT B

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- 2.13.3. Promoting mileage reimbursement solutions for the beneficiary, their family, or other authorized caregivers.
 - 2.14. The Contractor shall ensure the transportation needs of beneficiaries residing in nursing home facilities are met by:
 - 2.14.1. Allowing all nursing home facilities to schedule transportation for their residents directly with the Transportation Provider, as directed by the Department, rather than scheduling trips through the Contractor.
 - 2.14.2. Complying with all Department-issued guidance with regard to the procedures for nursing home facility transportation processes.
 - 2.15. The Contractor shall review, approve, and pay mileage reimbursement to beneficiaries who need assistance with paying for gasoline to get to Medicaid-covered services. The Contractor shall:
 - 2.15.1. Must confirm beneficiary eligibility before paying a mileage reimbursement claim.
 - 2.15.2. Review mileage reimbursement forms, as completed by beneficiaries and signed by medical providers, within thirty (30) days of trip completion.
 - 2.16. The Contractor shall reimburse individuals for utilizing public transportation after the reimbursement form is completed and verified.
 - 2.17. The Contractor shall ensure that beneficiaries living in the same household, who are traveling to the same location for an appointment, are only reimbursed once for mileage.
 - 2.18. The Contractor shall reimburse Transportation Providers through an electronic claims portal. The Contractor shall:
 - 2.18.1. Review the claim submission to ensure all required fields have been properly completed by the provider; and
 - 2.18.2. Make payment to the Transportation Provider within thirty (30) business days from the transportation claim being received if all criteria for submitting a claim are met; or
 - 2.18.3. Manually review all claims that fall into exception status due to not meeting all criteria and, once information is verified, make payment within thirty (30) business days of the manual verification.
 - 3. **Scope of Services – Operation of Call Center**
 - 3.1. The Contractor shall operate a call center that schedules transportation for Medicaid beneficiaries and answers questions from beneficiaries and providers. The Contractor shall:

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EXHIBIT B

- 3.1.1. Ensure call center representatives provide the beneficiary with the most cost-effective mode of transportation.
- 3.1.2. Provide customer service representative trainings tailored to addressing beneficiary physical and cognitive needs, which include, but are not limited to:
 - 3.1.2.1. Hands-on product training in transportation services.
 - 3.1.2.2. Quality monitored feedback.
 - 3.1.2.3. Plan-specific level agreements (SLAs).
 - 3.1.2.4. Focused soft skills training on beneficiary interactions, including how to handle challenging callers.
 - 3.1.2.5. Fast, efficient order intake and scheduling.
 - 3.1.2.6. Cultural sensitivity and confidentiality training.
 - 3.1.2.7. Fraud, waste, and abuse (FWA) training.
 - 3.1.2.8. Health, safety, and welfare training.
- 3.2. The Contractor shall utilize real-time monitoring and dashboards to continuously monitor service levels to ensure continuity of services.
- 3.3. The Contractor shall ensure the call center has multi-lingual capabilities and operates a telephone device for the deaf and hard of hearing (TTY) during hours of operation. The Contractor shall:
 - 3.3.1. Capture and document the preferred language of beneficiaries.
 - 3.3.2. Stay on the telephone with both the beneficiary and the translator until all questions are answered and services are either provided or scheduled.
- 3.4. The Contractor shall ensure the call center is staffed with personnel knowledgeable about Medicaid FFS with the ability to communicate with individuals who may be experiencing communication barriers. The Contractor shall ensure accessibility to call center services through:
 - 3.4.1. A statewide toll-free Department-dedicated telephone number.
 - 3.4.2. Online booking capabilities.
- 3.5. The Contractor shall confirm the trip request with the beneficiary, through a text or a telephone call if texting capabilities are not available, once the trip has been scheduled.
- 3.6. The Contractor shall ensure that, after regular business hours, the call center telephone line is answered by a live attendant or an automated system with the capability to provide callers with information that includes, but is not limited to:

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EXHIBIT B

- 3.6.1. Operating hours and instructions on how to obtain emergency medical care.
- 3.6.2. How to call 911 in the event of an emergency.
- 3.6.3. How to leave a message regarding an urgent request for transportation.
- 3.6.4. How to leave a message regarding a non-urgent request for transportation.
- 3.7. The Contractor shall ensure after-hours calls are reviewed within one (1) hour of the beneficiary's call. The Contractor shall ensure:
 - 3.7.1. The call is returned within the hour and transportation is scheduled within two (2) hours of the beneficiary's call, if the request is urgent; or
 - 3.7.2. The call is returned during the next business day, if the request is non-urgent.
- 3.8. The Contractor shall ensure the call center is operational, at a minimum, excluding weather emergency declarations by the State of New Hampshire and State Holidays:
 - 3.8.1. Monday thru Friday: 8:00 am EST to 5:00 pm EST; and
 - 3.8.2. During major program transitions or peak events, as determined by the Department, at which time the Contractor shall accommodate additional hours and capacity, subject to mutual agreement.
- 3.9. The Contractor shall coordinate its call center with the Department's Customer Service Center.
- 3.10. The Contractor shall answer all calls within ninety (90) seconds being placed in queue to have the call answered.
- 3.11. The Contractor shall develop a warm transfer protocol for beneficiaries who may call the incorrect call center to be transferred to speak to the correct representative.
- 3.12. The Contractor shall have a comprehensive plan to handle call volume that exceeds staff capacity, which includes, but is not limited to:
 - 3.12.1. The capacity to roll calls over by shifting resources to accommodate expanded capacity within one hour of the increase in call volume.
 - 3.12.2. Enacting disaster recovery protocols that leverage multiple contact center sites.

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EXHIBIT B

- 3.13. The Contractor shall ensure that call center staff verify each caller's identity utilizing a minimum of two (2) points of verification against the eligibility files provided by the Department.
- 3.14. The Contractor shall develop and submit telephone scripts to be utilized by Customer Services Representatives for Department approval.
- 3.15. The Contractor shall ensure the telephone system utilized to provide services includes, but is not limited to:
 - 3.15.1. The capability to transfer calls to the Department's Voice Over Internet Protocol (VOIP) system.
 - 3.15.2. The capability of accepting inbound and placing outbound calls.
 - 3.15.3. The ability to transfer calls received that have unique circumstances or situations that need to be transferred to the Department.
 - 3.15.4. The ability to route calls to specific queues, which may include an automatic call distribution system.
 - 3.15.5. The ability to track call statistics necessary to provide required reports identified in Subsection 10, below.
- 3.16. The Contractor shall allow the Department to monitor call center activities, which includes, but is not limited to:
 - 3.16.1. Allowing the Department to monitor live calls while on-site at the call center.
 - 3.16.2. Making digital files of calls received available to the Department on the same day that calls are received, as requested by the Department.
- 3.17. The Contractor shall ensure a separate, toll-free phone number is available for use by the Contractor's Transportation Providers.
- 4. **Scope of Services - Beneficiary Satisfaction Surveys and Grievance & Appeals Process**
 - 4.1. The Contractor shall conduct beneficiary satisfaction surveys to measure customer satisfaction.
 - 4.2. The Contractor shall ensure beneficiary complaints are processed in the order they are received by severity of the complaint. The Contractor shall categorize each complaint as either a Significant Event or a Reportable Event:
 - 4.2.1. **Risk Level 1-Significant Event:** Beneficiary (or beneficiary's family or property), health, or well-being is or was in serious jeopardy. For example, one or more sentinel events, such as death or bodily injury have occurred. The Contractor shall handle and report complaints

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within twelve (12) hours of the event to the Department and to the beneficiary.

4.2.2. **Risk Level 2–Reportable Events:** This category includes all other adverse or reportable events including but not limited to a beneficiary receiving inappropriate equipment or services in required time frame, a provider's action or inaction has caused the Department, and/or the Contractor's relationship with the Department, reputation, industry status, or financial benefit to be negatively impacted. The Contractor shall report and communicate complaints within twenty- four (24) hours of receiving the reported concern to the Department and to the beneficiary.

4.3. The Contractor shall ensure all complaints received regarding Transportation Providers are processed in accordance with the assigned Risk Level specified in Subsection 4.3, above. The Contractor shall:

4.3.1. Speak with, or send an email, or send written correspondence directly to the beneficiary confirming the receipt of the concern stating that the concern has been documented and is being resolved.

4.3.2. Conduct research and review all trip details by reaching out to the beneficiary, provider, and/or facility.

4.3.3. Keep the Department apprised of the progress of the review.

4.3.4. If the complaint is not resolved with initial correspondence, the Contractor will send the findings and recommended resolution to the Department for review and approval.

4.3.5. If there is a dissatisfaction with the initial attempts made by the Contractor to resolve the complaint, ensure:

4.3.5.1. The complaint is escalated within the organization;

4.3.5.2. The management team collaborates with experts to resolve the current conflict and mitigate future complaints; and

4.3.5.3. Experts may include, but are not limited to:

4.3.5.3.1. The training unit.

4.3.5.3.2. Medical experts.

4.3.5.3.3. Transportation experts.

4.3.6. Ensure all appeals are resolved within thirty (30) calendar days after the appeal is filed. The Contractor shall ensure the Department is apprised of all progress, including but not limited to:

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- 4.3.6.1. Continuing research and documentation of the complaint throughout the process.
- 4.3.6.2. Sharing all details and findings with the Department.
- 4.3.6.3. Ensuring the Department is notified of the resolution and/or action takes place as a result of the escalation.
- 4.4. The Contractor shall ensure when a grievance is made against a Transportation Provider, actions include, but are not limited to:
 - 4.4.1. Education, which includes, but is not limited to distribution of appropriate training or education materials and access to available webinars.
 - 4.4.2. Escalation, which includes, but is not limited to, engaging assistance as outlined in Paragraph 4.4.5.
 - 4.4.3. Remediation, which may include, but is not limited to, a corrective action plan, probation, or termination.
- 4.5. The Contractor shall ensure the grievance process includes swift action when the Contractor or the Transportation Provider receives complaints regarding a particular driver that indicates an immediate risk to beneficiaries. The Contractor shall ensure swift action includes, but is not limited to:
 - 4.5.1. Notifying the Department within twelve (12) hours of making the determination of immediate risk.
 - 4.5.2. Directing the Transportation Provider to suspend the driver's ability to transport any beneficiaries pending further review.
 - 4.5.3. Investigating the matter in order to determine the level of risk, if any, posed by the driver.
 - 4.5.4. Determining any further steps to be taken, if any, which may include, but are not limited to:
 - 4.5.4.1. Further driver training.
 - 4.5.4.2. Continued suspension.
 - 4.5.4.3. Termination of the driver's employment with the Contractor or Transportation Provider, therefore placing the driver in the "do not use" (DNU) status.
 - 4.5.4.4. Referral to the proper law enforcement and/or licensing authorities.
 - 4.5.4.5. Notification to the Department of further steps taken.
- 4.6. The Contractor shall inform the Transportation Provider of the right to appeal the Contractor's decision of any DNU action. The Contractor shall ensure

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- 4.6.1. Notification includes instructions on how to file an appeal.
- 4.6.2. Notification that the appeal must be filed within 72 hours of being notified of the DNU status.
- 4.6.3. Appeals are reviewed by the Contractor's credentialing team on a monthly basis.
- 4.6.4. The Department is informed of any appeals that result in the DNU status being overturned.
- 4.7. The Contractor shall ensure complaints against their organization are processed in the order they are received by severity of the complaint. The Contractor shall categorize each complaint as either significant or reportable, which include:
 - 4.7.1. **Significant:** Any issue brought to the Contractor's attention by the Transportation Provider that involves a higher authority or punitive outcome, which may include legal involvement or
 - 4.7.2. **Reportable:** Any issue brought to the Contractor's attention by the Transportation Provider that is adversely affecting the transportation provider or transportation network, which may include payment issues, payment rates, or network adequacy.
- 4.8. The Contractor shall process complaints against themselves in accordance with processes outlined in Subsection 4.4, above.
- 4.9. The Contractor shall review all complaints on a monthly basis to ensure complaints have been handled in accordance processes specified in Subsection 4.4., above.
- 5. **Incident Reporting**
 - 5.1. The Contractor shall ensure all initial notifications of adverse events or incidents, and any follow-up actions taken are documented and provided to the Department using the approved process for incident reporting.
 - 5.2. The Contractor shall notify the Department within twelve (12) business hours of the Contractor being notified, or becoming aware, of events involving a beneficiary who is the alleged victim or perpetrator of any of the following events:
 - 5.2.1. A suspected or alleged criminal offense; or
 - 5.2.2. Any injury to a beneficiary or to a contracted or subcontracted staff beneficiary that requires any level of medical intervention.
 - 5.3. The Contractor and its Transportation Providers shall report to the Department, all accidents, injuries, and incidents that have occurred in conjunction with a scheduled trip when a beneficiary is present in a vehicle, approaching or exiting a vehicle for purposes of schedule transportation. The Contractor shall ensure accidents, injuries, and incidents are reported to the Department as follows:

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- 5.3.1. Events involving a beneficiary who is the alleged victim or perpetrator of a suspected criminal offense requires notification within twelve (12) business hours of being notified or otherwise becoming aware of such an event.
- 5.3.2. An Accident/Incident with resulting injury requires notification within twelve (12) business hours of the event.
- 5.3.3. An Accident/Incident without injury resulting requires notification within twenty-four (24) business hours of the event.
- 5.3.4. Notification to the Department within one (1) business day of any incident that was referred to the Medicaid Fraud Control Unit by the Contractor or their Transportation Providers.
- 5.4. The Contractor shall report alleged incidence of beneficiary abuse and neglect pursuant to all state and federal laws.
- 5.5. The Contractor shall provide a corrective action plan that identifies mitigating steps for the prevention of future incidents, as requested by the Department.
- 5.6. The Contractor shall require all Transportation Providers to report fraud, waste, or abuse (FWA) to the Contractor, who is responsible for reporting FWA to the Department and any appropriate authorities. The Contractor shall adhere to the following practices:
 - 5.6.1. Comprehensive provider credentialing and ongoing monitoring to identify providers committing fraud and exclude them from the Transportation Provider network;
 - 5.6.2. In instances of allegations of FWA, implement pre-payment reviews to detect suspicious claims prior to payment;
 - 5.6.3. Use of post-payment audits to identify single claims, and claim trends and provider trends that require further FWA review;
 - 5.6.4. Conduct comprehensive investigations in suspected FWA;
 - 5.6.5. Appropriate recovery initiatives to recoup Medicaid dollars that were paid for fraudulent claims or to fraudulent providers; and
 - 5.6.6. Regular communication with customers and where appropriate, state and federal agencies who oversee the programs to report, effectively target, and track providers suspected of FWA activities.
- 5.7. The Contractor shall report incidents not outlined in Subsection 5.6 as required by state and federal laws.
- 5.8. The Contractor shall take appropriate action against Transportation Providers and/or drivers in response to driver misconduct that constitutes an alleged

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criminal offense or a deviation of policy that is likely to have put a beneficiary at risk.

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

6.1. The Contractor shall ensure all Transportation Providers comply with the following requirements. The Contractor shall ensure all Transportation Provider subcontract requirements include, but are not limited to:

6.1.1. Confidentiality. Transportation Providers shall treat every aspect of covered services as confidential, including the fact of Department eligibility and/or enrollment and all information pertaining to a beneficiary's physical or mental health status or condition. Each Transportation Provider shall execute a valid HIPAA subcontractor agreement with the Contractor pursuant to the terms of the Contractor's Business Associate Agreement with the Department prior to the commencement of covered services..

6.1.2. Hold Harmless. Transportation Providers shall accept the amounts paid by the Contractor for covered services furnished to beneficiaries as payment in full and in no event, including but not limited to nonpayment by the Contractor, or the Contractor's insolvency, or breach of the Contractor's agreement with the Transportation Provider, shall the Transportation Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from or have any recourse against a beneficiary, the Department, the Contractor (if the Contractor has made payments in accordance with this Agreement) or parties other than the Contractor for covered services provided to beneficiaries in accordance with this Agreement.

6.1.3. Legal Compliance. Compliance, Licensure and Certifications. Transportation Providers and, as applicable, any Drivers employed or contracted by Transportation Providers, shall comply with all applicable local, state, and federal laws and regulations, and shall hold in good standing any and all licenses and certifications required under such laws and regulations for the provision of covered services.

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

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

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6.1.4.2. Passenger and wheelchair accessibility.

6.1.4.3. Availability and functioning of seat belts.

6.1.5. Insurance. (Subparagraph 6.1.5.1. through 6.1.5.4. apply to Commercial Transportation Providers.) Throughout the term of the subcontract with the Contractor, and for so long as the Transportation Provider is providing covered services in accordance with this Agreement, the Transportation Provider shall obtain and maintain insurance, including but not limited to automobile liability insurance and general commercial liability insurance, as is necessary to provide coverage for losses and liabilities arising out of the acts and/or omissions of Transportation Providers, or their respective employees and/or agents, in the performance of, or injuries sustained during the provision of, covered services to beneficiaries as contemplated in this Agreement.

6.1.5.1. For Commercial Transportation Providers, insurance coverage shall be in amounts that are in keeping with industry standards and that are acceptable to the Contractor and the Department, the minimum amounts of which shall be not less than \$500,000 for automobile liability to include bodily injury and property damage to one person for any one accident, and \$750,000, for bodily injury and property damage to two or more persons for any one accident, including coverage for all owned, hired, or non-owned vehicles, as applicable.

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

6.1.5.3. Transportation Providers shall submit to the Contractor evidence of its compliance with all requirements regarding insurance and shall maintain insurance policies in the types and amounts, and with carriers, consistent with industry standards, but in no event in amounts less than those required to operate transportation providers vehicles in the state(s) in which transportation providers shall be providing services hereunder. At a minimum, transportation providers shall maintain the following types of insurance: Vehicle

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Liability Coverage, Comprehensive General Liability Coverage, and Workers' Compensation.

6.1.5.4.

6.1.5.5. Unless a municipally owned entity or not-for-profit corporation under the laws of the State, transportation providers will name the Contractor as additional insured with respect to work or operations performed under this Agreement.

6.1.5.6.

6.1.5.7. Consistent with State reporting requirements Transportation Providers shall inform the Contractor of any vehicle collision or incident involving a vehicle transporting a Medicaid Fee For Service client or any other incident resulting in injury or potential injury to a Fee For Service Beneficiary.

6.1.5.8.

6.1.5.9. Transportation Providers shall forward copies of certificates of insurance to the Contractor prior to the commencement of covered services, and shall issue to the Contractor and the Department, at any time upon request, copies of any applicable certificates of insurance, renewal, surcharge, cancellation notice, and/or verification of coverage.

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

6.1.6. Performance Commitments.

6.1.6.1. Driver No-Show Limits. Driver No-Shows are defined as instances where a beneficiary has requested transportation within the advance notice requirement but where the transportation request is not fulfilled by the Contractor through no fault of the beneficiary. The Contractor shall have a zero tolerance policy for driver no-shows. Upon a report of driver no-show, the Contractor shall:

6.1.6.1.1. Arrange for alternative transportation;

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- 6.1.6.1.2. Keep the beneficiary apprised of the status of the alternative accommodations;
- 6.1.6.1.3. Immediately attempt to contact the beneficiary and determine their ability to reschedule the service/appointment to a later date/time.
- 6.1.6.1.4. If needed, assist in re-scheduling of the appointment that is missed by the beneficiary;
- 6.1.6.1.5. Complete an investigation into the root cause of the driver no-show, with findings reported to the Department within ten (10) business days via the documented complaint process; and
- 6.1.6.1.6. Develop a plan to ensure sustainable performance of transportation for affected beneficiaries.

6.1.6.2. On Time Arrival. Transportation Providers must ensure drivers arrive on time for all scheduled trips. On time is defined as fifteen (15) minutes prior to and fifteen (15) minutes after the appointment time or scheduled pickup time as defined in the NEMT Quality Metrics.

6.1.6.3. Beneficiary No-Show. The Transportation Provider shall wait a minimum of fifteen (15) minutes past the pickup or appointment time before reporting a no-show. The Transportation Provider shall contact Contractor who will verify all elements are correct, then attempt to contact the beneficiary to confirm the no-show and determine if a pickup is still needed prior to leaving the pickup location. The Contractor shall notify the Department of no-shows.

6.1.6.4. Return Pickup. The Transportation Provider shall be notified by the beneficiary if there is a delay in pickup times. The Transportation Provider shall pickup within 60 minutes, similar to the will-call requirements, of notification that the member is ready for return pickup.

6.1.7. Corrective Action Plans (CAP).

6.1.7.1. If there are greater than 1% of completed trip Transportation Provider no-shows or non-on

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

6.1.7.2. The Contractor shall ensure a Corrective Action Plan (CAP) is submitted by the Transportation Provider in instances of more than 1% driver no-shows or non-on time arrivals within thirty (30) calendar days.

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

6.1.8. Transportation Provider No-Show Responsibility. The Contractor shall facilitate the subsequent rescheduling of transportation following a Transportation Provider no-show; Transportation Provider cancellation less than twenty-four (24) hours in advance; or the Contractor's failure to identify a Transportation Provider for a trip. The Contractor shall be responsible for any transportation fees or costs incurred by the Department or beneficiary as a result of the no-show or late cancellation. Any such transportation fees shall be deducted from the Contractor's compensation.

6.1.9. Outbound Calls and Beneficiary Confirmation. The Contractor shall confirm transportation with the beneficiary upon a beneficiary's request. The Contractor shall call or text, as appropriate, the beneficiary at least twenty-four (24) hours, or within a time period, as specified by the parties, in advance of the scheduled transportation time. All outbound calls to beneficiaries shall be in accordance with applicable federal regulations and state laws, including but not limited to Telephone Communication Protection Act (TCPA) 47 USC 227.

6.1.10. Trip Assignment. The Contractor shall ensure that trips requested within the required advance notice period, as mutually defined by the parties, are assigned to an available Transportation Provider. If no Transportation Provider is available, the Contractor shall notify the beneficiary at least twenty-four (24) hours before the scheduled trip time.

6.1.11. Transportation Provider Monitoring. The Contractor shall submit to the Department for approval a plan for a Transportation Performance report card including standards and quantitative metrics. The Contractor shall ensure:

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- 6.1.11.1. Transportation Providers receiving a score of less than 95% for successive monitoring periods submit a CAP to the Contractor.
- 6.1.11.2. The terms of the CAP are available to the Department.
- 6.2. The Contractor shall ensure Transportation Providers not certified by the State of New Hampshire are in compliance with vehicle and safety standards as outlined below, all inspections must take place in-person:
 - 6.2.1. Condition of Vehicle and Safety Equipment. Vehicles used in the provision of covered services are properly maintained for the beneficiary's safety and comfort. Maintenance includes, but is not limited to, ensuring:
 - 6.2.1.1. Interior of each vehicle is clean and well-maintained.
 - 6.2.1.2. Availability of appropriate and adequate seating for secure and safe transport of each beneficiary and any accompanying individuals.
 - 6.2.1.3. Strict adherence to prohibition of smoking in all vehicles, including drivers and passengers. All vehicles shall have "no smoking" signs posted in vehicle interiors in a manner that is easily visible to passengers.
 - 6.2.1.4. Vehicles shall not have signage connected to political or religious affiliations.
 - 6.2.1.5. Appropriate safety equipment is present and fully operational in the vehicle, including but not limited to the following:
 - 6.2.1.5.1. First Aid kit, including appropriate gloves and other personal protective equipment appropriate for the vehicle type.
 - 6.2.1.5.2. Roadside reflective or warning devices.
 - 6.2.1.5.3. Flashlight.
 - 6.2.1.5.4. One (1) fully charged dry carbon dioxide fire extinguisher, in operating condition, with at least a one ABC rating and bearing the label of Underwriter's Laboratory, Inc. The fire extinguisher shall be securely mounted in the vehicle in a clearly marked compartment and be readily accessible.
 - 6.2.1.5.5. Chains or other traction devices, as appropriate.

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- 6.2.1.5.6. Accident Report Forms.
- 6.2.1.6. Good operating condition, that includes, but is not limited to ensuring the following items are in functioning condition:
 - 6.2.1.6.1. Brakes.
 - 6.2.1.6.2. Tires.
 - 6.2.1.6.3. Side and rearview mirrors.
 - 6.2.1.6.4. Horn.
 - 6.2.1.6.5. Functioning speedometer and odometer.
 - 6.2.1.6.6. Functioning two-way communication system to link all vehicles to the Transportation Providers' place of business.
 - 6.2.1.6.7. Working turn signals, headlights, taillights, and windshield wipers.
 - 6.2.1.6.8. Adequate and functioning heating and air conditioning systems.
 - 6.2.1.6.9. Seatbelts equipped with an adjustable driver's restraining belt with the requirements of FMVSS 209, "Seat Belt Assemblies" (See 49 C.F.R. 571.209) and FMVSS 210, "Seat Belt Assembly Anchorages." (See 49 C.F.R. 571.210).
- 6.2.1.7. Vehicles are maintained in accordance with:
 - 6.2.1.7.1. The manufacturer's safety and mechanical operating and preventive maintenance standards inclusive of tire inflation and tread groove pattern; and
 - 6.2.1.7.2. State and federal laws, as applicable.
- 6.2.1.8. Providing written documentation of preventive maintenance; regular maintenance; inspections; lubrication and repairs performed for each vehicle under their control. Transportation Providers shall maintain documentation for a minimum of seven (7) years ensuring records include, but are not limited to, the following information:

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- 6.2.1.8.1. Identification of the vehicle, which may include make, model and license number or other means of positive identification, and proof of ownership.
- 6.2.1.8.2. Date, mileage, type of inspection, maintenance, lubrication or repair performed.
- 6.2.1.8.3. If not owned by the Transportation Provider, the name of the person or lessor furnishing the vehicle.
- 6.2.1.8.4. The name and address of any entity or individual performing an inspection, maintenance, lubrication or repair.
- 6.2.1.9. Information Displayed. All vehicles of Commercial Transportation Providers shall have:
 - 6.2.1.9.1. The Transportation Provider's name, vehicle number, if applicable, and the Contractor's Department-specific phone number prominently displayed within the interior of each vehicle; and
 - 6.2.1.9.2. Instructions for normal and emergency operation of any lift or ramp, which must be carried or displayed in every vehicle equipped with these items.
- 6.2.1.10. ADA. Vehicles of Commercial Transportation Providers must comply with the American's with Disabilities Act (ADA) regulations. Any vehicles used for the purpose of transporting individuals with disabilities must meet the requirements set forth in 49 CFR Part 38, hereby incorporated by reference; and the following:
 - 6.2.1.10.1. Installation of a wheelchair lift or ramp must not cause the manufacturer's GVWR, gross axle weight rating or tire rating to be exceeded.
 - 6.2.1.10.2. Except in locations within three and one half (3½) inches of the vehicle floor, all readily accessible exposed edges or other hazardous protrusions of parts of wheelchair lift assemblies or ramps that are

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

6.2.1.10.3. The controls for operating the lift shall be at a location where the driver or lift attendant has a full view, unobstructed by passengers, of the lift platform, its entrance and exit, and the wheelchair passenger, either directly or with partial assistance of mirrors. Lifts located entirely to the rear of the driver's seat shall not be operable from the driver's seat but must have an override control at the driver's position that can be activated to prevent the lift from being operated by the other controls, except for emergency manual operation upon power failure.

6.2.1.10.4. The installation of the wheelchair lift or ramp and its controls and the method of attachment in the vehicle body or chassis shall not diminish the structural integrity of the vehicle nor cause a hazardous imbalance of the vehicle. No part of the assembly, when installed and stowed, shall extend laterally beyond the normal side contour of the vehicle or vertically beyond the lowest part of the rim of the wheel closest to the lift.

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

6.2.1.10.5.1. The manufacturer's name and address.

6.2.1.10.5.2. The month and year of manufacture.

6.2.1.10.5.3. An inspection certificate that the wheelchair lift or

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ramp securement devices,
and their installation,
conform to State
requirements applicable to
accessible vehicles.

6.2.1.11. Vehicle State Inspection Requirement.

6.2.1.11.1. Transportation Provider shall ensure all vehicles are inspected and meet state inspection standards. Transportation Providers identified in this section, exclude public transportation and/or mass transit, which are required to comply with federal and state requirements and inspections. All vehicles used to transport beneficiaries shall be state inspected and registered in accordance with state law prior to the provision of services. Records and documentation of annual state inspections, as well as documentation of any required corrective actions, shall be retained for compliance review, a minimum of seven (7) years by the Transportation Provider.

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

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

6.2.1.11.2.2. The date of inspection.

6.2.1.11.2.3. Identification of the vehicle inspected.

6.2.1.11.2.4. Identification of the equipment and devices inspected including the identification of equipment and devices found deficient or defective (specifically

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identify corrections required in order for the Transportation Provider's vehicle to meet the requirements of the state inspection.)

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

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

6.2.1.12. Transportation Provider Pre-Service Inspections.

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

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

6.2.1.12.2.1. Service and parking brakes.

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- 6.2.1.12.2.2. Tires and wheels (noting the tires and wheels are visibly free from cracks and distortion, including bald tires, do not have missing, cracked or broken mounting lugs).
- 6.2.1.12.2.3. Steering.
- 6.2.1.12.2.4. Horn.
- 6.2.1.12.2.5. Lighting, including but not limited to directional, and hazards.
- 6.2.1.12.2.6. Windshield wipers.
- 6.2.1.12.2.7. Mirrors.
- 6.2.1.12.2.8. Passenger doors and seats.
- 6.2.1.12.2.9. Exhaust systems.
- 6.2.1.12.2.10. Equipment for transporting wheelchairs, which may include but are not limited to wheelchair lifts or belts to secure the wheel in the vehicle.
- 6.2.1.12.2.11. Safety and emergency equipment, including but not limited to flares and first aid kits.

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

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

6.3. Transportation Providers that are certified by the State of New Hampshire must comply with all required standards.

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- 6.3.1. The above referenced shall use only those vehicles that are properly registered to the Transportation Providers and approved for use in performing transportation services for hire.
 - 6.3.2. Transportation Providers will be in compliance with appropriate local, state, and federal licenses and certifications.
 - 6.3.3. Transportation Providers shall only utilize its own leased or owned vehicles to perform transportation hereunder and shall not sublet, or subcontract or arrange transportation under this Agreement from any third-party provider without the Contractor's written approval.
 - 6.3.4. Transportation Providers will be in compliance with all local, state, and federal transportation standards regarding passenger safety and comfort. Applicable standards may include but not be limited to the proper use of seat belts and shoulder restraints and child restraint systems depending upon the state operated in.
 - 6.3.5. Transportation Providers will be in possession of current appropriate local, state and, federal licenses required by respective jurisdictions.
 - 6.3.6. Each of driver shall be properly trained, possess a valid and proper license and meets all the appropriate license requirements of the state(s) in which he or she drives and all applicable federal requirements.
 - 6.3.7. Transportation Providers must assure the comfort and safety of customers by proper maintenance of its vehicles.
 - 6.3.8. Transportation Providers shall permit the Contractor (or designate) to inspect Transportation Providers vehicles and vehicle repair logs and will assist the Contractor in examining all requested documentation.
 - 6.3.9. Transportation Providers shall permit the Contractor (or designate) to inspect driver-training records and will assist the Contractor in examining all requested documentation.
- 6.4. Driver Standards.
- 6.4.1. Driver Responsibility and Training.
 - 6.4.1.1. The Contractor shall monitor or provide trainings to all drivers via live webinar or recorded sessions, which include:

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- 6.4.1.1.1. Assessment with a minimum passing score of 80%:
 - 6.4.1.1.1.1. Cultural and linguistic sensitivity;
 - 6.4.1.1.1.2. Defensive driving;
 - 6.4.1.1.1.3. Driver code of conduct;
 - 6.4.1.1.1.4. Situational behavioral training;
 - 6.4.1.1.1.5. HIPAA compliance; and
 - 6.4.1.1.1.6. Fraud, waste and abuse (FWA)
- 6.4.1.2. The Contractor shall assess drivers to ensure all drivers providing direct services attain a minimum passing score of 80%.
- 6.4.1.3. The Contractor shall obtain proof of the following certifications for each driver when applicable:
 - 6.4.1.3.1. Passenger service and safety (PASS) or NHRTAP (New Hampshire Rural Transit Assistance Program) PAT (Passenger Assistance Techniques) training or an approved equivalent; and
 - 6.4.1.3.2. Ambulance providers must be certified in First Aid and CPR.
- 6.4.1.4. The Contractor shall continuously provide the following training materials to the Transportation Providers at time of initial contracting, annually thereafter, or as requested by the provider:
 - 6.4.1.4.1. Provider education materials, trainings, or documentation which include, but are not limited to:
 - 6.4.1.4.1.1. Provider introduction and/or overview of Contractor policies and procedures.
 - 6.4.1.4.1.2. Regulatory Compliance.
 - 6.4.1.4.1.3. Provider Credentialing.
 - 6.4.1.4.1.4. Provider Invoicing, Payment Information, & Protocols.

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- 6.4.1.4.1.5. Provider Payment Notifications & Automated Clearinghouse (ACH).
- 6.4.1.4.1.6. Contract Termination.
- 6.4.1.4.1.7. Grievance & Provider Remediation Program.
- 6.4.1.4.1.8. Provider portals for applicable product lines.
- 6.4.1.4.1.9. Provider protocols.
- 6.4.1.4.1.10. Provider communication campaigns.
- 6.4.1.4.1.11. Provider job aids/reference guides.
- 6.4.1.4.1.12. New provider onboarding webinars.
- 6.4.1.4.1.13. Provider satisfaction surveys.
- 6.4.1.4.1.14. Provider manual review webinars.
- 6.4.1.4.1.15. Provider educational webinars.
- 6.4.1.4.1.16. Service Protocols, Standards, & Guidelines
- 6.4.1.4.1.17. Provider Portal, when applicable.
- 6.4.1.4.1.18. Sample Forms.
- 6.4.1.4.2. Provider newsletters or communication campaigns.
- 6.4.1.4.3. Provider job aids/reference guides.
- 6.4.1.4.4. Provider satisfaction surveys.
- 6.4.1.5. The Contractor shall ensure competence in the following areas:
 - 6.4.1.5.1. Briefing about the transportation program, reporting forms, vehicle operation and pre-service inspection requirements, and the geographic area in which Drivers will be providing service;

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- 6.4.1.5.2. Transportation Provider Invoicing Policy and Procedures;
 - 6.4.1.5.3. Road testing with the type of vehicle the Driver will be operating;
 - 6.4.1.5.4. Safety policies and responsibilities;
 - 6.4.1.5.5. Operational vehicle and equipment inspections;
 - 6.4.1.5.6. Basic operations, maneuvering and defensive driving techniques including vehicle operation in adverse driving conditions;
 - 6.4.1.5.7. Boarding, alighting, assisting and securing passengers;
 - 6.4.1.5.8. Operation of wheelchair lift and other special equipment; and
 - 6.4.1.5.9. Handling emergencies, security threats, and threat awareness, including communication of unsafe situations.
- 6.4.1.6. The Contractor shall monitor and track all training and initial credentialing via a system that provides for tracking and reporting.
- 6.4.1.7. The Contractor shall require the Transportation Providers to be credentialed upon hire and annually during the re-credentialing process.
- 6.4.1.8. The Contractor shall perform periodic audits on random trips to ensure all Transportation Providers are properly trained and credentialed.

6.4.2. Driver Selection, Reporting and Record Maintenance.

- 6.4.2.1. The Contractor shall ensure that background checks are conducted on all Transportation Providers, including rideshare/ transportation network company providers but excluding public transit drivers.
- 6.4.2.2. The Contractor shall ensure each Transportation Provider and each individual driver is not excluded from participation in any federal healthcare program (as defined in section 112B(f) of the Consolidated Appropriations Act, 2021 (Public Law 116-260), Division CC, Title II, Section 209) and is not listed on the

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exclusion list of the Inspector General and the Department of Health and Human Services.

6.4.2.3. The Contractor shall ensure Transportation Providers ensure driver selection prior to hire and at least annually thereafter, includes at a minimum the following requirements:

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

6.4.2.3.2. Review of driver applicant's criminal history and Division of Motor Vehicle records, including review of both personal and commercial or business driving records for the past five (5) years, which shall show that the driver applicant has not had more than two (2) moving violations or two (2) accidents within the last twelve (12) months.

6.4.2.3.3. Drivers shall not have been convicted of any felony or misdemeanor crimes related to drugs, alcohol, healthcare fraud, patient abuse, child abuse, elder abuse, domestic violence, or sexual misconduct. A driver shall not be on any state or federal Sex Offender Registry.

6.4.2.3.4. Within the last ten (10) years, drivers shall not have been convicted of any felony crime or misdemeanor crimes for theft, embezzlement, breach of fiduciary responsibility, other financial misconduct, domestic violence, assault, drugs, or weapons.

6.4.2.3.5. Clean motor vehicle record in accordance with Contractor guidelines.

6.4.2.3.6. Current vehicle registration and vehicle identification number (VIN), VIN to be photographed and matched to documentation.

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- 6.4.2.3.7. Training certifications, which include, but are not limited to:; PASS or NHRTAP PAT.
- 6.4.2.3.8. The above criteria must be examined prior to employment and, at a minimum, annually thereafter.
- 6.4.2.4. The Contractor shall establish a drug screening policy, for all Transportation Providers and drivers with which all parties shall comply in accordance with state and federal regulations related to drug screening for drivers.
- 6.4.2.5. The Contractor shall establish a policy for all Transportation Providers and drivers to disclose violations of drug screening policies and state and federal drug laws.
- 6.4.2.6. The Contractor and Transportation Providers shall have in place a process to disclose to the state Medicaid program the driving history, including any traffic violations, of each such individual driver employed by a Transportation Provider. [Consolidated Appropriations Act, 2021 (Public Law 116-260), Division CC, Title II, Section 209]
- 6.4.3. Driver Code of Conduct.
 - 6.4.3.1. Transportation Providers shall ensure all drivers comply with a Driver Code of Conduct which includes, but is not limited to:
 - 6.4.3.1.1. Drivers shall maintain a valid driver's license and shall comply with state and federal regulations for vehicle transport on roadways.
 - 6.4.3.1.2. No driver shall use alcohol, narcotics, illegal drugs or any drugs that impair the ability to perform all required tasks while on duty.
 - 6.4.3.1.3. No driver shall operate a vehicle when impaired as described above or if impaired by illness or fatigue while on duty.
 - 6.4.3.1.4. Drivers shall not allow passengers to sit in the front seat of the vehicle, unless medically necessary.

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

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

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

6.4.3.1.13. Drivers shall not operate a vehicle with inoperable doors or with the doors in the open position.

6.4.3.1.14. Drivers shall not leave the vehicle unattended when unsafe to do so with passenger(s) on board at any time.

6.4.3.1.15. Drivers shall not leave the vehicle unattended for more than five (5) minutes when passengers are on board.

6.4.3.1.16. Drivers shall not wear strong fragrances, eat, smoke, or text in the vehicle.

6.4.3.1.17. Drivers shall not consume fluids unless medically necessary for sustenance during transport.

6.4.3.1.18. Drivers shall not permit use of the vehicle in a manner not permitted by the construction or design of the vehicle.

6.4.3.1.19. Drivers shall not operate any vehicle with recapped, regrooved or retreaded tires on the steering axle.

6.4.3.1.20. Drivers shall not operate unclean vehicles or vehicles containing strong odors.

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

6.4.3.3. The Transportation Provider shall not refuel vehicles in a closed building.

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6.4.3.4. The Contractor shall establish procedures for drivers to deal with situations in which emergency care is needed for beneficiaries assigned for transport.

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

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

6.4.4.1.1. Opening and closing the vehicle doors.

6.4.4.1.2. Fastening the seat belt when medically necessary.

6.4.4.1.3. Storing mobility assistive devices.

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

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

6.4.4.4. Drivers shall speak English.

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

6.4.4.6. Beneficiary property that can be carried by the passenger and/or driver shall be stored safely on the vehicles at no additional charge. The driver shall provide safe and secure transportation of the following items, as applicable, within the capabilities of the vehicle:

6.4.4.6.1. Wheelchairs.

6.4.4.6.2. Child seats.

6.4.4.6.3. Stretchers.

6.4.4.6.4. Secured oxygen.

6.4.4.6.5. Personal assistive devices.

6.4.4.6.6. Intravenous devices.

6.4.4.7. Drivers shall identify themselves by name and company upon arrival to all passengers except in situations where the Driver transports a beneficiary on a recurring basis.

6.4.4.8. In the door-to-door transit service category, the Driver shall open and close doors to buildings, except in

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situations in which assistance in opening and/or closing building doors is not safe for passengers remaining in the vehicle.

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

6.5. The Contractor shall provide confirmation from the Transportation Provider on the business day prior to each trip with an additional confirmation after each trip to ensure the trip was completed as scheduled.

6.6. The Contractor shall document a record of each trip, which includes, but is not limited to:

- 6.6.1. Assigned trips.
- 6.6.2. Completed trips.
- 6.6.3. Beneficiary no-shows.
- 6.6.4. Driver no-shows.
- 6.6.5. Unfulfilled trips.
- 6.6.6. Cancelled trips.
- 6.6.7. Costs for trips.

6.7. The Contractor shall implement an online system for Transportation Providers to submit their claims.

6.8. The Contractor shall require all Transportation Providers to track and maintain records of preventative and routine vehicle service for a minimum period of seven (7) years, including daily inspection reports. The Contractor shall conduct routine audits of these materials to ensure compliance with this requirement.

7. Information Technology Security Requirements

7.1. The Contractor shall submit claims for transportation services provided to eligible beneficiaries to the NH Medicaid Management Information System (MMIS) in the Accredited Standards Committee (ASC) X12 837P claim format in order for tracking of encounter data.

7.2. The Contractor shall inquire against MMIS to verify that beneficiaries are eligible on the date of service to receive the NEMT services. The Contractor shall submit electronic inquiries:

7.2.1. Online using the MMIS portal; or

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- 7.2.2. By submitting an ASC X12N 270 compliant Eligibility Inquiry transaction; or
- 7.2.3. Inquiries can be made through the MMIS automated voice response system.
- 7.3. The Contractor shall receive the ASC X12 834 Benefit Enrollment and Maintenance transaction from the MMIS.
- 8. Readiness Testing**
 - 8.1. The Contractor shall complete readiness testing to ensure a comprehensive network and an adequate service coverage is in place to meet the needs of eligible beneficiaries, statewide. The Contractor shall complete the below readiness testing within 30 days from contract effective date. The Contractor shall:
 - 8.1.1. Reach out to the Contractor's current in-network Transportation Providers.
 - 8.1.2. Facilitate regularly scheduled Transportation Provider town halls or other group meetings with in-network and prospective Transportation Providers either in-person or via an internet platform.
 - 8.1.3. Identify and recruit additional Transportation Providers as needed to ensure network adequacy.
 - 8.2. The Contractor shall continue coordination of care needs for beneficiaries and recruit Transportation Providers via nominations from:
 - 8.2.1. Payer customers.
 - 8.2.2. Prescribing physicians.
 - 8.2.3. Other providers.
 - 8.3. The Contractor shall conduct a credentialing process through readiness testing that includes, but is not limited to:
 - 8.3.1. Prior to the transportation services go-live date:
 - 8.3.1.1. Review the service area geography and identify barriers, if any.
 - 8.3.1.2. Develop a compliance matrix and modify documents to meet contract requirements.
 - 8.3.1.3. Initiate outreach to Transportation Providers.
 - 8.3.1.4. Identify new potential Transportation Providers currently rendering Medicaid transportation covered services.

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- 8.3.1.5. Conduct town halls organized and scheduled in select cities, and/or through virtual meetings, which must include an introduction and overview of the program.
- 8.3.1.6. Contracting with Transportation Providers to ensure statewide coverage.
- 8.3.2. Prior to the transportation services go-live date:
 - 8.3.2.1. Collect executed contracts with Transportation Providers and continue in-depth provider outreach.
 - 8.3.2.2. Recruit additional Transportation Providers to address any gaps identified during adequacy analysis, including rural coverage areas.
 - 8.3.2.3. Collect and review Transportation Provider credentialing documentation.
 - 8.3.2.4. Conduct site visits and/or vehicle inspections.
 - 8.3.2.5. Begin driver training and education
- 8.3.3. Prior to the transportation services go-live date:
 - 8.3.3.1. Finalize all aspects of the program.
 - 8.3.3.2. Complete remaining vehicle inspections and Transportation Provider audits.
 - 8.3.3.3. Ensure all Transportation Providers are fully credentialed and approved with rates and service areas configured.
 - 8.3.3.4. Complete remaining driver training and education.
 - 8.3.3.5. Organize town halls in selected cities and/or virtual meetings, for final review of the program with Transportation Providers ensuring opportunity for Transportation Provider Q & A.
 - 8.3.3.6. Secure and schedule beneficiary standing orders with in-network providers.
 - 8.3.3.7. Fine tune provider network adequacy, service areas, and capacity.
 - 8.3.3.8. Conduct at least one (1) town hall as outlined in Subsection 8.1. above.
- 8.3.4. Post Go-Live
 - 8.3.4.1. Review turn-backs and escalated trips.
 - 8.3.4.2. Adjust Transportation Provider capacity and service areas, as necessary.

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8.3.4.3. Conduct continuous monitoring of program.

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

9. Exhibits Incorporated

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

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

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

10. Reporting Requirements

10.1. The Contractor shall submit the initial report no later than thirty (30) calendar days from the contract effective date and subsequent reports will be due every thirty (30) calendar days thereafter.

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

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

10.3.1. Call Center Statistics.

10.3.2. Trip Statistics.

10.3.3. Utilization of Service.

10.3.4. Provider Network.

10.3.5. Accident/Incident Report.

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

10.5. The Department expressly reserves the right to reject, suspend, or terminate the participation of any Transportation Provider and/or one or more of their Drivers.

11. Performance Measures

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

11.2. The Department will monitor performance of the Contractor by reviewing data relative to Contractor performance report cards ensuring that the data reflects a minimum score of no less than 95% satisfaction rate from consumers.

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- 11.3. The Department seeks to actively and regularly collaborate with Transportation Providers to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 11.4. The Department may collect other key data and metrics from the Contractor including client-level demographic, performance, and service data.
- 11.5. The Department may identify expectations for active and regular collaboration, including key performance objectives, in the resulting contract. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

12. Additional Terms

12.1. Impacts Resulting from Court Orders or Legislative Changes

- 12.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith. This would require a review of contract terms including any possible financial impact.

12.2. Culturally and Linguistically Appropriate Services (CLAS)

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

12.3. Credits and Copyright Ownership

- 12.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."
- 12.3.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.
- 12.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

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- 12.3.3.1. Brochures.
- 12.3.3.2. Resource directories.
- 12.3.3.3. Protocols or guidelines.
- 12.3.3.4. Posters.
- 12.3.3.5. Reports.

12.3.4. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

12.4. Eligibility Determinations

- 12.4.1. If the Contractor is permitted to determine the eligibility of individuals, such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
- 12.4.2. Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
- 12.4.3. In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
- 12.4.4. The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

13. Records

13.1. The Contractor shall keep records for ten (10) years that include, but are not limited to:

13.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

13.1.2. All records must be maintained in accordance with accounting

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procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

- 13.2. During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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Exhibit B-1 Liquidated Damages

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

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

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

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Contractor Initials: 
Date: 3/10/2022

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Exhibit B-1 Liquidated Damages

Reporting Reference ID	Standard	Liquidated Damages
Exhibit B, Section 10 Reporting Requirements <i>Timely and Accurate Delivery of Regulatory Reports</i>	The Contractor shall deliver accurate and timely regulatory and management reports, and data submissions to the Department according to the timeframes set forth in the Contract.	\$25.00 for each late report.
Exhibit B, Section 3, Subsections 3.6 through 3.10 <i>Operation of Call Center</i>	The Contractor shall meet all Call Center and call response performance standards on a monthly basis. <ul style="list-style-type: none"> • Calls must be answer 90% of calls within 90 seconds. • Urgent, after hours calls must be returned within one (1) hour of receipt of call and transportation scheduled within two (2) hours of receipt of call. • After-hour non-urgent calls returned during next business day. 	\$175.00 per month not satisfied within timeframes.
Exhibit B, Section 5 <i>Incident/ Accident/ Significant Event Reporting</i>	The Contractor shall report 100% of incidents and significant events within the prescribed timeframes. <ul style="list-style-type: none"> • Within twelve (12) business hours of the Contractor being notified, or becoming aware, of events involving a beneficiary who is the alleged victim or perpetrator of a suspected criminal offense. • Accident/Incident with injury: notification within twelve (12) business hours. • Accident/Incident without injury: notification within twenty-four (24) business hours 	\$500.00 per incident not reported within prescribed timeframe.

SS-2022-DMS-01-NEMT-01

Contractor Initials: EP
 Date: 3/10/2022

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



Exhibit B-1 Liquidated Damages

	<ul style="list-style-type: none"> • Within one (1) working day of any incident that was referred to the Medicaid Fraud Control Unit by the Contractor or Transportation Provider. 	
<p>Exhibit B, Section 5 and Section 6 <i>Failure to Act and/or Patterns of Concern</i></p>	<p>The Contractor shall take remedial action against Transportation Provider or driver in response to driver misconduct that constitutes an alleged criminal offense or a deviation of policy that is likely to have put a beneficiary at risk.</p> <p>The Contractor shall address repeated driver misconduct related to a reportable incident or accident or repeated violation of policy.</p>	<p>\$700.00 per occurrence of failure to act.</p>
<p>Exhibit B, Section 6, Subsection 6.1, Paragraph 6.1.6, Subparagraph 6.1.6.1 and 6.1.6.2 <i>Provider Timeliness</i></p>	<p>98% of routine trips requested shall be assigned to a transportation provider and completed (6.1.6.1)</p> <p>95% of urgent trips requested shall be assigned to a transportation provider and completed (6.1.6.1)</p> <p>Member scheduled rides for all services are delivered within 15 minutes of the scheduled appointment time 95% of the time.</p> <p>The Department will not apply these sanctions if the occurrence at issue is attributed to unanticipated weather conditions, a natural disaster, or other forces beyond the Contractors control (6.1.6.2).</p>	<p>\$10.00 per occurrence below 98% where routine trips are not filled.</p> <p>\$10.00 per occurrence below 95% where urgent trips are not filled.</p> <p>\$10.00 per occurrence below 95% where member is not picked up within the prescribed timeframes.</p>

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



Exhibit B-1 Liquidated Damages

<p>Exhibit B, Section 6, Subsection 6.3 and Section 12, Subsection 12.4 <i>Driver Code of Conduct & Driver Requirements</i></p> <p><i>Record Maintenance and Fraud Prevention</i></p>	<p>The Contractor must establish a monitoring program via their annual credentialing requirements to ensure transportation providers maintain vehicle and driver records as required by contract.</p>	<p>\$350.00 per missing record.</p>
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SS-2022-DMS-01-NEMT-01

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Contractor Initials: _____
Date: 3/10/2022



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

Exhibit B-2 Information Technology Requirements

1. Information Technology Security Requirements

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

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

Exhibit B-2 Information Technology Requirements

2. Technology Requirements

- 2.1. Mapping Systems. Mapping/distance software used to calculate trip mileage for reimbursement and related purposes must be updated on a monthly basis to ensure accurate geographic code distribution.
- 2.2. Reporting Systems. The Contractor must maintain the technology necessary to support the production of reports including, but not limited to: assigned trips; completed trips; member no-shows; provider no-shows; rejected trips; and cancelled trips, and costs for trips.
- 2.3. Online Functionality. The Contractor shall implement an online system for submitting claims, and mileage Contractor information.
- 2.4. Electronic Data Interchange (EDI) transaction processing and interfacing with the NH MMIS for member eligibility verification: The Contractor shall verify member FFS eligibility for the date of service either by submitting an ASC X12N 270 eligibility inquiry transaction and receiving the 271 eligibility inquiry response, submitting an online eligibility verification request, or calling the automated voice response system. Failure to confirm eligibility for the date of service will result in claims not being paid if the member is determined during claims processing not to be eligible.
- 2.5. Electronic Data Interchange Member Enrollment Processing – The Contractor shall receive and process member benefit plan enrollment data from the MMIS in the form of an ASC 834 Benefit Enrollment transaction if the Contractor chooses to receive member enrollment data.
- 2.6. Electronic Data Interchange Encounter Data– The Contractor shall submit encounter data at least weekly to the MMIS using the ASC X12 837 Professional transaction standard.

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



EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 54% Federal Funds from the Medicaid Title XIX, Medical Assistance Program as awarded on 1/1/2022 by the US Department of Health and Human Services, Centers for Medicare and Medicaid Services, CFDA # 93.778, FAIN 2205NH5MAP.
 - 1.2. 22% General funds.
 - 1.3. 24% Other funds (Medicaid Enhancement Tax and New Hampshire Granite Advantage Health Care Program Trust Fund).
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.330.
 - 2.2. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
3. Payment for said services shall be made as follows:
 - 3.1. The Contractor shall be reimbursed a monthly administrative rate of \$7,000 per month and a payment for direct transportation costs.
 - 3.1.1. The administrative costs will be processed by the fifteenth (15th) day of the month for the previous month and will be paid within thirty (30) days.
 - 3.2. The Contractor shall refund the Department capitation payments made for deceased members upon the Department's request.
 - 3.3. The Contractor shall submit monthly invoices for actual transportation costs by the fifth (5th) business day of the month, for the previous month, along with the Excel spreadsheet, in an agreed upon format, listing each transportation service provided by procedure code in accordance Exhibit C-1, Transportation Rates, with the cost of service.
 - 3.3.1. Invoices and Excel spreadsheets for Actual Transportation Costs shall be submitted by the Contractor to the Department through a secure information technology system in compliance with the Health Insurance Portability Accountability Act.
4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DMSInvoices@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
Division of Medicaid Services

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Coordinated Transportation Solutions, Inc.

Exhibit C

Contractor Initials

3/10/2022

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



EXHIBIT C

129 Pleasant Street
Concord, NH 03301

5. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
6. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
8. Notwithstanding Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
9. Audits
 - 9.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:
 - 9.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 9.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 9.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 9.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

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



EXHIBIT C

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- 9.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
 - 9.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
 - 9.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

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



Exhibit C-1 Transportation Rates

Transportation Rates

1. The capped Administrative Rate to manage transportation benefits for Medicaid Fee-for-Service (FFS) participants shall be at a rate of \$7,000 per month.
2. The Fee-for-Service (FFS) rates for direct transportation costs for Medicaid FFS participants shall be in accordance with the table below*:

Fee-for-Service Transportation Rates Paid to CTS Providers	
A0100 Taxi/Livery Base (includes first 5 miles)	15.00
S0215 Taxi/Livery Mileage (after mile 5)	\$1.40/mile
S0215 three T/L transportation providers in the CTS Network are on a different mileage fee schedule (from first mile)	\$1.60/mile – Adventure Transportation \$1.50/mile – Abba Transportation \$1.25/mile -- Nashua Express
A0130 Wheel Chair Accessible Base	\$28.50
A1030 certain WC providers are on a different base fee schedule	\$30.00
S0209 Wheel Chair Mileage (from first mile)	\$2.65/mile
S0209 WC providers are on a different mileage fee schedule (from first mile)	\$3.00/mile
A0426 Advanced Life Support Ambulance base	\$154.23-\$175.00
A0110 Public Transportation	Actual Cost
A0170 Parking Fees, Tolls, Lodging	Actual Cost
A0390 Advanced Life Support Ambulance Mileage (from first mile)	\$2.60
A0428 Basic Life Support Ambulance Base	\$145.00
A0380 Basic Life Support Ambulance Mileage (from first mile)	\$2.60
T2005 Stretcher Van Base (includes first 5 miles)	\$100.00
T2049 Stretcher Van Mileage (after mile 5)	\$2.46
T2003 Unloaded miles	Mileage rate by mode, above, calculated based on the number of miles between a provider's base location over twenty miles and the covered individual's pickup location. If additional fees are required in outlier cases, the Contractor shall seek prior approval from the Department.
T2007 Wait Time: Paid in 15-minute increments**	Fee Range: \$12.00 to \$25.00 per hour
A0090 Friends & Family Mileage Reimbursement	\$0.31/mile current, subject to adjustment by NH DHHS

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



Exhibit C-1 Transportation Rates

*The Contractor must seek written approval from DHHS for any rate deviations based on demand within the state.

**Wait Time is paid:

- 1) When dollar amount is less than paying the mileage for driver to return to base.
- 2) For ambulance trips when member stays on the stretcher during the appointment.

New Hampshire Department of Health and Human Services
Exhibit D



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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New Hampshire Department of Health and Human Services
Exhibit D



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

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

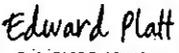
Place of Performance (street address, city, county, state, zip code) (list each location)

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

Vendor Name:

3/10/2022

Date

DocuSigned by:

 Name: Edward Platt
 Title: VP/COO

Vendor Initials 
 Date 3/10/2022

New Hampshire Department of Health and Human Services
Exhibit E



CERTIFICATION REGARDING LOBBYING

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

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

- Programs (indicate applicable program covered):
- *Temporary Assistance to Needy Families under Title IV-A
 - *Child Support Enforcement Program under Title IV-D
 - *Social Services Block Grant Program under Title XX
 - *Medicaid Program under Title XIX
 - *Community Services Block Grant under Title VI
 - *Child Care Development Block Grant under Title IV

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

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

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

Vendor Name:

3/10/2022

Date

DocuSigned by:

Edward Platt

Name: Edward Platt

Title: VP/COO

Vendor Initials 

Date 3/10/2022

New Hampshire Department of Health and Human Services
Exhibit F



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

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

INSTRUCTIONS FOR CERTIFICATION

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

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

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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

3/10/2022

Date

DocuSigned by:

 Name: Edward Platt
 Title: VP/COO

Contractor Initials

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Date 3/10/2022

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

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

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

Exhibit G

Contractor Initials

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



New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

Contractor Name:

3/10/2022

Date

DocuSigned by:
Edward Platt
Name: Edward Platt
Title: VP/COO

Exhibit G

Contractor Initials

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

New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

3/10/2022

Date

DocuSigned by:

Edward Platt

Name: Edward Platt

Title: VP/COO

Contractor Initials

EP

3/10/2022
Date



New Hampshire Department of Health and Human Services

Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

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New Hampshire Department of Health and Human Services



Exhibit I

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

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

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

New Hampshire Department of Health and Human Services



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

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Date 3/10/2022

New Hampshire Department of Health and Human Services



Exhibit I

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

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

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Contractor Initials EP

Date 3/10/2022

New Hampshire Department of Health and Human Services



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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Date 3/10/2022



New Hampshire Department of Health and Human Services

Exhibit I

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

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

Department of Health and Human Services

The State by: Henry D. Lipman

Signature of Authorized Representative

Henry D. Lipman

Name of Authorized Representative
Medicaid Director

Title of Authorized Representative

3/10/2022

Date

CTS

Name of the Contractor by: Edward Platt

Signature of Authorized Representative

Edward Platt

Name of Authorized Representative

VP/COO

Title of Authorized Representative

3/10/2022

Date

New Hampshire Department of Health and Human Services
Exhibit J



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

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

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

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

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

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

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

Contractor Name:

3/10/2022

Date

DocuSigned by:

 Name: Edward Platt
 Title: VP/COO

Contractor Initials 
 Date 3/10/2022

New Hampshire Department of Health and Human Services
Exhibit J



FORM A

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

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

NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

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

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

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

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

V. LOSS REPORTING

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

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

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

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov