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

Lori A. Weaver
Commissioner

Henry D. Lipman
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9422 1-800-852-3345 Ext. 9422
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www.dhhs.nh.gov

April 23, 2025

Her Excellency, Governor Kelly A. Ayotte
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 #216906), Trumbull, CT, to continue providing statewide non-emergency medical transportation for Medicaid Fee-for-Service members, by increasing the price limitation by $332,448 from $2,547,887 to $2,880,335 and by extending the completion date from June 30, 2025 to June 30, 2026, effective July 1, 2025, upon Governor and Council approval. 59% Federal Funds. 23% General Funds. 18% 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 and amended on January 18, 2023, item #17A; and most recently amended on January 31, 2024, item #24.

Funds are anticipated to be available in the following accounts for State Fiscal Year 2026, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

See attached Fiscal Details

EXPLANATION

This request is **Sole Source** because MOP 150 requires all amendments to agreements originally approved as sole source to be identified as sole source. In State Fiscal Year 2022, the previous contractor departed the market with insufficient notice for the Department to establish a new transportation network and conduct a competitive procurement. This Contractor was originally selected due to their extensive knowledge of the NH Medicaid non-emergency medical transportation (NEMT) program, network of enrolled transportation providers, familiarity with the State's claims and encounter system, and ability to assume services with minimal transition preparation.

The Department is requesting to extend services with the current Contractor for an additional 12 months due to the fact that the Department has not identified a viable alternative model of NEMT service delivery with coverage statewide for fewer than 2,000 eligible Fee for Service (FFS) Medicaid beneficiaries. The Department has attempted to develop an alternative model of delivery of the FFS NEMT benefit, including engaging with local ambulance service providers to propose that those companies could assume the responsibility of brokering the ambulance and wheelchair NEMT services. Ultimately, these companies determined that this model was not compatible with their business plan. However, the Department will continue to

explore new models and opportunities in the NEMT space. Last month, the Department was approached by a consultant, Impact Consulting, working for the NH Commission on Aging to complete a Community Transportation Needs Assessment. We will pursue the opportunity with Impact Consulting and the NH Commission on Aging to continue to explore opportunities to improve service delivery in the NEMT space. At this point in time, the Department is unable to initiate a competitive procurement of FFS NEMT services without disruption to NEMT service delivery.

The purpose of this request is for the Contractor to continue providing Medicaid members in the State's Fee-for-Services program with access to non-emergency medical transportation for all Medicaid covered services. Eligibility for services are verified through the Department's Medicaid Management Information System (MMIS).

Approximately 1,171 individuals will be served during State Fiscal Year 2026.

The Contractor is providing a statewide network of transportation providers that transport beneficiaries in various modes of transportation, which includes taxis, wheelchair vans, non-emergency ambulances, and vans. The Contractor ensures beneficiaries receive the most efficient mode of transportation based on their physical and/or cognitive impairments. The Contractor is maintaining a call center for beneficiaries to schedule rides. Additionally, the Contractor ensures all transportation provides complete cultural and linguistic sensitivity, defensive driving, driver code of conduct, situational behavioral training, first aid, and Cardiopulmonary Resuscitation training. The Contractor completes beneficiary satisfaction surveys and performs necessary corrective action. The Contractor responds to all grievances communicated in a timely manner unless it is Significant or Reportable, which is reported to the Department within twelve (12) and twenty-four (24) hours, respectively, and keeps the Department apprised throughout the grievance process. If there is an accident, the Department is notified within twenty-four (24) hours unless it results in an injury in which the Department is notified within twelve (12) hours.

The Department will continue to monitor services through:

- Monthly meetings with the Contractor to address provider and member concerns;
- Regularly scheduled meetings with key stakeholders to collect feedback on program performance;
- Contractor required reporting on contract performance such as ride completion and call center wait times; and
- Conducting routine claim audits.

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. Additionally, the Department would be noncompliant with the State Plan.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number 93.778, FAIN 2405NH5MAP

Respectfully submitted,

Lori A. Weaver
Commissioner

Department of Health and Human Services

Non-Emergency Medical Transportation (NEMT) Program for Fee-for-Service (EPS) Medicaid Beneficiaries (SS-2022-DMS-01-NEMT-01-A03)

05-95-47-470010-23580000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, DIVISION OF MEDICAID SERVICES, OFC OF MEDICAID SERVICES, NH GRANITE ADV HEALTH CARE TRUST FUND						
State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased)	Revised Budget
2022	101/500729	Medicaid Payments to Providers	47004369	$10,955	$0	$10,955
2023	101/500729	Medicaid Payments to Providers	47004369	$85,598	$0	$85,598
2024	101/500729	Medicaid Payments to Providers	47004369	$96,643	$0	$96,643
2025	101/500729	Medicaid Payments to Providers	47004369	$106,603	$0	$106,603
2026	101/500729	Medicaid Payments to Providers	47004369	$0	$52,680	$52,680
			Subtotal	*$299,799*	*$52,680*	*$352,479*

05-95-47-470010-79480000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, DIVISION OF MEDICAID SERVICES, OFC 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	$783,662	$0	$783,662
2024	101/500729	Medicaid Payments to Providers	47004050	$717,623	$0	$717,623
2025	101/500729	Medicaid Payments to Providers	47004050	$582,764	$0	$582,764
2026	101/500729	Medicaid Payments to Providers	47004050	$0	$237,035	$237,035
			Subtotal	*$2,185,464*	*$237,035*	*$2,422,499*

05-95-47-470010-70510000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, DIVISION OF MEDICAID SERVICES, OFC 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	$17,903	$0	$17,903
2024	101/500729	Medicaid Payments to Providers	47004060	$21,771	$0	$21,771
2025	101/500729	Medicaid Payments to Providers	47004060	$21,321	$0	$21,321
2026	101/500729	Medicaid Payments to Providers	47004060	$0	$42,733	$42,733
			Subtotal	*$62,624*	*$42,733*	*$105,357*

Total	**$2,547,887**	**$332,448**	**$2,880,335**

New Hampshire DoIT

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Drive | Concord, NH | 03301
Fax: (603) 271-1516 | TDD: (800) 753-2964
doit.nh.gov

Denis Goulet, *Commissioner*

April 29, 2025

Lori A. Weaver, Commissioner
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
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 a contract amendment with Coordinated Transportation Solutions, Inc., as described below and referenced as DoIT No. 2022-114C.

The purpose of this request is to continue providing statewide non-emergency medical transportation for Medicaid Fee-for-Service members.

The Total Price Limitation shall increase by $332,448 for a New Total Price Limitation of $2,880,335, effective upon Governor and Council approval through June 30, 2026.

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 #2022-114C

cc: Ken Gagne, IT Manager, DoIT

State of New Hampshire
Department of Health and Human Services
Amendment #3

This Amendment to the Non-Emergency Medical Transportation (NEMT) Program for Fee-for-Service (EPS) 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), as amended on January 18, 2023 (Item #17A), and most recently amendment on January 31, 2024 (Item #24) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

   June 30, 2026

2. Form P-37, General Provisions, Block 1.8., Price Limitation, to read:

   $2,880,335

3. Modify Exhibit C, Payment Terms, by adding Section 1.1., to read:

   1.1. 56% Federal Funds from Medicaid Title XIX, Medical Assistance Program as awarded on 10/01/2023 and 7/01/2024 by the US Department of Health and Human Services, Centers for Medicare and Medicaid Services, ALN 93.778, FAIN 2405NH5MAP.

   1.2. 23% General Funds.

   1.3. 21% Other Funds (Medicaid Enhancement Tax and New Hampshire Granite Advantage Health Care Program Trust Fund).

Initial
MM

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2025, 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

5/1/2025
Date

DocuSigned by:
Henry D. Lipman
CF5D44D4F70D4E4...

Name: Henry D. Lipman
Title: Medicaid Director

Coordinated Transportation Solutions, Inc.

5/1/2025
Date

Signed by:
Miguel McInnis
81C4B40B37214EB...

Name: Miguel McInnis
Title: CEO

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

OFFICE OF THE ATTORNEY GENERAL

5/5/2025

DocuSigned by:
Robyn Guarino
74B734844941460...

Date

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:

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, 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: **0007153737**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 8th day of April A.D. 2025.

David M. Scanlan

Secretary of State

CERTIFICATE OF VOTE/AUTHORITY

I, Robin Lynch of Coordinated Transportation Solutions, Inc. do hereby certify that:

1. I am the Chief of Service Delivery of Coordinated Transportation Solutions, Inc.
2. That the President and Chief Executive Officer is hereby authorized on behalf of this company to enter into said contracts with the State, and to execute any and all documents, agreements, and other instruments, and any amendments, revisions, or modifications thereto, as he may deem necessary, desirable or appropriate, and Miguel McInnis is the duly elected President and Chief Executive Officer of this company.
3. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the company and that this authorization shall remain valid for thirty (30) days from the date of this certificate.

Robin Lynch

Robin Lynch
Chief of Service Delivery
Coordinated Transportation Solutions, Inc.

Apr 11, 2025

Date

Docusign Envelope ID: 4E9F6655-E8D9-47FA-BB61-9DE02698841D

COORTRA-01 SGATTO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/2/2025

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 License # 1009544 Lawley Shoff Darby 488 Main Avenue Third Floor Norwalk, CT 06851	CONTACT NAME: Carrie Kesler PHONE (A/C, No, Ext): (203) 256-7934 7934 FAX (A/C, No): E-MAIL ADDRESS: CKesler@lawleyinsurance.com
INSURED Coordinated Transportation Solutions, Inc. 35 Nutmeg Drive Suite 120 Trumbull, CT 06611	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Underwriters at Lloyds London — 15642 INSURER B : Utica National Insurance Group INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY			W1C290240901	7/24/2024	7/24/2025	EACH OCCURRENCE	$ 6,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ Included
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 6,000,000
	[X] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ Included
	[ ] OTHER:							$
A	AUTOMOBILE LIABILITY			W1C290240901	7/24/2024	7/24/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			4777747	7/24/2024	7/24/2025	[X] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] N/A						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
D&O/EPLI 7/24/24-7/24/25, Berkley Insurance Company, Pol ##F00523082015, 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 #108053492, 6/1/24-6/1/25, Travelers Casualty & Surety Co, $5,000,000, $25,000 ded. Excess Cyber 2nd layer Liability Policy #AB-6768574-01, 6/1/24-6/1/25, At-Bay Specialty Insurance Company, $2,000,000, $25,000 retention.
Policy No. 3604-57-62, Chubb Insurance Group, 7/24/24-25 - $25,000 Employee Dishonesty/$1,000 deductible

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

CTS MISSION, VISION AND VALUES

MISSION

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

VISION

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

VALUES

CUSTOMER FOCUS

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, 2024 AND 2023

TOGETHER WITH INDEPENDENT AUDITOR'S REPORT

MYSTIC
ACCOUNTING
GROUP, LLP
CERTIFIED PUBLIC ACCOUNTANTS

COORDINATED TRANSPORTATION SOLUTIONS, INC.
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SEPTEMBER 30, 2024 AND 2023

MYSTIC
ACCOUNTING
GROUP, LLP
CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITOR'S REPORT

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

Opinion
We have audited the accompanying financial statements of Coordinated Transportation Solutions, Inc. (a nonprofit organization), which comprise the statements of financial position as of September 30, 2024 and 2023, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

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, 2024 and 2023, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion
We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Coordinated Transportation Solutions, Inc. and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management 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, and for 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.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Coordinated Transportation Solutions, Inc.'s ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements
Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue the auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting in error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit 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 Coordinated Transportation Solutions, Inc.'s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgement, there are conditions or events, considered in the aggregate, that raise substantial doubt about Coordinated Transportation Solutions, Inc.'s ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Mystic Accounting Group, LLP

Mystic, Connecticut
January 28, 2025

COORDINATED TRANSPORTATION SOLUTIONS, INC.
STATEMENT OF FINANCIAL POSITION
SEPTEMBER 30, 2024 AND 2023

ASSETS

	2024	2023
Current assets		
Cash and cash equivalents	$ 1,420,821	$ 3,615,166
Cash - restricted	116,992	26,669
Accounts receivable, net	14,825,106	12,737,275
Other receivables	58,612	1,289
Prepaid expenses	711,837	817,668
Total current assets	17,133,368	17,198,067
Property and equipment		
Office furniture, fixtures, and equipment	271,173	271,173
Computer equipment	1,895,898	1,682,686
Leasehold improvements	188,665	188,665
Software	1,295,713	1,194,564
Total property and equipment	3,651,449	3,337,088
Less accumulated depreciation	(3,101,148)	(2,694,049)
Property and equipment, net	550,301	643,039
Other assets		
Right of use assets	2,089,945	2,363,825
Deferred software costs	104,478	146,624
Restricted cash - deferred compensation	39,500	30,753
Total other assets	2,233,923	2,541,202
Total assets	$ 19,917,592	$ 20,382,308

LIABILITIES AND NET ASSETS

Current liabilities		
Accounts payable and accrued expenses	$ 9,378,772	$ 8,587,247
Deferred revenue	51,837	49,844
Other current liabilities	17,068	24,588
Leases payable, current portion	375,146	330,719
Long-term debt, current portion	34,251	30,595
Total current liabilities	9,857,074	9,022,993
Long-term liabilities		
Deferred compensation payable	39,500	30,753
Leases payable, less current portion	1,960,741	2,335,886
Long-term debt, less current portion	584,527	618,778
Total long-term liabilities	2,584,768	2,985,417
Total liabilities	12,441,842	12,008,410
Net assets		
Net assets without donor restrictions	7,475,750	8,373,898
Total liabilities and net assets	$ 19,917,592	$ 20,382,308

See accompanying notes to the financial statements.

COORDINATED TRANSPORTATION SOLUTIONS, INC.
STATEMENTS OF ACTIVITIES
FOR THE YEARS ENDED SEPTEMBER 30, 2024 AND 2023

	2024	2023
Revenue		
Transportation brokerage	$ 151,865,450	$ 141,749,936
Investment income	98,572	43,070
Other income	1,936	-
Total revenue	151,965,958	141,793,006
Expenses		
Program	148,311,883	138,567,938
General and administrative	4,311,787	1,770,842
Total expenses	152,623,670	140,338,780
Other Revenue/(Expenses)		
Gain/(loss) on disposal of assets	-	(1,225)
Contingency expense	(240,436)	-
Total other revenue/expenses	(240,436)	(1,225)
Change in net assets	(898,148)	1,453,001
Net assets without donor restrictions - beginning of year	8,373,898	6,920,897
Net assets without donor restrictions - end of year	$ 7,475,750	$ 8,373,898

See accompanying notes to the financial statements.

COORDINATED TRANSPORTATION SOLUTIONS, INC.
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED SEPTEMBER 30, 2024

	Program	General and Administrative	Total Expenses
Purchased transportation	$ 129,626,161	$ -	$ 129,626,161
Salaries and wages	12,637,441	2,917,199	15,554,640
Employee benefits	1,112,492	256,805	1,369,297
Payroll taxes	931,292	214,978	1,146,270
Computer maintenance	763,621	176,273	939,894
Telephone expense	651,159	150,312	801,471
Occupancy	623,270	143,874	767,144
Depreciation and amortization	330,749	76,349	407,098
Legal fees	204,168	47,130	251,298
Insurance	192,805	44,507	237,312
Benefits 403B Match	158,647	36,622	195,269
Recruiting expenses	108,293	24,998	133,291
Payroll service	103,504	23,892	127,396
Other professional services	95,799	22,114	117,913
Unemployment expense	68,141	15,729	83,870
Equipment rental	60,850	14,047	74,897
Temporary help	55,543	12,821	68,364
Interpreter services	53,397	12,326	65,723
Staff training	53,206	10,700	63,906
Dues and subscriptions	51,909	11,983	63,892
Travel and entertainment	49,066	11,326	60,392
Computer equipment	47,360	10,933	58,293
Internet	39,581	9,137	48,718
Accounting fees	31,624	7,300	38,924
Computer consulting	30,548	7,052	37,600
Postage	29,707	6,857	36,564
Employee recognition	28,571	6,595	35,166
Conference expense	26,750	6,175	32,925
Property taxes	24,624	5,684	30,308
Marketing	20,592	4,753	25,345
Interest expense	19,139	4,418	23,557
Office supplies and expense	17,596	4,061	21,657
Incentive compensation	16,353	3,775	20,128
Credit loss expense	11,320	2,613	13,933
Meetings	9,573	2,210	11,783
Performance bond fee	6,732	1,554	8,286
Bank charges	6,336	1,462	7,798
Facility maintenance	5,893	1,361	7,254
Gifts	3,972	917	4,889
Advertising	2,145	495	2,640
Other expense	975	225	1,200
Donations	691	159	850
Printing	288	66	354
Total	$ 148,311,883	$ 4,311,787	$ 152,623,670

See accompanying notes to the financial statements.

COORDINATED TRANSPORTATION SOLUTIONS, INC.
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED SEPTEMBER 30, 2023

	Program	General and Administrative	Total Expenses
Purchased transportation	$ 120,450,501	$ -	$ 120,450,501
Salaries and wages	11,916,594	887,661	12,804,255
Payroll taxes	898,814	65,164	963,978
Employee benefits	860,490	74,120	934,610
Telephone expense	785,255	5,567	790,822
Occupancy	591,913	150,115	742,028
Computer maintenance	678,584	53,345	731,929
Depreciation and amortization	345,580	87,642	433,222
Incentive compensation	332,270	67,028	399,298
Legal fees	256,160	64,965	321,125
Insurance	238,362	60,451	298,813
Other professional services	156,344	35,465	191,809
Benefits 403B Match	133,990	17,729	151,719
Recruiting expense	89,426	22,679	112,105
Unemployment expense	85,334	21,641	106,975
Computer equipment	63,317	16,058	79,375
Travel and entertainment	67,742	9,982	77,724
Temporary help	76,952	-	76,952
Computer consulting	53,996	13,694	67,690
Equipment rental	48,770	12,368	61,138
Dues and subscriptions	43,351	10,994	54,345
Interpreter services	53,442	-	53,442
Conference expense	41,720	10,580	52,300
Internet	35,563	9,019	44,582
Payroll service	32,336	8,200	40,536
Accounting fees	28,986	7,351	36,337
Marketing	24,973	6,334	31,307
Employee recognition	24,253	6,151	30,404
Postage	21,982	5,577	27,559
Property taxes	19,597	4,970	24,567
Interest expense	18,025	4,571	22,596
Meetings	17,206	4,364	21,570
Office supplies and expense	16,321	4,139	20,460
Facility maintenance	13,913	3,529	17,442
Staff training	11,287	2,863	14,150
Credit loss expense	13,933	-	13,933
Bank charges	8,445	2,142	10,587
Donations	-	7,910	7,910
Performance bond fee	5,462	-	5,462
Gifts	-	5,102	5,102
Other expens	3,191	809	4,000
Printing	2,218	563	2,781
Advertising	1,340	-	1,340
Lobbying expense	-	-	-
Total	$ 138,567,938	$ 1,770,842	$ 140,338,780

See accompanying notes to the financial statements.

COORDINATED TRANSPORTATION SOLUTIONS, INC.
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED SEPTEMBER 30, 2024 AND 2023

	2024	2023
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	$ (898,148)	$ 1,453,001
Amounts to reconcile change in net assets to net cash used in operating activities:		
Depreciation and amortization	407,098	433,222
Credit loss expense	13,933	13,933
Changes in:		
Cash - restricted	(90,323)	37,899
Accounts receivable, net	(2,101,764)	(4,087,241)
Other receivables	(57,323)	15,046
Prepaid expenses	105,831	(59,530)
Right of use assets	273,880	(232,999)
Deferred software cost	42,146	(146,624)
Restricted cash - deferred compensation	(8,747)	(4,490)
Accounts payable and accrued expenses	791,525	2,271,472
Deferred revenue	1,993	1,917
Other current liabilities	(7,520)	(24,847)
Deferred compensation payable	8,747	4,490
Leases payable	(330,718)	213,108
Net cash used in operating activities	(1,849,390)	(111,643)
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property and equipment	(314,360)	(331,442)
Net cash used in investing activities	(314,360)	(331,442)
CASH FLOWS FROM FINANCING ACTIVITIES		
Repayments on long-term debt	(30,595)	(6,794)
Net cash used in financing activities	(30,595)	(6,794)
Net decrease in cash	(2,194,345)	(449,879)
Cash, beginning balance	3,615,166	$ 4,065,045
Cash, ending balance	$ 1,420,821	$ 3,615,166
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Amounts paid during the year for:		
Interest	$ 27,835	$ 2,408

See accompanying notes to the financial statements.

THE ORGANIZATION AND DESCRIPTION OF BUSINESS

Coordinated Transportation Solutions, Inc. (the Organization) was organized as a Connecticut not-for-profit 501(c)(3) 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 Organization has maintained long-term relationships with both its business clients and transportation provider network. This has been achieved through its expertise in transportation coordination services and planning, brokerage operations, urban and rural transit operations, para-transit services, provider relations, trip utilization analysis, and customer service. The Organization coordinates transportation services in various segments including Non-Emergency Medical Transportation, Special Education Transportation, Veterans Transportation, Workers' Compensation Transportation, and ADA Para-transport. It currently delivers over one million trips annually to residents of Vermont, New Hampshire, Maine, Connecticut, Maryland, Pennsylvania, New York, New Jersey, and Rhode Island. The majority of the Organization's revenue was generated in New Hampshire, Massachusetts and Pennsylvania.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

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.

Reclassifications

Certain reclassifications and adjustments have been made to the financial statements of the prior year in order to conform to the current year presentation. These reclassifications have no effect on previously reported net income or total net assets.

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.

Net Asset Categories

To ensure observance of limitations and restrictions placed on the use of resources available to the Organization, the accounts of the Organization are maintained in the following net asset categories:

Net assets without donor restrictions – Net assets that are not subject to donor-imposed stipulations but may be designated for specific purposes by the Board of Directors.

Net assets with donor restrictions – Net assets subject to donor-imposed stipulations that may or will be met either by the actions of the Organization and/or the passage of time, or which may be perpetual. When a restriction is satisfied, the associated amount is reclassified from net assets with donor restrictions to net assets without donor restrictions and is reported in the statement of activities as net assets released from restrictions. At September 30, 2024 and 2023, the Organization had no net assets with donor restrictions.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

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, 2024 and 2023, the Organization has established an allowance for credit losses totaling $28,416 and $77,092, respectively.

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.

Leases
Under *ASU No. 2016-02 "Leases (Topic 842)*, leases are classified as operating or finance leases at the lease commencement date. The Organization leases certain locations and equipment. The Organization records leases on the statements of financial position in the form of a lease liability for the present value of future minimum payments under lease terms and right-of-use asset equal to the lease liability adjusted for the items such as deferred or prepaid rent, lease incentives, and any impairment of the right-of-use asset. The discount rate used in determining the lease liability is based upon incremental borrowing rates the Organization could obtain for similar loans as of the date of commencement or renewal. The Organization does not record leases on the statements of financial position that are classified as short term (less than one year).

At lease inception, the Organization determines the lease term by considering the minimum lease term and all optional renewal periods that the Organization is reasonably certain to renew. The lease term is also used to calculate straight-line lease expense. The depreciable life of leasehold improvements is limited by the estimated lease term, including renewals if they are reasonably certain to be renewed. The Organization's leases do not contain residual value guarantees or material variable lease payments.

Operating lease expense consists of a single lease cost allocated over the remaining lease term on a straight-line basis, variable lease payments not included in the lease liability, and any impairment of the right-of-use asset. Rent expense and variable lease expense are included in occupancy and equipment expense on the Organization's statements of activities. The Organization has elected to treat property leases that include both lease and non-lease components as a single component and account for it as a lease.

Expense Allocation
The costs of providing various programs and other activities have been reported on a functional basis in the statements of activities and in the statements of functional expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Marketing and Advertising
The Organization uses marketing and advertising to promote its programs among the audience it serves. These costs are expensed as incurred. During the year ended September 30, 2024 and 2023, the Organization incurred marketing and advertising costs of $27,985 and $32,647, respectively.

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

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

The Organization did not recognize any liability for uncertain tax positions as defined by accounting principles generally accepted in the United States of America.

The Organization's tax return for the year ended September 30, 2024 is subject to examination by the IRS, generally for three years after it has been filed.

Recent Accounting Pronouncements
From time to time, new accounting pronouncements are issued by the Financial Accounting Standards Board (FASB) and are adopted by the Organization as of the specified effective dates. Unless otherwise discussed, such pronouncements will not have a significant impact on its financial position, results of operations or cash flows, or do not apply to its operations. The Organization did not adopt any material new FASB accounting standards during the fiscal year ended September 30, 2024.

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.

On the Organization's performance obligations related 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. On the Organization's performance obligations related to contracts with a duration of more than one year, the Organization recognizes revenue from the satisfaction of the performance obligation in accordance with paragraph 606-10-55-18.

NOTE 3 – REVOLVING LINE OF CREDIT

The Organization has a $6,000,000 revolving line of credit available with a large commercial bank at September 30, 2024 at a variable interest rate of 7.75% and a $3,000,000 and $1,500,000 revolving line of credit at variable interest rates of 8.50% and 7.25% at September 30, 2023, respectively. Bank advances on the credit line are payable on demand. There were no amounts outstanding on the revolving line of credit at September 30, 2024 and 2023.

NOTE 4 – COMMITMENTS AND CONTINGENCIES

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 5 – LEASES

Lessee Arrangements

The Organization entered into an operating lease for 13,177 square feet of office space in Trumbull, Connecticut during August 2015. On 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 13,757 square feet of office 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 financial statement presentation are as follows:

Statement of Financial Position Presentation:

	September 30, 2024	September 30, 2023
Right of use assets:		
Operating leases - other assets	$ 2,089,945	$ 2,363,825
Lease liabilities - current liabilities	$ 375,146	$ 330,719
long-term liabilities	1,960,741	2,335,886
Total lease liabilities	$ 2,335,887	$ 2,666,605

Lease Expense Presentation:

	September 30, 2024	September 30, 2023
Operating lease cost:		
Right of use asset amortization	$ 273,881	$ 254,471
Interest expense	126,547	121,649
Total lease cost	$ 400,428	$ 376,120

The Organization also has operating leases for various small office equipment which are not practical to be recognized on lease assets and lease liabilities. Management believes this does not have a material 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 within each individual bank are insured by the Federal Depositary Insurance Corporation (FDIC) up to $250,000, and one cash sweep account received extended FDIC's fully insurance coverage on excess balances at September 30, 2024. 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, 2024 and 2023 the Organization had approximately $1,648,000 and $2,700,000 of cash in excess of insurance coverage on deposits.

NOTE 7 – LONG-TERM DEBT

At September 30, 2024 and 2023, long-term debt consisted of the following:

	2024	2023
SBA $500,000 loan at 2.75%; was dated 5/1/20; interest is accrued monthly, however no payments are due until 10/6/2022. Thereafter, monthly payments of $3,662 for interest only are due until 10/6/2023. then monthly payments of principal and interest are due until 5/1/2035.	$ 468,778	$ 499,373
SBA $150,000 loan at 2.75%; was dated 8/1/20; interest is accrued monthly, however no payments are due until 1/1/2023. Thereafter, monthly payments of $641 for interest only are due until 9/1/2025, then monthly payments of principal and interest are due until 8/1/2035.	150,000	150,000
Total	$ 618,778	$ 649,373
Due within one year	$ 34,251	$ 30,595
Due in more than one year	584,527	618,778
	$ 618,778	$ 649,373

Future minimum payments under these notes are as follows:

Year ended September 30,	
2025	$ 34,251
2026	35,986
2027	36,988
2028	38,018
2029	38,969
Thereafter	434,566
	$ 618,778

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, 2024 and 2023 there was $39,500 and $30,753 in the account which had unrealized gain/(loss) of $8,747 and $4,490 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 to be eligible to receive employer matching contributions. During the years ended September 30, 2024 and 2023, the Organization made matching contributions of $195,269 and $151,719, respectively.

NOTE 9 – CONCENTRATIONS

During the years ended September 30, 2024 and 2023 approximately 64% and 63%, respectively, of the Organization's total transportation brokerage revenue was related to two contracts.

NOTE 10 – LIQUIDITY AND AVAILABLE FOR GENERAL EXPENDITURE

The following reflects the Organization's financial assets as of September 30, 2024 and 2023, reduced by amounts not available for general use within one year because of contractual or donor-imposed restrictions:

	2024	2023
Financial assets:		
Cash and cash equivalents	$ 1,420,821	$ 3,615,166
Accounts receivable, net	14,825,106	12,737,275
Other receivables	58,612	1,289
Restricted cash - unemployment trust	116,992	26,669
Restricted cash - deferred compensation	39,500	30,753
Financial assets, at year-end	16,461,031	16,411,152
Less: those unavailable for general expenditure within one year		
Restricted cash - unemployment trust	(116,992)	(26,669)
Restricted cash - deferred compensation	(39,500)	(30,753)
	(156,492)	(57,422)
Financial assets available for general expenditure within one year	$ 16,304,539	$ 16,353,730

NOTE 11 – SUBSEQUENT EVENTS

Management has evaluated subsequent events through January 28, 2025, the date the financial statements were available to be issued.

	CTS Board Members	Board Withdrawal
1	Reginald Knowlton	Member
2	Stephen Martin	Treasurer
3	Beverly Ward	Member
4	Julia Feldman	Vice Chairperson
5	Pam Green	Chairperson
6	Lincoln Liburd	Secretary
7	Henry Pittman	Member
8	Miguel McInnis	Member

Ines Rodriguez

Professional Summary

Service-oriented customer services representative with 7 + year back ground in medical health plan and fast food resturant industry. Core competencies include attention to communication, building collaborative relationships and interpersonal awareness as well as excellent communication and time management skills. Handles tasks with accuracy and efficiency.

Skills

- Bilingual
- Customer and Personal Services
- Active Listening
- Complex Problem Solving
- Coordination
- Judgment and Decision Making
- Active Learning
- Telecommunications

Work History

General Manager, 12/1999 to 06/2007
Mcdonalds – Milford , CT
Mcdonald's is responsible to provide fast, accurate and friendly services to clients.
- Evaluate the performance of vendors, contract employees, or other service providers to ensure quality and cost-efficiency.
- Explain goals, policies, or procedures to staff members.
- Plan and implement sales promotions or other marketing strategies and activities for operations.
- Identify skill development needs for staff. • Interview and hire new employees.

Bartender, 07/2006 to 09/2012
Club Vandome – New Haven , CT
Club Vandome constantly strive to bring new and exciting promotions for our customers.
- Collect money for drinks served.
- Check identification of customers to verify age requirements for purchase of alcohol.
- Clean glasses, utensils, and bar equipment.
- Balance cash receipts.
- Attempt to limit problems and liability related to customers' excessive drinking by taking steps such as persuading customers to stop drinking, or ordering taxis or other transportation for intoxicated patrons.

•Stock bar with beer, wine, liquor, and related supplies such as ice, glassware, napkins, or straws.

Customer Service Representative, 11/2010 to Current

Community Health Network OF Ct – Wallingford , CT

Our company is contract by the Department of Social Services to managed the benefits for the state of Ct Medicaid. We are responsible of reviewing insurance policies to Medicaid clients and medical providers.

- Review insurance policy to determine coverage.
- Take inbound and make outbound calls to clients.
- Assist with finding medical provider and also provider appointment assistant.

Customer Service Representative, 09/2013 to Current

Coordinated Transportation Solutions – Trumbull , CT

Our company arrange non emergency medical transportation for Medicaid and Medicare recepients. We are responsible to arrange medical transportation to and from doctors appointments.

Education

High School Diploma: 2003

New Haven Adult Ed - New Haven Ct

[redacted] CT 06604 SHELLEY-WILLIAMS

[redacted]

CUSTOMER SERVICE PROFESSIONAL [redacted]

Profile [redacted]	• More than 12 years of excellent customer service for AT&T. I also supervised there at AT&T for other operators on troubled calls. Answering national calls and international calls in a timely and professional manner in order to cut costs of lengthy calls. Professionally speak to customers in resolving issues on their last 411 experience. I was also union steward there at AT&T. I garnered many awards and gift cards for every aspect of customer service. I also did collections for Cingular wireless before AT&T take-over. Experienced in data-entry and corrections on accounts. Was authorized to disconnect and connect calls for non-payment.
Synopsis of Achievements	• Received more than thirty awards for excellence and many gift cards for overheads that were less than three mistakes on a thirty call ratio. Group leader to other operators that were havin difficulties maintaining their calls in a timely manner. • Published Author. On February 13, 2013, I published my first nove Titled: The Reincarnation of Ronald. I am currently working on the sequel and my memoir.
Employment	AT&T, Hamden, CT — 1999-2012 Customer Service Representative • AT&T twelve and a half years of quality assurance with the same company. Has handled more than 3 million calls in my lifetime there. Did 0 operator which is local and 00 operator which is international. Connecting customers locally, nationally, and internationally.
	Bic Corporation, Milford, CT — 1976-199 During my seventeen years at Bic Corporation, my requirements there were to operate and maintain two assembly machines that created the world renowned Bic Lighters and Pens.
Education	15 credits from Housatonic Community College, BRUNSWICK, GA

MARISELLA GARICA- RIVERA

[redacted]

PROFESSIONAL SUMMARY

Motivated customer service specialist with over 15 years retail experience in a fast-paced, team-based environment.

SKILLS

- Customer-oriented
- Organized multi-tasker
- Good with Numbers and math
- Quick learner
- Fluent in Spanish
- Fast and efficient service worker

WORK HISTORY

Teachers Aide

ST. Anns Academy *– 521 Brewster street*

- Communicated regularly with parents about daily activities and behaviors.
- Promoted good behavior by using the positive reinforcement method.
- Supported multiple classroom teachers in implementing a developmentally appropriate curriculum for a group of many preschoolers.

Food Preparation Specialist

Madison School *– 376 Wayne Street*

Prepared Nutritional supplements for children.

Assisted Monitoring Children Behavior while in the lunch room.

Pharmacy Technician

Walgreens Pharmacy *– 2225 Main street*

- Properly filled and dispensed an average of 450 prescriptions per day.
- Effectively resolved insurance rejections and other billing issues.
- Managed approximately 600 dollars in cash and credit card sales daily.
- Assisted other pharmacy staff with drug inventory, purchasing, and receiving.
- Greeted customers entering the store to ascertain what each customer wanted or needed.
- Cashier/ Customer service

Cashier/Server

Dunkin Doughnuts *– Multiple Locations*

- Verified that prepared food met all standards for quality and quantity.
- Consistently provided friendly guest service and heartfelt hospitality.
- Operated the drive-through window and sales register quickly and efficiently.

EDUCATION

Associate of Arts: Early Childhood Development

Housatonic Community College *- 900 Lafayette Blvd. Bridgeport, CT.*

High School Diploma:

Central High School Adult Education *- 1 Lincoln Blvd. Bridgeport, CT*

FE MOGOLLON

Medical Administrative Assistant Professional
Customer Service

CAREER SUMMARY

A recently certified Medical Administrative Assistant and a detail-driven, customer service professional with 8+ years of experience. Knowledgeable with medical terminology, commercial insurance, Medicaid/Medicare, and basic understanding of medical billing and coding with ICD-10, ICD-9, CPT-4, U804, and HCPS. Technical expertise includes reservation scheduling interface, menu user interface, administrative support, financial reconciliation, and support of large-scale events. Looking for opportunity to assist in medical office environment by supporting and maintaining business continuity.

EDUCATION

Gateway Community College – Medical Administrative Assistant Certificate Program

San Diego High School – High School Diploma

EXPERTISE

Microsoft Office: Outlook, Word, Excel, PowerPoint, Teams
Chrome
Zoom, Webex
Adobe Photoshop/Acrobat
Twitter, Facebook, Instagram
LinkedIn

PROFESSIONAL DEVELOPMENT

- Certified Medical Administrative Assistant by the National Health Association
- Computer Electronic Specialist A+ Certified
- Certified Typing Certificate

PROFESSIONAL EXPERIENCE

SERVER/BARTENDER 2017 – 2020
Union League Cafe/ New Haven, CT

- Maintained financial reconciliation, provide customer service and guest hospitality
- Prepared special event, large party reservations that included detail planning
- Responsible for training and supervising new hires

SERVER/BARTENDER 2016
Dev's on Bank / New London, CT

- Prepared special events, large party reservation and guest hospitality
- Collaborated with department programs Managers
- Maintained financial reconciliation

PASTRY CHEF/SERVER/BARTENDER/HOST 2014-2016
Liv's Oyster Bar / Old Saybrook, CT

- Provided customer service and guest hospitality
- Coordinated 100+ guest reservations with server schedules per day
- Responsible for executing season dessert menus that included food ingredient analysis and allergens

EVENT COORDINATOR/TEACHING ASSISTANT 2013-2014
Stay and Play / Old Saybrook, CT

- Responsible for coordination of large-scale events and after school activities
- Supported daily office operations with data entry, phone etiquette, analysis of inventory and maintaining supply chain
- Promoted communications through social media
- Responsible for new hire onboarding training
- Maintained financial reconciliation

STAGE MANAGER/PRODUCTION ASSISTANT 2012-2014
Madhatter's Theater Company / Old Saybrook, CT

- Supervised and managed backstage cast that included props, set changes, costume changes, and stage production
- Collaborated with department programs Managers
- Maintained financial budget and documentation

[redacted]

Asia Garner

[redacted]

Professional Summary

Reliable, patient focused nursing professional with 3+ year track record of providing excellent patient care and empathetic communication. Compassionate and technically skilled in attending to patients in diverse healthcare environments. CPR certified.

Skills

- Spanish Speaking
- Medical Terminology
- Attention to Detail
- Microsoft Office
- Empathetic Care
- Patient Care & Safety
- Record Keeping
- Vital Signs & Patient Monitoring
- Organization

Experience

Certified Nursing Assistant
Emerest Homecare· Bridgeport, CT
09/2021-11/2021

- Maintained accurate, comprehensive written documentation of patient care performed, as well as patient condition and vital signs to report to health care providers.
- Changed bed linens, washed, and ironed laundry, provided light housekeeping, or assisted with personal care.
- Assisted the patient with movement around the home and to and from doctor appointments.

Certified Nursing Assistant
Caregivers Home Solutions · Stratford, CT
10/2017-07/2020

- Preserve patient dignity and minimize discomfort while carrying out duties such as bedpan changes, diapering, emptying drainage bags and bathing.
- Assist patients with eating, dressing, bathing, and other activities of daily living
- Assisted in the onboarding of new employees and managed conflict between patient families and coworkers.

Direct Support Professional
Kencrest Services · Stratford, CT
05/2018-02/2020

- Worked to improve, enrich, and respect the lives of individuals with developmental, physical, and mental disabilities
- Assisted with day-by-day operations of the residence in accordance with regulatory requirements, agency policy and quality program standards.
- Assisted residents with personal living and daily care activities in their home and community and provided direct supervision to the individuals.

Education

G.E.D
Central High School Adult Education · Bridgeport, CT
2009

Certified Nursing Assistant Certification
Training Direct· Bridgeport, CT
2017

Sara O'Dougherty

[redacted]

Qualifications Summary: Customer oriented professional with supervisory and/or Team Leader experience. Strong administrative and organizational skills to plan, manage, and execute day-to-day office operations. Experience in payroll preparation, billing, and knowledge of DOT regulations. Demonstrated ability to listen, communicate (written and verbal) with all levels of staff, vendors, and clients. Good decision-making skills and the ability to function well under stress while working in a fast-paced environment.

Education:

Granite State College-Concord, NH

June 2011

Bachelor's Degree - Business Management

- GPA 3.69

Employment:

Granite State Independent Living – Concord, NH August 2015 – Present

Transportation Manager

- Coordinate the transportation needs of GSIL consumer, broker clients as well as those within the public seeking (mainly) wheelchair accessible transportation.
- Ensure that several company, funding agencies and governmental reports (that document the variety of services we provide each month) are generated.
- Oversee the maintenance of company vehicles to ensure the highest level of safety and efficiency.
- Oversee and actively participate as a State Certified School Bus Driver Trainer the training of all drivers including those with a school bus certificate
  - Maintain all driver qualification files
- Participate in: NH Transportation Assistance Program, NH State Coordinating Council for Community Transportation & Region 3-NHRCC

Student Transportation of America - Bradford, NH July 2013 – March 2015

Training Supervisor

State Certified Driver/ School Bus Driver Trainer

- Prepare & maintain driver/monitor files of staff of 60+ including all documents for their required background checks & clearances, school bus, first aid & CPR certifications, physicals & licensing for state & company records

- Prepare & submit all weekly, monthly & annual reports of this training to pupil transportation with the state of NH as well as direct report supervisor with company

School Bus Driver - STA Oct. 2010 – March 2015

- Provide safe, reliable transportation to school age children to & from school
- Prepare daily & weekly reports & paperwork necessary to document this task such as pre/post trip reports, mileage logs & student counts

Krystal's Restaurant - Aiken, SC July 2008 - July 2009

Shift Manager

- Assisted General Mgr with the shift operations
- Supervised crew of between 5-10 during the breakfast and lunch shifts
- Assigned specific tasks during shifts to optimize customer service. At end of the shift, I counted the drawers for the shift and prepared the deposits
- Processed shift inventory: ordered supplies based on need

Laidlaw Education Services – Peterborough, NH June 2000 – April 2007

Branch Manager

- Successfully coordinated the day-to-day operations for the safe transportation of roughly 10,000 students for 4 separate school districts simultaneously
- This included assigning bus routes to drivers, reviewing the daily maintenance schedule to ensure that there are plenty of safe buses for each run, and help with training new and veteran drivers to keep in compliance with DOT standards.
- Processed weekly payroll for branch staff
- Processed branch invoices for billing
- Successfully maintained a monthly budget
- Oversaw maintenance of over 100 staff and vehicle files for DOT and company criteria
- Processed the necessary documentation of branch operations for company, including daily, weekly, monthly and annual reports
- Directed the recruitment of over 100 branch positions
- Trained, supervised and evaluated staff, coached improvements; resulted in multilateral staff achievement of work objectives
- Successfully refined and implemented new projects
- Maintained a very high level of customer satisfaction

Laidlaw Education Services (other positions)

Driver Trainer – State Certified March 1997 – Present

School Bus Driver Nov. 1996 – March 1997

Relevant Experience & Accomplishments:

- Organized church fundraiser -
  8 separate venues featuring different performances
- Girl Scout Troop Leader
- Little League Softball Coach
- Honored as Branch Manager of the year for 2005 by Company District Managers
- Dean's list with Granite State College

Keith Downing

[redacted]

Work Experience

Member Services, New York, NY 2019-2020

HADASSAH
September 2020 to February 2021

Served customers by providing product and service information and resolving product and service problems. Maintains customer records by updating account information. Contributes to team effort by accomplishing related results as needed. Respond to members' requests, problems, concerns and/or direct them to the proper person for specific information, assistance, and problem resolution.

Membership Assistant

New York State Society of Certified Public Accountants
2018 to 2019

Provided member services by take calls or greet members in-person to respond to their needs and concern. Offering high-quality customer service, listening to members' requests and working to find the appropriate solution. providing ongoing education and information to members in regards to the organization's benefits, policies and procedures. They must be aware of all of the organization's services and processes to provide accurate information.

Proxy Solicitor

Disclosed Fidelity Board - New York. NY
April 2014 to September 2017

D.F. King Tel Services - Proxy Solicitor - New York, NY 2014-2017
Offered daily proxy client support to Fidelity Investment shareholders.
Answered questions and offered information on the upcoming shareholders meeting.
Disclosed Fidelity Board of Trustee proposal's to shareholders and collected verbal votes.
Duties included call disposition between 200 -350 outbound call daily.

Case Manager

Lutheran Social Services of New York - New York, NY
2012 to 2013

Held meetings with a sensitive population assisting with enrollment for NYC benefits and entitlements. Conducted up to 50 individual meetings daily, collecting and updating data of HIPPA sensitive information of caseload clients. Regularly updated Psycho Socials and Medical logs for transitional home tenants. Provided community resources and counseling/social work practices with high risk populations. Provided holistic and comprehensive case management services to all clients including: intake assessment, benefit

assessment, goal setting, long-term case plan development, weekly case plan development, progress monitoring, individual money management, tenant education, advocacy and referrals.

College Advisor

Harlem Children's Zone - New York, NY
2009 to 2011

Defined and developed realistic educational career plans. Monitored the Progress toward educational/ career goals for college age students. Daily meetings with individual students at least once or twice each semester to review the progress toward completing the proposed academic program and to discuss grades and other performance indicators. Daily review caseload of 40-60 students providing academic advisement. Updated an average of 70 - 80 case notes per week to meet deadlines. Organized and lead college programs geared toward academic improvement. Developed and conducted workshops on public speaking and vocational interviewing.

Education

BFA

S.U.N.Y. Purchase College
2004

Skills

- Case Management
- Intake Experience
- Individual/ Group Counseling
- Motivational Interviewing
- Crisis Intervention
- Addiction Counseling
- Social Work
- Group Therapy
- Cognitive Behavioral Therapy
- Medical Records
- Program Development
- Curriculum Development
- Crisis Management
- Applied Behavior Analysis
- Child & Family Counseling

Maria Morla

Objective

Analytical and precise individual looking for a position as a Customer Service Representative.

Skills & Abilities

Leadership

Responsible

Organized

Electronic Records

Assignment of proper diagnostic codes

Clinical review of records

Case Management

HIPAA Compliance

Medical Terminology

Customer Service Delivery

Experience

Prior Authorization and Record Request Specialist| Performance Physical Therapy| Westport, CT| 05/2016-06/2017

Customer Service

Handles the Verification for Insurance Benefits for Customers

Regularly Call Insurance to Follow up

Contacts Customer when Needing to Obtain Information

Import Data into Management System

Make Copies and Scans of Documents and File Paper Work

Task as Assigned

Housekeeper| Temco Service Industries| Stratford, CT| 08/2010-06/2013

Maintain clean and sanitized environment

Customer Service

Task as Assigned

Pharmacy Technician| Stop & Shop| Stamford, CT| 11/2007-12/2008

Customer Service

Filling Prescriptions

Handling all Monetary Transactions

Inventory Shipping and Receiving

Some Clerical Duties

Task as Assigned

Sales Associate| The Children's Place| Stamford, CT| 05/2006-08/2007

Customer Service

Maintain clean and safe environment

Handling all monetary transactions

Task as Assigned

Education

Training Direct| Bridgeport, Ct| Certified Medical Biller & Coder| March 2015

Proficient in ICD9, CPT, HCPCS Coding, as well as HIPAA Compliance

Proficient Medical Terminology and Anatomy

Claims Processing (EDI/Manual Transmission), Precertification's

Accounts Receivable/Payable using Practice Manager (Medi iSOFT)

Knowledgeable regarding Private, Medicare, Medicaid, Tricare, Workers Compensation insurance policies

Microsoft office suite 2013

Housatonic Community College| Bridgeport, CT| General Studies | 2014

Elaine Trizulino
[redacted]

TEAM LEADER – OPERATIONS

- A highly effective Client Executive of Account Management / Subject Matter Expert leading and assisting with Broker Client Implementations on several multi-million-dollar accounts, working to recoup company owed funds and save the organization funds during Client desk audits.
- Proven team leader working well under pressure, prioritizing workflow dealing with time sensitive, HIPAA and PHI compliant information. Familiarity with the DOH PNDS Submission Portal for editing and testing Transportation Provider files.
- Solid background in new business development from new and existing clients; takes initiative demonstrating the following outstanding skills: analytical, organizational, relationship building, client management, proactive, problem-solving, verbal, and written communication skills.

AREAS OF EXPERTISE

- Leadership/Management/Project Management
- Vendor Management/Build Solid Client Relationships
- Compliance/Risk/Audits/Broker Client Set Up
- Subject Matter Expert/Client Retention/Completed 48hr DISC Assessment Course
- Implementations/De-Implementations
- Recouping Funds / Cost Savings
- Prioritizing/Multitasking/Detail-Oriented/Organized
- Production/Sourcing

WORK EXPERIENCE

Modivcare (*formerly LogistiCare*) **8/2015 – Present**
Client Executive, Account Management (MCO/MLTC) Operations
(Remote)

- Client Services Account Manager effectively managing 22 MCO/MLTC books of business worth over $150mil.
- Successfully worked to save the organization $100k in funds at the close of a full desk audit.
- Introducing new initiatives to Clients to improve business that would benefit both the Client and the company; Cost savings for organization include *successfully working with clients to migrate call taking to offshore locations, alleviating volume in house, thus exceeding contractual metrics.*
- Partner with the Operations teams to address and resolve service and/or performance issues; proactively notifies client of root cause and action plan for resolution.
- Present findings and opportunities for improvement and propose solutions to senior management.
- Develop, implement, and provide oversight of operations and corporate policies and procedures to comply with contractual requirements.
- Leading Implementations of new Clients as well as for expanding business with existing Clients with the focus on achieving target completion dates. Leader of De-Implementing books of business no longer in service.
- Collaborate with the National Sales and Corporate Teams building and developing reporting templates, editing, redlining, and approving documents, such as contract's, statements of work, and structured Amendments that includes but is not limited to incurring cost implications, benefit changes or adding new lines of business. Leading and aiding in the completion of all year-end changes with all Clients.
- Analyze and collect business information using various tools (proprietary software: Excel, Salesforce, WebEx/Teams, SFTP sites, Citrix, Qlik Sense, Tableau) to share with underwriting and upper management, as well as clients.
- Oversee client-supporting deliverables and maintain accountability of the supporting departments, including Legal, Compliance, Underwriting, Finance, QA, Telecom, Call Centers, and Information Technology Departments.
- Serve as a client/account liaison gathering information and resolving issues, leading conference calls and quarterly client meetings, attending Client member events and Sales Rep Expos serving as the company Ambassador, as well as assisting in preparing and reviewing monthly scorecard Client reports, quarterly Power Point presentations via Teams, and company/employee desk audits.

Jimlar Corporation/Global Brands Group, New York, NY
Team Leader/Production/ Account Manager **7/2010 – 3/2015**

- Managed the operations of 6 Private Label Footwear accounts worth over $35mil.
- Successfully abolished $50k in damaged shipment fines imposed on the company.
- Managed and reviewed all Production Schedules, T&A Calendars and commercialization schedules; Transmittal of MSS's and ISI's to the overseas office preceding creating GTIN#'s in Excel; as well as obtaining UPC codes via **SAP**; Navigated **GT Nexus, Land's Ends' Vendor Net Website, GH Bass' GOL/FedEx system** on a daily basis. Coordinated and reviewed weekly vessel and **WIP** reports and generated and distributed **sales reports from BPS website.**

- Responsible for the daily workflow by prioritizing and multitasking, handling all issues with the customer and our offices in China via direct correspondence, in regard to order receipt, factory space and delivery confirmation.

- Verified compliance to US Customs specifications as they relate to inner and outer carton markings and C.O.O. designation requirements. Communicated all information related to international vessel bookings to the factory and the customer. Also functioned as subject matter expert with regards to new factory set up in China, including obtaining General Conformity Certificates and Certificate of Insurance.

- Assisted in ensuring pricing is provided for order projections in a timely manner, administered pricing and T&A calendar in **LE's IPLM system.**

- Monitored monthly booking/shipping reports for senior management to ensure that monthly goals were satisfied.

- Functioned as primary liaison for issues concerning the customer and the factory, including managing documentation flow to ensure factory receives payment from customer's advising bank, processing all chargeback's and claims from the customer to the factory, as well as issuing liability claims to the customer from the factory.

- Performed quality control on production lots, confirmation samples and TOP samples to ensure they met production standards.

- Trained data entry associates on daily operating procedures of accounts; Assisted in training other members of the Private Label Department on accounts previously held, including Sofia Vegara for Kmart, Cabela's, FootSmart/Benchmark, Meijer's, Sears Men's, Shoe Show, The Walking Company, and Zappos.

Temp Work – Account Manager
Duties available upon request

BCNY International, Hicksville, LI - Temp Work **4/2010 - 6/2010**

Astucci NY Optical Case, LIC, NY - Temp Work **1/2010 - 4/2010**

Steve Madden, Woodside, NY **1/2007 - 2/2009**
Customer Account Executive / International Logistics Coordinator

- Account Executive for large retailers, such as Sears, Marshalls, Payless, Fred Meyer, Ross, Shoe Show, etc.; also assisting with Target & Kohl's accounts.

- Responsible for all aspects of sales order lifecycle, including, but not limited to: creating look books, the shipment of style-outs, confirmation samples, advertising samples, fit samples and production samples.

- Utilize IBM's AS400 Wholesale System to record customer orders, international factory order quotes, and generate Pro Forma invoices as the basis of all subsequently necessary Letters of Credit as well as managing documentation flow to ensure factory receives payment from customer's advising bank via SWIFT money transfer.

Garden Bay Manor Condominium, Astoria, NY **2/2003-12/2006**
Administrative Assistant

- Direct report to the manager and assisted with daily operations, which consisted of answering heavy phones, being in contact with all condo owners/renters to expedite their repairs/complaints in a timely fashion.

- Reviewed bids from contractors for various repairs and necessary maintenance throughout the complex's common areas; Typing of all correspondence, letters and quotes.

- Responsible for the payroll to a large staff, as well as accounts receivable/payable through QuickBooks 2005 from various contractors and businesses.

SKILLS

Microsoft Word, Excel, PowerPoint and Outlook 2007, 2008, 2010, 2016, SalesForce Classic & Lightening, WebEx, Teams, Zoom, Citrix, Qlik Sense, Dropbox, Tableau, Smartsheet, and **Various Internal Systems** (Homegrown: LCAD, Portals: FSW, CSW, MSW), **SAP,** QuickBooks 2005, AS400 Wholesale System, Bluecherry, Peachtree.

Jennifer Garcia

Work Experience

Customer Service Representative

Penske Automotive Group - Fairfield, CT
September 2017 to February 2022
Proficient in Administrative Assisting for the office manager
Answer incoming calls, emails and any questions or concerns for customers.

Handled hundreds of calls daily, with duties including signing up new customers, retrieving customer data, presenting relevant product information, and cancelling services

Pulling VMI's to check for recalls/campaigns.
Scheduling appointments through Dealer Socket.
Assisting Service advisors.
Following up with customers after service visits to ensure great customer satisfaction was met.
Work from home Experience.
Chat Support Experience.
Able to manage a high volume of leads.

Administrative Assistant

F and F Electrical Corp. - Bronx, NY
January 2015 to September 2017

- Managing office
- Customer service
- Creating invoices
- Handling filing and record keeping
- Answering phone and transferring to the correct technician
- Appointment setting
- Maintaining cleanliness of office

Education

High school diploma

Skills

- Clear Communication
- Attentiveness
- Time Management
- Ability to use Positive Language
- Spanish speaking
- Front Desk
- Microsoft Office
- Customer Service

- Multilingual
- Business Development
- Cold Calling
- CRM Software • Customer support

Assessments

Receptionist — Highly Proficient

December 2019

Using basic scheduling, attention to detail, and organizational skills in an office setting. Full results: Highly Proficient

Customer Service — Proficient

July 2020

Identifying and resolving common customer issues
Full results: Proficient

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

Additional Information

Bilingual Spanish
Microsoft Word
Microsoft Office
Customer Service

Jenna Mcqualg

Professional Summary

Experienced in working as a Cashier and Customer Service fields for 5 years. Expertly displays responsibility and trustworthiness while upholding company policy. Excels in time management and ensuring that deadlines are met. Ability to multitask in a fast-paced environment with a high degree of accuracy. Highly motivated team player dedicated to customer satisfaction. Ability to work independently with little supervision.

Professional History

Walmart; Milford, CT 12/2013-05/2018

Cashier/Dept. Manager of Pick Up Today

- Greeted customers on the sales floor and once they entered the cash out lanes.
- Processed monetary, gift cards, debit and credit cards transactions successfully.
- Answered customer's questions and/or concerns about products.
- Promoted to Department Manager of Pick Up Today in 2015.
- Checked and read reports for the department, checked and called customers regarding their comments and concerns for Pick Up.
- Checked with FedEx and UPS in receiving departments.
- Made sure orders were corresponding to bar codes for each department for a seamless check out.
- Continuously checked with online Pick Up orders, went out to sales floor to select necessary items and prepared for pick up.
- Covered other departments as needed.

Stop & Shop; Stratford, CT 01/2007-01/2010

Cashier

- Checked out customers as they entered the lane and bagged items appropriately.
- Handled cash and credit card transactions.
- During overnight shifts, processed returns and cleaned cash registers.
- Assisted customers and monitored Self-Checkout when assigned.

Education

High School Diploma	Stratford High School	Stratford, CT
General Course	Housatonic Community College	Bridgeport, CT
Retail and Customer Service Certificate	Goodwill of Western & Northern	Bridgeport, CT

SHARON MELENDEZ

Highly motivated employee looking to grow with a company, where I can utilize my extensive customer service experience. Bilingual; English and Spanish speaking, proficient in reading and writing in both languages. Eager to learn new skills. Very dependable, reliable, minimal supervision required.

EXPERIENCE

NOV 2016 – DEC 2017
CASHIER TOM STURGIS PRETZELS ,READING PA

- Monitor sales floors
- Identify customers and provide assistance.
- Operated cash registers. Cash, credit cards and checks
- Restocked merchandise,.

JUNE 2014 – NOV 2016
FRONT DESK GEORGE DENTAL OFFICE

- Managed all front desk task
- Operated multi line telephones and or switchboards
- Route calls to appropriate personnel
- Maintain patient records, verified insurance, updating records.

EDUCATION

2013-2014
MEDICAL BILLIN AND CODING BRANDFROD HALL INSTITUTE
2013-2014

2018
Department of Education Ponce PR
GED

SKILLS

- Dependable/Reliable
- Multi tasker
- Minimal Supervision
- Bilingual English/Spanish
- Customer Service Oriented

Starshanna Clark

[redacted]

Work Experience

Manager
J Bagels & Cafe - Trumbull, CT
September 2018 to Present

- Overseeing daily company operation
- Perp Food
- food service
- Barista
- Answer calls and questions needed
- Cook food
- Call service
- Shift Scheduler
- Bank runs
- Money deposit
- Inventory

Customer Service representative/Receptionist/switchboard
Connecticut post - Bridgeport, CT
November 2018 to January 2021

Helped customers with selections of desired newspaper subscriptions

Accurately processed cash, credit and debit cards transactions
Handled customer credit card issues, delivery requests
Assisted department by processing various promotional, efforts
Respond to patient questions and or concerns according to clinic Policies.
Answering Telephones.
Appointment Management: Scheduling, Confirming and Maintaining Appointment book. Follow up on no shows/cancellation of Appointments.

Communicate effectively, both orally and in writing.

Interacts at all levels within organization.

Interacts with customers personnel

Interacts across departmental boundaries

Teachers Aid/ Receptionist
YMCA - Bridgeport, CT

April 2008 to June 2018

Assisting with projects
Organized various art activities during the week
Supervised children in classroom setting
Office Duties payment processing
Clerical work
Telecommunicating
Food handling

Assistant Manager
KFC - Bridgeport, CT
December 2008 to March 2014

- Assist the manager
- Bank runs
- Deposits money
- Inventory
- Food service
- Cook Food
- Perp Food

Education

Associate in bakery pastry arts
Johnson and wales university - Providence, RI
September 2005 to April 2009

High school diploma
Hävens Technical High School - Bridgeport, CT
August 2001 to June 2005

Skills

- Crew Member
- Shift Lead
- Shift Supervisor
- Fast Food
- Food Service
- Manager Experience
- Barista Experience
- Cash Handling
- Classroom Experience
- Coffee Experience
- Experience with Children
- Food Preparation

- Teaching
- Childcare
- Special Education
- Cooking
- Cashiering
- Experience Working With Students
- Classroom Management
- POS
- Early Childhood Education
- Food Handling
- Math
- Autism Experience
- Writing Skills
- Special Needs

Certifications and Licenses

CPR Certification

First Aid Certification

ServSafe Food Protection Manager
March 2021 to March 2026

Medication Administration
Present

Alv. J. Ferguson 89@gmail.com

Alvin Ferguson

Professional Experience
CARFAX Corporate
Dealer Support Custom Care from May 2021- Current
Customer Service
Meeting daily/monthly goals.
Problem Solving
Billing

Retention Account Manager from June 2019 - April 2020
Retention
Customer Service
Tech Support
Assisting Customers daily
Meeting daily/monthly goals.
Problem Solving
Cold Calling

Frontier Communications:
Customer service Representative from December 2015 - April 2019.
Sales
Customer Service
Retention
Billing
Handling customers daily.
Account management.
Meeting monthly commission goals.

Skills:
Being able to use Microsoft software such as Microsoft Word, Excel, Powerpoint, Outlook, etc.
Being able to use various CRM's such as Salesforce.
Basic office skills
Account management skills

EDUCATION

Wilbur Cross High New Haven CT United States
High School Diploma, Jun 2008

University Of Connecticut Storrs CT United States
Bachelor's in Communications, May 2013

CONTRACTOR NAME

Key Personnel

First Name	Last Name	Job Title	% Paid From this Contract	Amount Paid from this Contract (Salary)	Annaul
Ines	Rodriguez	CSR3	5.00%	$2,238.29	$ 44,765.80
Shelley	Williams	CSR3	5.00%	$2,188.43	$ 43,768.60
Marisella	Garcia-Rivera	Contact Center Supervisor	5.00%	$2,813.51	$ 56,270.20
Ferron	MogollÃn	Call Center Team Lead	2.00%	$933.50	$ 46,675.00
Asia	Garner	CSR2	50.00%	$21,496.80	$ 42,993.60
Sara	O'Dougherty	Prov Relatns Field Supv	5.00%	$3,786.98	$ 75,739.60
Keith	Downing	CARE Associate	10.00%	$4,752.91	$ 47,529.10
Maria	Morla Zorrilla	Spanish Speaking CSR2	30.00%	$12,898.08	$ 42,993.60
Elaine	Trizulino	Sr Acct Prog Mgr	10.00%	$10,190.82	$ 101,908.20
Jennifer	Badia	Spanish Speaking CSR2	50.00%	$21,496.80	$ 42,993.60
Jenna	Mcquaig	CSR2	30.00%	$13,156.04	$ 43,853.47
Sharon	Melendez	Spanish Speaking CSR2	15.00%	$6,779.76	$ 45,198.40
Starshanna	Clark	Call Center Team Lead	10.00%	$4,576.00	$ 45,760.00
Alvin	Ferguson	Compliance Associate	25.00%	$10,660.00	$ 42,640.00

ARC

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

Lori A. Weaver
Commissioner

Henry D. Lipman
Director

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

January 10, 2024

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 to provide a statewide non-emergency medical transportation for Medicaid Fee-for-Service members, by increasing the price limitation by $1,006,808 from $1,541,079 to $2,547,887 and by extending the completion date from January 31, 2024 to June 30, 2025, effective February 1, 2024 upon Governor and Council approval. 56% Federal Funds. 21% General Funds. 23% 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 and most recently amended with Governor and Council approval on January 18, 2023, item #17A.

Funds are available in the following accounts for State Fiscal Years 2024 and 2025, 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.

See attached fiscal details.

EXPLANATION

This request is **Sole Source** because the Department is seeking to extend the contract beyond the completion date and there are no renewal options available. 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. A sole source extension is sought for an additional eighteen-month period for the small population served in Medicaid Fee-for-Service, which is declining due to the upcoming completion of the continuous coverage unwind. As part of the development of the Medicaid Care Management re-procurement to begin September 2024, the Department explored an alternative delivery system for NEMT in coordination with major in-state transportation providers; this alternative did not prove feasible. The new proposed contract termination date will align with the Medicaid Care Management contract cycle and program development to ensure Department operational capacity to meet members' service needs and further assess the feasibility of a new non-emergency medical transportation model or procurement of new vendors.

The purpose of this request is to continue to provide Medicaid members in the State's Fee-for-Services program with access to non-emergency medical transportation (NEMT) for all Medicaid covered services. Eligibility for services are verified through the Department's Medicaid Management Information System. The Department will continue to pursue opportunities that will innovate NEMT delivery statewide by assessing the feasibility of a new NEMT model or the procurement of new vendors for NEMT delivery as noted above.

Approximately 1,171 individuals will be served annually. The Department anticipates a relatively stable population served given the near end of federal continuous eligibility requirements. The rates for this contract were not re-negotiated other than adjustments to the Medicaid fee schedule in line with House Bill 2 2023.

The Contractor will continue to provide a statewide network of transportation providers that transport beneficiaries in various modes of transportation, which include taxi, wheelchair vans, non-emergency ambulances, or vans. The Contractor ensures beneficiaries receive the most efficient mode of transportation based on their physical and/or cognitive impairments. The Contractor will also continue to maintain a call center for beneficiaries to call when scheduling rides. The Contractor ensures all transportation providers complete cultural and linguistic sensitivity, defensive driving, driver code of conduct, situational behavioral training, first aid and Cardiopulmonary Resuscitation training. The contractor will complete beneficiary satisfaction surveys 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 services by:

- Meeting bi-weekly with the contractor to address provider and member concerns.
- Meeting regularly with key stakeholders to collect feedback on program performance.
- Collecting reporting on contract performance such as ride completion and call center wait times.
- Completing routine audits of claims.

Should the Governor and Council not authorize this request, Medicaid beneficiaries in the Fee-for-Services 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 Federal Funds: Assistance Listing Number #93.778, FAIN #2405NH5MAP.

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

Respectfully submitted,

Lori A. Weaver
For Commissioner

DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET
Coordinated Transportation Solutions-Amendment 2
SS-2022-DMS-01-NEMT-01-A02

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 ADV Health Care Trust Fund
90% Federal Funds & 10% General Funds

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2022	101/500729	Medicaid Payments to Providers	47004369	$10,955	$0	$10,955
2023	101/500729	Medicaid Payments to Providers	47004369	$85,598	$0	$85,598
2024	101/500729	Medicaid Payments to Providers	47004369	$52,225	$44,418	$96,643
2025	101/500729	Medicaid Payments to Providers	47004369	$0	$106,603	$106,603
			Sub Total	$148,778	$151,021	$299,799

05-95-47-470010-7948 Health and Social Services; Health and Human Svcs Dept; HHS: OFC of Medicaid Services; Division of Medicaid Services, Medicaid Care Management
50% Federal Funds, 26.35% Other Funds and 23.65% General Funds

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2022	101/500729	Medicaid Payments to Providers	47004050	$101,415	$0	$101,415
2023	101/500729	Medicaid Payments to Providers	47004050	$783,662	$0	$783,662
2024	101/500729	Medicaid Payments to Providers	47004050	$474,805	$242,818	$717,623
2025	101/500729	Medicaid Payments to Providers	47004050	$0	$582,764	$582,764
			Sub Total	$1,359,882	$825,582	$2,185,464

05-95-47-470010-7051 Health and Social Services; Health and Human Svcs Dept; HHS: OFC of Medicaid Services; Division of Medicaid Services, Child Health Insurance Program
65% Federal Funds and 35% General Funds

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2022	101/500729	Medicaid Payments to Providers	47004060	$1,629	$0	$1,629
2023	101/500729	Medicaid Payments to Providers	47004060	$17,903	$0	$17,903
2024	101/500729	Medicaid Payments to Providers	47004060	$12,887	$8,884	$21,771
2025	101/500729	Medicaid Payments to Providers	47004060	$0	$21,321	$21,321
			Sub Total	$32,419	$30,205	$62,624

Total	$1,541,079	$1,006,808	$2,547,887

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

Denis Goulet
Commissioner

December 21, 2023

Lori A. Weaver, Commissioner
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
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 a contract amendment with Coordinated Transportation Solutions, Inc., as described below and referenced as DoIT No. 2022-114B.

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

The Total Price Limitation will increase by $1,006,808 for a New Total Price Limitation of $2,547,887 effective upon Governor and Council approval through June 30, 2025.

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

Sincerely,

Denis Goulet

DG/jd
DoIT #2022-114B

cc: Michael Williams, IT Manager, DoIT

State of New Hampshire
Department of Health and Human Services
Amendment #2

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), as amended on January 18, 2023 (Item #17A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

   June 30, 2025

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $2,547,887

3. Modify Exhibit C, Payment Terms, Section 1.1, to read:

   1.1. 56% Federal Funds from Medicaid Title XIX, Medical Assistance Program as awarded on 10/1/2023 by the US Department of Health and Human Services, Centers for Medicare and Medicaid Services, CFDA # 93.778, FAIN 2405NH5MAP.

   1.2. 21% General Funds.

   1.3. 23% Other funds (Medicaid Enhancement Tax and New Hampshire Granite Advantage Health Care Program Trust Fund).

4. Modify Exhibit C-1, Transportation Rates, Amendment #1, in its entirety with Exhibit C-1, Transportation Rates, Amendment #2 which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective February 1, 2024, 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

1/10/2024
Date

DocuSigned by:
Henry Lipman
E554AB0D0722437...
Name: Henry Lipman
Title: Medicaid Director

Coordinated Transportation Solutions, Inc.

1/2/2024
Date

DocuSigned by:
Ed Platt
D40AF8FDB5B4A9...
Name: Ed 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

1/11/2024
Date

DocuSigned by:
Robyn Guarino
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:

Exhibit C-1 Transportation Rates Amendment #2

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
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	$333.21
A0110 Public Transportation	Actual Cost
A0170 Parking Fees, Tolls, Lodging	Actual Cost
A0390 Advanced Life Support Ambulance Mileage (from first mile)	$8.71
A0428 Basic Life Support Ambulance Base	$277.68
A0380 Basic Life Support Ambulance Mileage (from first mile)	$8.71
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

Exhibit C-1 Transportation Rates Amendment #2

*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.

ARC

17A

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

Lori A. Weaver
Interim 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

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***

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;

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.

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,I).

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
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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:
Robyn Guarino
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:

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

Exhibit C-1 Transportation Rates Amendment #1

*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.

11 mac

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF MEDICAID SERVICES

Lori A. Shibinette
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.

05-95-47-470010-2368 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

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

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

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 Fun)

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
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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,

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

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name 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 DocuSigned by: Edward Platt D4DAF8FDF15D4A8... Date: 3/10/2022		1.12 Name and Title of Contractor Signatory Edward Platt VP/COO	
1.13 State Agency Signature DocuSigned by: Henry D. Lipman CF5C9B6F2004C... 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: DocuSigned by: Robyn Guarino 748734A4841480... On: 3/10/2022			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

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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, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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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.

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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.

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:

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:

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.

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:

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:

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.

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

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 appraised of all progress, including but not limited to:

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:

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:

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

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.

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

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;

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-time

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:

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.

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:

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

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

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

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.

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.

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:

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.

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;

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 1128B(f) of the Consolidated Appropriations Act, 2021 (Public Law 116-260), Division CC, Title II, Section 209) and is not listed on the

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.

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.

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

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.

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

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

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.

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.

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.

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:

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

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.

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.

Contractor Initials: EP

Date: 3/10/2022

Exhibit B-1 Liquidated Damages

Reporting Reference ID	Standard	Liquidated Damages
Exhibit B, Section 10 Reporting Requirements *Timely and Accurate Delivery of Regulatory Reports*	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 *Operation of Call Center*	The Contractor shall meet all Call Center and call response performance standards on a monthly basis. • 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 *Incident/ Accident/ Significant Event Reporting*	The Contractor shall report 100% of incidents and significant events within the prescribed timeframes. • 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.

Contractor Initials: EP

Date: 3/10/2022

Exhibit B-1 Liquidated Damages

	• Within one (1) working day of any incident that was referred to the Medicaid Fraud Control Unit by the Contractor or Transportation Provider.	
Exhibit B, Section 5 and Section 6 *Failure to Act and/or Patterns of Concern*	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. The Contractor shall address repeated driver misconduct related to a reportable incident or accident or repeated violation of policy.	$700.00 per occurrence of failure to act.
Exhibit B, Section 6, Subsection 6.1, Paragraph 6.1.6, Subparagraph 6.1.6.1 and 6.1.6.2 *Provider Timeliness*	98% of routine trips requested shall be assigned to a transportation provider and completed (6.1.6.1) 95% of urgent trips requested shall be assigned to a transportation provider and completed (6.1.6.1) Member scheduled rides for all services are delivered within 15 minutes of the scheduled appointment time 95% of the time. 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).	$10.00 per occurrence below 98% where routine trips are not filled. $10.00 per occurrence below 95% where urgent trips are not filled. $10.00 per occurrence below 95% where member is not picked up within the prescribed timeframes.

Contractor Initials: EP

Date: 3/10/2022

Exhibit B-1 Liquidated Damages

Exhibit B, Section 6, Subsection 6.3 and Section 12, Subsection 12.4 *Driver Code of Conduct & Driver Requirements* *Record Maintenance and Fraud Prevention*	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.	$350.00 per missing record.

Contractor Initials: EP

Date: 3/10/2022

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.

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.

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 fifthteenth (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 Exhbit 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

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.

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.

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

DS
EP

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.

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

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

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 EP
Date 3/10/2022

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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

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

PRIMARY COVERED TRANSACTIONS

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

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.

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

Docu Signed by:
Edward Platt
Name: Edward Platt
Title: VP/COO

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

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, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "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.

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

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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

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

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (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

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

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.

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	CTS
The State	Name of the Contractor
Henry D. Lipman	Edward Platt
Signature of Authorized Representative	Signature of Authorized Representative
Henry D. Lipman	Edward Platt
Name of Authorized Representative	Name of Authorized Representative
Medicaid Director	VP/COO
Title of Authorized Representative	Title of Authorized Representative
3/10/2022	3/10/2022
Date	Date

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

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

3/10/2022
Date

FORM A

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

1. The DUNS number for your entity is: 08-166-5692

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

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

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

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

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

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

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.).

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

Contractor Initials EP

Date 3/10/2022

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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and Incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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

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