



STATE OF CONNECTICUT

Original Contract Number	17DSS1203HC	999-3HC-MED-01
Maximum Contract Value	Total Potential Maximum Value \$25,947,597 (Maximum administrative \$21,202,484; Potential Maximum 3% Loss Protection \$4,745,114) plus PMPM budget provisions found in Section XVI	
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**PURCHASE OF SERVICE CONTRACT**  
 ("POS", "Contract" and/or "contract")  
 Revised October 2011

The State of Connecticut DEPARTMENT OF SOCIAL SERVICES

Street: 55 FARMINGTON AVENUE

City: HARTFORD State: CT Zip: 06105

Tel#: (800) 842-1508 ("Agency" and/or "Department"), hereby enters into a Contract with:

Contractor's Name: Total Transit, Inc.

Street: 4600 W Camelback Road

City: Glendale State: AZ Zip: 85301

Tel#: (602) 200-5500 FEIN/SS#: DUNS: 182594960

("Contractor"), for the provision of services outlined in Part I and for the compliance with Part II. The Agency and the Contractor shall collectively be referred to as "Parties". The Contractor shall comply with the terms and conditions set forth in this Contract as follows:

<b>Contract Term</b>	This Contract is in effect from 01/01/2018 through 12/31/2020. In order to facilitate and ensure a smooth transition period from the existing NEMT broker to the Contractor, a start-up Contract and Business Associate Agreement, #17DSS1213HC, was executed by the parties and approved by the CT Office of the Attorney General on October 2, 2017. The Department shall pay for the start-up activities as outlined in that Agreement, #17DSS1213HC. The start-up contract information is included within this Agreement for reference purposes only.
<b>Statutory Authority</b>	The Agency is authorized to enter into this Contract pursuant to § 4-8 and 17b-3 of the Connecticut General Statutes ("C.G.S.").
<b>Set-Aside Status</b>	Contractor <input type="checkbox"/> IS or <input checked="" type="checkbox"/> IS NOT a set aside Contractor pursuant to C.G.S. § 4a-60g.
<b>Effective Date</b>	This Contract shall become effective only as of the date of signature by the Agency's authorized official(s) and, where applicable, the date of approval by the Office of the Attorney General ("OAG"). Upon such execution, this Contract shall be deemed effective for the entire term specified above.
<b>Contract Amendment</b>	Part I of this Contract may be amended only by means of a written instrument signed by the Agency, the Contractor, and, if required, the OAG. Part II of this Contract may be amended only in consultation with, and with the approval of, the OAG and the State of Connecticut, Office of Policy and Management ("OPM").

All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Contract (collectively called "Notices") shall be deemed to have been effected at such time as the Notice is hand-delivered, placed in the U.S. mail, first class and postage prepaid, return receipt requested, or placed with a recognized, overnight express delivery service that provides for a return receipt. All such Notices shall be in writing and shall be addressed as follows:

If to the Agency:	STATE OF CONNECTICUT DEPARTMENT OF SOCIAL SERVICES 55 FARMINGTON AVENUE HARTFORD, CT 06105  Attention: Ann Simeone	If to the Contractor:	Total Transit, Inc. 4600 W Camelback Road, Glendale, AZ .85301  Attention: Lawrence Eisel
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A party may modify the addressee or address for Notices by providing fourteen (14) days' prior written Notice to the other party. No formal amendment is required.

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**PART I. SCOPE OF SERVICES, CONTRACT PERFORMANCE, BUDGET, REPORTS, PROGRAM-SPECIFIC AND AGENCY-SPECIFIC SECTIONS**

The Contractor shall provide the following specific services for the Non-Emergency Medical Transportation (NEMT) program and shall comply with the terms and conditions set forth in this Contract as required by the Agency, including but not limited to the requirements and measurements for scope of services, Contract performance, quality assurance, reports, terms of payment and budget. No sections in this Part I shall be interpreted to negate, supersede, or contradict any section of Part II. In the event of any such inconsistency between Part I and Part II, the sections of Part II shall control.

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DEFINITIONS

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## DEFINITIONS

As used throughout this Contract, the following terms shall have the meanings set forth below:

**Abuse:** as related to non-emergency medical transportation. Practices inconsistent with sound fiscal, business, or medical practices that result in any unnecessary cost(s) to the Medicaid program, and/or in reimbursement for services that are not medically necessary, and/or that fail to meet professionally recognized standards for health care.

**ADA:** The Americans with Disabilities Act of 1990.

**Administrative Budget:** Reflects those overhead costs, such as salaries, fringe, equipment and supplies, to be paid to the Contractor that are not part of the per member/per month payment for transportation services and excluding transportation costs that are not covered by Medicaid, such as transportation provided to Money Follows the Person participants.

**Administrative Services Organization (ASO):** An organization that provides utilization management, benefit information, member and provider services, intensive care management services, and centralized data management and reporting. The Department contracts with three ASOs for behavioral, medical and dental services.

**Appointment:** A meeting or engagement set for a specific time and place, for the provision of a Medicaid-covered service.

**Attendant:** A person who accompanies a Member to a Medicaid-covered service due to the Member's physical or behavioral needs. An attendant may include a person who provides assistance to the Member on a regular basis, such as a personal care attendant or a companion. Also includes a person accompanying a Member during medical transportation because the Member's provider has determined that the Member requires assistance while being transported.

**Automated Voice Response System (AVRS):** Internet secure web site at [www.ctdssmap.com](http://www.ctdssmap.com), DXC Technology Provider Electronic Solutions (PES) software and vendor software utilizing the ASC X12N 270/271: Health Care Eligibility/Benefit Inquiry and Information Response transaction.

**Behavioral Health Partnership ("CT BHP"):** An integrated behavioral health service system developed and managed by the Commissioners of Social Services (DSS), Children and Families (DCF), and Mental Health and Addiction Services (DMHAS). Since its inception, the CT BHP has served HUSKY A and HUSKY B members, children enrolled in the Voluntary Services Program operated by DCF and, at the discretion of the Commissioners of DCF and DSS, other children, adolescents, and families served by DCF. Effective April 1, 2011, the CT BHP was expanded to include Medicaid clients in the aged, blind and disabled coverage groups (HUSKY C) and Medicaid for Low-Income Adults clients (HUSKY D).

**Border Provider:** A provider located in an area of a state bordering Connecticut, which allows it to generally serve Connecticut residents, and which is enrolled as Connecticut Medicaid provider.

**Broker:** means the same as Contractor. The Broker or Contractor operates a Non-Emergency Medical Transportation brokerage program, in compliance with the requirements of 42 C.F.R. 440.170.

**Centers for Medicare & Medicaid Services (CMS):** The Centers for Medicare & Medicaid Services (CMS) is a division within the United States Department of Health and Human Services.

**Complaint:** Any written or oral communication to the Contractor from an individual expressing dissatisfaction with some aspect of the Contractor's services, a subcontractor, a transportation provider or some other aspect of the service system.

**Connecticut Medical Assistance Program (CMAP):** The Connecticut Medical Assistance Program consists of several medical programs administered by the Department of Social Services and the provider network that serves these programs. The programs include: Medicaid (also known as Title XIX), referred to as the HUSKY A, C, or D Programs; the Children's Health Insurance Program (also known as Title XXI), referred to as the HUSKY B Program; Medicaid Limited Benefit programs (TB and Family Planning), and home and community based services Medicaid waiver programs.

**Conservator:** An individual appointed by a probate court if a person is unable to manage his/her affairs or take care of his/her personal needs even with appropriate assistance, and upon a demonstration that there is no less restrictive means of meeting the person's needs. A probate court may appoint a Conservator of the Estate or a Conservator of the Person. A person may also voluntarily request a Conservator of Estate and/or Person. The duties of a Conservator of Estate and a Conservator of Person are set forth in Conn. Gen. Stat. §§ 45a-655 and 45a-656, respectively.

**Contract:** The entire written agreement between the Department and the Contractor, including all Exhibits, documents, and materials incorporated by reference, and any amendments to or extensions of the agreement.

**Contract Administrator:** The State of Connecticut employee designated by the Department as the contact person to fulfill the administrative responsibilities associated with this Contract such as contract related questions, name changes, affidavit updates etc.

**Contractor:** The individual or entity performing services pursuant to the Contract and includes the Contractor's owners, members, officers, directors, partners, employees and/or agents unless otherwise stated in the Contract. The Contractor is considered to be performing a governmental function pursuant to Conn. Gen. Stat. § 1-218.

**Covered Service:** Those services included in the Connecticut Medicaid State Plan including, but not limited to, medical, behavioral health and dental services.

**Data Warehouse:** The Department's data storage system or systems constructed by consolidating information currently being tracked on different systems by different contractors of the Department.

**Day:** Except where the term "business days" is expressly used, all references in this Contract will be construed as calendar days.

**Denial of Authorization:** Any rejection, in whole or in part, of a request for authorization on behalf of a member.

**Department:** The Department of Social Services (DSS) or its agents.

**Direct Service Costs:** The expenses and payments made to transportation services providers for services, including reimbursement to Members for travel expenses.

**Drop off point:** The location authorized by the Contractor as the Member's final destination.

**MMIS Contractor:** The Department's Fiscal Intermediary contracted to operate a Medicaid Management Information System (MMIS) which adjudicates and processes claims, includes an eligibility verification

system, and supports other related functions, and which also provides related support services such as enrollment of providers, client and provider call centers, and other ancillary services.

**Early and Periodic Screening, Diagnostic and Treatment (EPSDT):** Comprehensive child health care services to Medicaid members under twenty-one (21) years of age, including all medically necessary prevention, screening, diagnosis and treatment services listed in Section 1905(r) of the Social Security Act.

**Eligible:** Eligible means that the individual has been determined by DSS to qualify for Medicaid and is entitled to services under CT Medicaid.

**Emergency:** A medical condition, including labor and delivery, manifesting itself by acute symptoms of sufficient severity, including severe pain, such that the absence of immediate medical attention could reasonably be expected to result in placing the member's health in serious jeopardy, serious impairment to bodily function, or serious dysfunction of any bodily organ or part.

**Escort:** A person who accompanies a Member to a Medicaid-covered service, either because the Member is a minor or lacks legal capacity. An escort may be the person with the legal authority to consent to medical treatment for a member who does not have the legal capacity to consent, such as a Guardian or Conservator.

**Fraud:** Intentional deception or misrepresentation, or reckless disregard or willful blindness, by a person or entity with the knowledge that the deception, misrepresentation, disregard or blindness could result in some unauthorized benefit to him/ herself or some other person, including any act that constitutes fraud under applicable federal or state law.

**Guardian:** A person who has the legal power and duty to take care of another person and/or to manage the property and rights of another person who is considered incapable of taking care of his or her personal affairs. The parents of a child under the age of 18 are the child's natural guardians. A Guardian of the Person may also be appointed for a minor by a probate court to assume duties including the obligation of care and control and medical decisions. Conn. Gen. Stat. § 45a-604. A probate court may also appoint a Guardian of the Person of an individual who is by reason of the severity of intellectual disability, has been determined to be unable to meet essential requirements for his or her physical health or safety and totally unable to make informed decisions about matters related to his or her care. Such appointment may be either plenary or limited, depending on the degree of the individual's capacity. Conn. Gen. Stat. § 45a-669.

**Healthcare services:** All covered medical, behavioral and dental services provided to Connecticut Medicaid Members.

**Homemaker-companion agency:** has the same meaning as provided in section 20-670 of the Connecticut General Statutes.

**HUSKY:** Connecticut's implementation of health coverage under the federal Medicaid program (Title XIX) through the HUSKY A, C, and D Programs, and the CHIP program/HUSKY B (Title XXI).

**HUSKY A:** Connecticut's implementation of health coverage under the federal Medicaid program (Title XIX) for children, parents or relative caretakers, and pregnant women. Eligibility is for families meeting current income guidelines and other groups pursuant to Section 17b-266 of the Connecticut General Statutes.

**HUSKY C:** Connecticut's implementation of health coverage under the federal Medicaid program (Title XIX) for individuals who are aged, blind or disabled (ABD) and certain other groups such as refugees.

**HUSKY D:** Connecticut's implementation of health coverage under the federal Medicaid program (Title XIX) for low income adults age 19 to 64.

**HUSKY Limited Benefit Programs:** Connecticut's implementation of limited health coverage under Medicaid for individuals with tuberculosis, for family planning purposes, or for other conditions or circumstances as implemented at the Department's discretion and permitted by state and federal law. The limited benefit for persons with tuberculosis is provided pursuant to Section 1902(a)(10)(A)(ii)(XII) of the Social Security Act and Section 17b-278f of the Connecticut General Statutes. The limited benefit for family planning services is operated pursuant to Section 1902(a)(10)(A)(ii)(XXI) of the Social Security Act. The coverage for these groups is substantially less than the full Medicaid coverage.

**Incident:** Any action or inaction by an employee or agent of the Department; the Contractor, or its employees, agents, subcontractors or providers; or by a Member, that creates a risk of injury or harm to the health, safety or well-being of a Member, provider or other individual during or in relation to the provision of transportation services under this Contract. The likelihood of the risk and the severity of the potential harm determine the timeframe for reporting such events to the Department.

**Key Personnel:** Those individuals employed by the Contractor who occupy the following key management positions: Program/General Manager and Call Center Manager.

**Key Position:** Managerial or supervisory positions with the Contractor, including but not limited to: Program/General Manager, Call Center Manager, , Network Development Manager, Utilization Review Manager, Quality Assurance lead, , and Manager of Outreach, Education and Training. Key positions include those that are assigned to the Connecticut NEMT account whose primary focus is the work performed under this contract.

**Limited English Proficiency (LEP):** A limited ability or an inability to speak, read, or write English well enough to understand and communicate effectively in normal daily activities. The Member decides and self-identifies whether he/she is limited in his/her ability to speak, read, or write English.

**Medicaid:** One of the Connecticut Medical Assistance Programs, operated by the Connecticut Department of Social Services under Title XIX of the federal Social Security Act, and related State and Federal rules and regulations.

**Medicaid Management Information System (MMIS):** The Department's automated claims processing and information retrieval system certified by CMS. It is organized into several functional areas -- Recipient (Member), Provider, Claims, Reference, Financial, Buy-In and Internet.

**Medically Necessary or Medical Necessity:** Has the same meaning as set forth in Connecticut General Statutes § 17b-259b.

**Member:** An individual eligible for coverage under the Department's Medicaid Program who is eligible to receive services under this Contract. This includes those enrolled under HUSKY A, C, D and Limited Benefit groups.

**Mode of transportation:** The least expensive, medically necessary type of transportation to or from a Medicaid-covered service based on the broker's individualized determination of the recipient's needs.

**Money Follows the Person (MFP):** A Medicaid initiative designed to promote personal independence and achieve fiscal efficiencies for Members who require long-term care and supports. It is funded by CMS and the State of Connecticut as part of a national effort to "rebalance" long-term care systems, according to the individual needs of persons with disabilities of all ages.

**No-Show:** A scheduled trip that does not occur either because the Member or Contract service provider did not keep an appointment for transportation services or failed to cancel the appointment in advance of the trip.

**Non-Emergency Medical Transportation (NEMT) Program:** A program of transportation for members who have no other means of transportation and need access to and from appointments for Medicaid covered services.

**PMPM:** A pre-negotiated, flat, monthly fee paid to the Contractor to manage transportation services for eligible Members.

**Performance Standards:** A set of measures or criteria related to various aspects of NEMT including promptness, trip fulfillment, call center operations, and safety.

**Person-Centered Service System** - A system that 1) provides the Member with information and support required to make fully informed decisions about his or her options and allows the Member to be an active participant in self-care and care planning; 2) supports the Member and his or her representative in working together with various medical and non-medical care givers and providers to obtain necessary services; and 3) reflects care coordination under the direction of and in partnership with the individual that is consistent with the Member's preferences, choices and strengths.

**Presumptive Eligibility:** A method of determining temporary Medicaid eligibility for individuals under the age of nineteen (19) and pregnant women. The determination is made by organizations authorized under federal and State law and approved by the Department to make presumptive eligibility determinations. These organizations are called Qualified Entities or Qualified Providers. Individuals and pregnant women who are given presumptive eligibility become entitled to Medicaid, CHIP or HUSKY Limited Benefit Family Planning benefits on the date the Qualified Entity or Qualified Provider makes the determination.

**Prior Authorization:** Refers to the Contractor's process for approving covered services prior to the delivery of the service based on a determination by the Contractor as to whether the requested service is medically necessary.

**Standing Orders:** Regularly reoccurring trips, with the same pick-up and drop-off times and locations, such as transport to and from dialysis multiple times per week.

**Start date:** The date this Contract is executed.

**State Fiscal Year (SFY):** July 1st through June 30th of the following year.

**Static Disability:** A disability that is considered permanent by its nature, history and severity. There is little or no likelihood that the disability will improve over time.

**Subcontract:** Any written agreement between the Contractor and a third party that obligates the third party to perform any of the services required to be provided by the Contractor under this Contract.

**Subcontractor:** A third party that, pursuant to the terms of a written agreement with the Contractor, is obligated to perform any of the services required to be provided by the Contractor under this Contract.

**Third Party:** Any individual, entity or program that is or may be liable to pay all or part of the expenditures for covered services for a Member.



**Title XIX:** The provisions of 42 United States Code Section 1396 et seq., including any amendments thereto, which established the Medicaid program. (See Medicaid).

**Transportation Program Manager:** The State of Connecticut employee designated to oversee the performance of the requirements of this Contract and to facilitate a cooperative working relationship between the Contractor and the Department in the performance and administration of this Contract.

**Trip:** A one-way transport of a recipient from work, school, or residence to a Medicaid-covered service within the State of Connecticut, or outside Connecticut in circumstances permitted by this Contract and/or state and federal regulations.

**Urgent Need:** Transportation to a service for the treatment of an illness or injuries of a less serious nature than those constituting emergencies but for which treatment is required to prevent a serious deterioration in the individual's health and for which treatment cannot be delayed without imposing undue risk to the individual's well-being until the individual is able to secure services from his/her regular medical provider.

NON-EMERGENCY MEDICAL TRANSPORTATION  
STATEMENT OF WORK  
Section I  
DESCRIPTION OF SERVICES

**1. OVERVIEW**

The Department provides Members with access to services to arrange for the provision of transportation to medical appointments. Transportation to covered non-emergency medical services is arranged for and provided through the most cost effective means which meet the Member's mobility status, personal capabilities and medical needs. As single state Medicaid agency for the State of Connecticut, the Department is responsible for ensuring the provision of "necessary transportation for beneficiaries to and from providers." 42 C.F.R. § 431.53. This Contract reflects a change in the structure through which the Department has been providing non-emergency medical transportation (NEMT) services to Medicaid members. Pursuant to Special Act 16-8, the Department issued a Request for Proposals for transportation broker services for the coordination and administration of NEMT services for Medicaid Members.

This Contract is intended to elevate the use of technology, innovation and data to enhance Members' NEMT experience, thus contributing to an improvement in their overall health. This Contract is intended to create a person-centered service system that is cost-effective while utilizing technology and other innovative solutions in transportation booking, scheduling, monitoring and reporting to provide full access to Medicaid Members. The higher level of technology that will be delivered through this Contract is anticipated to deliver higher levels of reliability, quality and transparency for the Department's Members who utilize NEMT. The NEMT system established pursuant to this Contract will also allow for an efficient, effective and documented mechanism for Members to report complaints about the Contractor's provision of NEMT services and also to provide a more efficient mechanism for the Contractor and/or Department to respond to Member complaints.

**2. PURPOSE**

Through this Contract, the Contractor shall provide the services set forth herein to arrange for and provide, through subcontracted transportation providers, transportation to and from scheduled non-emergency medical services for eligible Members.

**3. SERVICE REGION**

- A. The service region of this Contract is statewide. The Contractor shall provide non-emergency transportation services to providers throughout the State of Connecticut, to border providers and to select providers in non-contiguous states, if the Department determines this is medically necessary for a Member.. The Contractor shall provide transportation and related services to all eligible Members to the extent these services are necessary to support eligible Members' access to and from covered healthcare services.
- B. The Contractor shall ensure that trips provided outside of a Member's local community (more than 10 miles if the Member resides in an urban town or city and more than 20 miles if the Member resides in a rural town) are only provided if medically necessary because the required healthcare service is not available within the Member's local community. In determining which towns and cities are rural, the Contractor shall use the Connecticut Office of Rural Health's designation of rural towns dated November 2014. (Exhibit A). The Contractor shall authorize trips to providers outside of a Member's local community, when medically necessary.

#### 4. ADMINISTRATION

- A. The Contractor shall establish a physical business office, which includes the local member services center, within a twenty (20) mile local radius of the Department's Central Office located at 55 Farmington Avenue in Hartford, CT.
- B. The office shall maintain business hours of 7:00 AM to 6:00 PM local time, Monday through Friday. Primary member service support for the Non-Emergency Medical Transportation Program in CT must be in the State of CT. Member services for the NEMT Program in CT must be staffed by Contractor's employees within the state of CT. The Contractor may subcontract for overflow member services staff to ensure that Members have access to member services during periods of high-call volume and on non-business days or during non-business hours when members services' support is needed in response to a severe weather or disaster event in CT. Overflow member service support may include other Contractor sites, work-at-home associates, and subcontractors. This model shall ensure that the Contractor is appropriately staffed at all times and has access to staff to provide timely member services support during peaks of high call volume during regular business days and support after-hours and/or on non-business days or non-business hours during any disaster recovery periods or severe weather event. All staffing, including subcontractor staff, must be located within the United States and must be fully trained by the Contractor prior to providing services under this Contract. The Contractor shall provide dedicated office space and associated equipment for one (1) Department staff person at the Connecticut business office. If the Department determines it to be necessary, the Department may ask for space and equipment for one or more additional staff persons and the Contractor shall make reasonable efforts to accommodate that request. Throughout the term of the contract the Department may assign Department staff to be physically present at the contractor's business office to provide consultation, guidance and monitoring.
- C. The Contractor shall assume full responsibility for all work performed under this Contract by:
  - 1) The Contractor's employees, officers, directors, agents, representatives and associates, and
  - 2) All subcontractors and their employees who perform work under this Contract.
- D. The Contractor is responsible for all services provided by subcontracted transportation providers. No subcontract shall negate the legal responsibilities of the Contractor, including those responsibilities that require the Contractor to ensure that all activities carried out by the subcontractor conform to the provisions of this Contract.
- E. The Contractor shall notify the Department, in writing, and consult with the Department, by the next business day after receiving:
  - 1) A subpoena that was served on the Contractor related to the Contract; or
  - 2) A request made pursuant to the state Freedom of Information Act (Conn. Gen. Stat. 1-200, et seq.) received by the Contractor concerning material held by the Contractor related to the Contract. In accordance with C.G.S. § 1-218, the Contractor is also a "person" performing a "governmental function", as those terms are defined in C.G.S. §§ 1-200(4) and (11).

**5. SUBCONTRACTING WITH TRANSPORTATION PROVIDERS**

The Contractor shall develop, implement and maintain a transportation network that has a variety of providers for each mode of transportation. The Contractor shall ensure the ability to provide necessary NEMT services by establishing a network of providers through the use of subcontracts.

- A. All subcontracts must be in writing and include, at a minimum, the terms and conditions set forth in this Section and any other general requirements of this Contract that are appropriate to the services provided by the subcontractor.
- B. The Contractor shall maintain and make available to the Department all documentation on all subcontractors and subcontracts, including but not limited to each subcontractor's: business licenses, certifications, insurance coverage, driver verifications, vehicle inspections, and all other relevant documentation. All subcontracts shall further provide for the right of either of the Department or other governmental entity to enter the subcontractor's premises to inspect, monitor or otherwise evaluate the work being performed as a delegated duty by the Contractor.
- C. The Contractor shall develop, implement and maintain a monitoring plan to monitor the performance of each subcontracted transportation provider to ensure compliance with the terms of their subcontracts.
- D. The Contractor shall provide upon the Department's request a copy of any subcontract.
- E. The Contractor shall notice the Department of any financial interest in any subcontractor.
- F. The Contractor and its subcontractors shall cooperate in the performance of financial, quality or other audits conducted by the Department or its agent(s).
- G. The Contractor shall require the subcontracting providers to send monthly reports of Member complaints to the Contractor, including information on how the complaints were resolved.
- H. The Contractor shall maintain and make available to the Department for review any and all documentation of corrective action plans and steps for subcontractors developed to address compliance issues and ensure the provision of services in accordance with the terms of this Contract.
- I. The Contractor shall maintain and ensure compliance with requirements of employer liability and worker's compensation and shall provide necessary documentation in accordance with Part II Subsections 11 and 12 of this Contract.

**6. KEY PERSONNEL**

- A. The Contractor's Key Personnel must be approved by the Department. No changes, substitutions, additions or deletions, whether temporary or permanent shall be made unless approved in advance by the Department, whose approval shall not be unreasonably withheld.
- B. The Contractor shall, upon request, provide the Department with a resume for any member of its personnel assigned to or proposed to be assigned to fill a Key Position under the Contract. Interim coverage shall be identified within ten (10) Business Days of the resignation or death of personnel filling a Key Position, unless otherwise agreed to in writing by the Department and the Contractor.

- C. The Department reserves the right to approve or reject the Contractor's Key Personnel or to require the removal or reassignment of any Contractor personnel assigned to this contract found unacceptable by the Department. A requirement for removal shall be based on grounds which are specified in writing to the Contractor and which are not discriminatory.
- D. The Contractor shall notify the Department in the event of any unplanned absences longer than seven days of a person holding a Key Position and provide a coverage plan which shall be acknowledged by and subject to the Department's advance approval.

**7. PROHIBITIONS**

The Contractor shall comply with all provisions of 42 CFR 440.170 governing the provision of non-emergency medical transportation, including but not limited to the following:

- A. The Contractor is subject to the requirements related to prohibitions on referrals and conflicts of interest as described at 42 C.F.R. § 440.170 (a)(4)(ii).
- B. The Contractor (including Key Personnel) is prohibited from directly providing transportation services.
- C. The Contractor is prohibited from making a referral or subcontracting to a transportation service provider if:
  - 1) The Contractor has a financial relationship with the transportation provider as defined at 42 C.F.R § 411.354(a) with Contractor substituted for physician and non-emergency transportation or
  - 2) The Contractor has an immediate family member, as defined at 42 C.F.R § 411.351 of that has a direct or indirect financial relationship with the transportation provider, with the term Contractor substituted for physician.
- D. The Contractor shall be liable for the full cost of services resulting from a prohibited referral or subcontract.
- E. The Contractor is prohibited from withholding necessary transportation from a Member for the purposes of financial gain, or any other purpose.
- F. The Contractor is prohibited from authorizing transportation that is not the most appropriate and a cost effective means of transportation for a Member for the purposes of financial gain, or for any other purposes.

**8. MEMBER POLICIES, INFORMATION AND MATERIALS**

- A. The Contractor shall establish, implement and maintain compliance with a Policy and Procedure Manual for the administration of the NEMT Program. Specified sections of the Policies and Procedures Manual, as outlined in Section IX of this SOW – Policies and Procedures Manual, are subject to Department review and advance approval.
- B. The Contractor shall maintain twenty-four (24) hour toll-free access to provide transportation for urgent care on holidays, weekends, and after business hours and for after-hours discharges.

- C. The Contractor shall provide written information and training to Members on how to properly access and use non-emergency medical transportation resources. The training may also include a program to prepare Members on the use of the fixed-route public transit system.
- D. The Contractor shall provide and maintain a Connecticut-specific internet website for Members and transportation service providers to access information pertaining to non-emergency medical transportation. The website must include access to the member handbook and provider requirements and all Contractor policies and procedures that affect Members or Providers. The content of the website is subject to Department review and advance approval.
- E. The Contractor shall comply with the nondiscrimination provisions of Section 1557 of the Affordable Care Act and implementing regulations at 45 CFR Part 92 (“Section 1557 Regulations”). Such compliance shall include, but not be limited to, the provision of qualified interpreters to provide meaningful access to each Member with limited English proficiency (“LEP”) during interactions with the Contractor’s Member Services Center.
- F. The Contractor shall comply with Section 1557 Regulations on the provision of written translations of generally available materials including, at minimum, denial/limitation letters for Members with Limited English Proficiency (LEP). The Contractor shall also develop taglines in the top fifteen (15) non-English languages in Connecticut and post them on their website and in significant publications and communications, as defined in the regulations.
- G. The Contractor shall develop, implement and maintain written materials that are culturally competent, clear and effective for Members of all ages. Member materials shall be developed in accordance with well-recognized health literacy principles, such as those reflected in the CMS “Toolkit for Making Written Materials Clear and Effective.” The Contractor shall also conduct Member testing of materials, when appropriate.
- H. All Member materials, including but not limited to the Member website, brochures, handbooks, shall be submitted to the Department for its review and approval prior to posting, issuance or distribution to Members. The Department shall review such materials within thirty (30) days from the date the Contractor presents the materials to the Department unless the Department notifies the Contractor that it requires additional time to review the materials. The Department shall not arbitrarily withhold approval. The Department reserves the right to require revisions to the materials.

## 9. INCIDENT REPORTING

- A. Initial notification of incidents and any follow up must be documented and provided to the Department using the process for incident reporting as approved by the Department.
- B. The Contractor shall notify the Department within one (1) hour of the Contractor being notified or becoming aware of an incident which occurs during transport, involving a Member who is the alleged victim or perpetrator of any of the following events:
  - 1) An allegation of criminal offense;
  - 2) Any injury to a Medicaid member, an escort or attendant, or infant or other person traveling with the Member, or a contracted or subcontracted staff member that requires any level of medical intervention; or
  - 3) An event involving potential harm or injury to a Member, including but not limited to, multi-loading or ridesharing in circumstances that are prohibited by this Contract.

- C. In addition to incidents described above, the Contractor is required to utilize professional judgment and report incidents that fall outside the scope of this Section in a timely manner, but no later than seven (7) business days following the incident.
- D. In addition to incidents described above, the Contractor is required to utilize professional judgment and report incidents that fall outside the scope of this Section.
- E. The Contractor shall notify the Department as soon as possible, based upon the nature and severity, and no more than two (2) business days of the discovery of any Medicaid Fraud or Abuse involving the Contractor, Subcontractor, Member, Medicaid or other healthcare provider.
- F. The Department may require the Contractor to provide additional information regarding efforts designed to prevent or lessen the possibility of future similar incidents.

**10. MOTOR VEHICLE ACCIDENT REPORTING**

- A. In the case of a motor vehicle accident, initial notification and any subsequent information must be documented and provided to the Department using a process as approved by the Department.
- B. Within one (1) hour of the Contractor being notified, the Contractor shall notify the Department of any vehicle accident involving the transport of a Member, where anyone has been injured.
- C. Within six (6) hours of the Contractor being notified, the Contractor shall notify the Department of a vehicle accident involving any vehicle involved in the transport of a Member where there has been no injury.

**11. DISASTER PREPAREDNESS AND BUSINESS CONTINUITY**

The Contractor shall develop a comprehensive plan in the event that one or more aspects of its operations fail or in the event of a natural disaster (such as an earthquake) or adverse weather conditions (such as flood, wind or snow). The Contractor shall provide to the Department a Disaster Recovery and Business Continuity plan that outlines all steps to be taken by the Contractor, the Department, and any third parties to allow the Contractor to meet its obligations under this Contract. The plan shall include Contractor's procedures for responding to telephone calls seamlessly in the event of local power failures, phone system failures or other emergencies. The plan shall also include the Contractor's plan for the provision of transportation for recipients who need dialysis and other critical medical care during adverse weather conditions such as severe flooding or winter storms. The Disaster Recovery and Business Continuity plan shall be subject to review and advance approval by the Department.

NON-EMERGENCY MEDICAL TRANSPORTATION  
STATEMENT OF WORK  
Section II  
Member Services Center

**1. OVERVIEW**

The Contractor shall be responsible for receiving and processing all requests for non-emergency medical transportation services for the Department's Medicaid Members. The Contractor shall be responsible for the administration of overall day-to-day operations necessary for the delivery of cost-efficient, appropriate medical transportation services and the maintenance of appropriate records and systems of accountability to report to the Department.

The Contractor shall meet the minimum federal requirements, as defined in 42 C.F.R. § 440.170, for provision of transportation services, as well as applicable Department standards and policies.

The Contractor shall also collaborate with the Department's medical, dental and behavioral health ASOs. The Contractor shall support the ASOs in fulfilling their contractual obligations to assist Members under the age of 21 with their transportation needs, as required by 42 C.F.R. § 441.62.

At the Department's request, the Contractor may also be asked to participate in special projects and/or support data analysis to examine transportation and other social determinants of health as those factors influence the care experience and health outcomes of members.

**2. MEMBER SERVICES REQUIREMENTS**

- A. The Contractor shall provide a toll-free number for scheduling transportation and responding to inquiries from members, healthcare providers, facilities and transportation providers. A local telephone number may also be provided.
- B. The Contractor shall maintain twenty-four (24) hour toll-free access to provide transportation for urgent care on holidays, weekends, and after business hours and for after hours discharges.
- C. The Contractor shall provide member services that are professional, prompt, courteous, customer-friendly, and responsive to Members.
- D. The Contractor shall provide Medicaid-specific training to Member services staff. The curriculum for that training shall be submitted to the Department for review and approval.
- E. The Contractor shall utilize an automated pre-appointment call-out system or other such means when appropriate to remind Members of their upcoming scheduled trips.
- F. The Contractor's Member Services Center shall at a minimum promptly answer telephone calls during normal business hours, from Monday through Friday, 7 AM to 6 PM. The Contractor may need to provide services at additional times in order to ensure adherence to service standards.
- G. The Contractor shall accept trip requests by telephone, secure online ordering system, mobile application or other secured electronic means that meet the security requirements defined by HIPAA regulation and following the ISO/IEC 27001 standards for information security management systems (ISMS). New technology additions which significantly add or update functionality shall be communicated to the Department for review as needed. The Member Services center shall have the



capacity to record all calls for quality assurance and other purposes.

- H. The Contractor's Member Services Center may close in observance of the following six (6) holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
- I. The Contractor shall give the Department written notice of any requested additional day(s) of closure at least thirty (30) calendars prior to the requested day of closure. The Department reserves the right to deny these requests.
- J. Authorizing emergency transportation is not part of the Contractor's duties. The Contractor shall ensure that Members experiencing a medical emergency are directed to the appropriate emergency resources and shall refer emergency calls to 911.
- K. Staffing
  - 1) The Contractor shall staff member services with competent, diverse professionals including Spanish-speaking individuals in order to best serve the needs of members.
  - 2) The Contractor shall make special provisions, as required under Section 1557 of the Affordable Care Act, for clients and their families who have limited English proficiency, or are hearing or vision impaired, including TDD/TTY and multi-lingual capabilities.
  - 3) The Contractor shall ensure that member information is clearly communicated in a manner that is culturally appropriate and sensitive;
  - 4) The Contractor shall remove any of the Contractor's employees from contact with Members when the Contractor determines that:
    - a) The employee is not handling calls or scheduling trips in accordance with the performance standards of this contract, or
    - b) Prior retraining of the employee has not resulted in improved performance
  - 5) The Contractor shall maintain and send to the Department's transportation staff upon request a list of current Contractor employees assigned to the performance of this Contract, including employee names, titles, supervisory relationships, and an organizational chart.
  - 6) The Contractor shall train member service representatives in the area of dispute resolution.
  - 7) The Contractor shall establish and maintain a Member ombudsperson position or a properly trained staff person whose responsibility is to resolve Member complaints. The Contractor shall provide the ombudsperson's contact information to the Department's Transportation Program Manager upon the initial establishment of the position and upon any changes to the position thereafter.
- L. The Contractor shall document the healthcare service to which a Member is receiving transportation services. The Contractor shall employ clinical coordinators to make medical necessity determinations in pre-authorization decisions and for other verifications. All medical necessity decisions shall be based upon the specific needs of a Member. The length of authorizations shall be tailored to the scope and expected duration of a Member's limitation or disability. For Members with a static disability, authorizations shall be granted for a reasonable time, consistent with the nature of the Member's condition. If the static disability is relevant to the service being requested, services for a Member with a static disability shall be granted for one year, unless there is a strong basis for a

shorter authorization period. Arbitrary limitations on the length or duration of approval for a type of service or other accommodations are inconsistent with an individualized determination of medical necessity. The Contractor shall employ a sufficient number of coordinators to review requests for special transportation needs in a timely and responsive manner. Such requests include but are not limited to, attendant requests, complex mode of transportation requests, and trips to non-local providers. Such coordinators shall be Registered Nurses, with a current Connecticut license in good standing. Other licensed health care professionals may be permitted to serve as Coordinators, subject to the Department's prior approval. All coordinators shall have the clinical background and experience necessary to review and consider medical documentation and requests. The coordinators shall be specialized knowledge of the types of accommodations that may be necessary for transportation of Members with disabilities.

M. Trip Request

- 1) The Contractor shall respond to non-emergent transportation inquiries and requests made by the Department's Members, parent/guardian, or member representative including healthcare providers. The Contractor shall accept requests for trips when requested at least forty-eight (48) business hours in advance of the appointment when requested during normal business hours. Until such time that technology allows for a more expedient cost effective means of delivery, at least five (5) days advance notice is needed to allow for delivery time of passes, tokens, and tickets or similar for members utilizing mass transit. The trip authorization shall allow for all persons allowed to be transported with the Member pursuant to the terms of this Contract, including but not limited to, Escorts, Attendants, parents, Guardians, Conservators and related infants.
- 2) The Contractor shall accept requests for trips when requested with less than two business days' notice when requested by a Member in need of urgent care or as requested by a provider, for example, when a return or follow-up medical appointment is needed the following business day.
- 3) Trips may be requested up to thirty (30) days in advance of the scheduled appointment. Recurring or standing order trips may be scheduled for up to ninety (90) days.
- 4) The Contractor shall comply with the provisions of Conn. Gen. Stat. 17b-276b, which requires that an authorization decision for hospital discharge trips be made no later than three (3) days after the provider or ambulance company submits the request. Members being discharged from hospitals or emergency departments shall be picked up within three (3) hours of receipt of the request from the member, member's representative or hospital staff.

N. Trip Assignments. The Contractor shall schedule transportation if the following criteria are met :

- 1) The individual for whom transportation services are being requested is an eligible Member; and
- 2) The healthcare service is a Medicaid Covered Service included in the member's benefit; and
- 3) The healthcare provider who would provide care to the eligible Member:
  - a) Is an enrolled participating healthcare provider with the Department; or
  - b) Could be accepted by the Department as an enrolled Medicaid participating healthcare provider for that service if they applied; or
  - c) Is a provider performing services paid for by a third party, such as the Veterans Administration (V.A.), Medicare, charitable or other voluntary program; or
  - d) Is a local provider or otherwise meets the requirements under medical necessity.

O. Selection of Level of Transportation

- 1) The Contractor shall make every reasonable effort to ensure that a Member is required to use transportation resources that are already available to the Member, or lowest cost resources are used first. The Contractor shall establish and enforce procedures to ensure the maximum efficiency of the provided services. This includes, but is not limited to, least costly mode, closest provider, shared ride, attendants, provider selection, and dispatch methodology. The Contractor shall ensure that members are being transported by the least costly appropriate mode of travel. The priority order of mode of travel is as follows: walking, public transit, mileage reimbursement, ambulatory, wheelchair.  
The resources to be considered by the Contractor include public transit systems, personal mileage reimbursement, or other free or low-cost means of transportation. In all instances, the Contractor's decision shall be based on each Member's mobility status, personal capabilities and medical needs. The Contractor's licensed clinical staff shall review requests and medical documentation when needed for the authorization of higher levels of service.
- 2) The Contractor shall document in the Member's record their mobility status, personal capabilities, medical needs or other relevant facts that will guide the level of service needed by the Member.
- 3) The Contractor shall include in their Member Services Center staff training curriculum, guidance regarding Member needs, special assistance and escalation procedures.
- 4) The Contractor shall implement the Department's "shared ride" policy for multi-passenger grouped trips. Such policy shall clearly exclude a member from multi-passenger trips when it is inappropriate, including, but not limited to, situations in which a member is immunocompromised.
- 5) The Contractor shall establish a method of effectively identifying, scheduling, and coordinating standing orders or recurring trips.
- 6) The Contractor shall make available a variety of modes of Member transportation, including, but not limited to:
  - a) public transportation,
  - b) mileage reimbursement,
  - c) homemaker-companion agency mileage as allowed in the CT Home Care Program for Elders,
  - d) taxi/livery,
  - e) wheelchair accessible taxi/livery,
  - f) invalid coach (licensed by the DPH)
  - g) air and ground ambulance,
  - h) commercial air,
  - i) group or shared ride vehicles, except for Members who are immunocompromised or for whom this is otherwise not medically appropriate
  - j) other modes as may become available and upon mutual agreement of the Department and the Contractor.
  - k) Independent Driver-Providers (IDPs). The Contractor may use NEMT-specialized IDPs to supplement traditional types of commercial transportation providers. The IDPs shall meet or exceed all requirements for transportation network company providers under state law, Public Act 17-140 as amended by Public Act 17-203. The IDPs shall also participate in training that is specific to the transportation needs of Medicaid members, including but not limited to, ADA Sensitivity, Cultural Competency, CPR/First Aid, HIPAA, Bloodborne Pathogens and Defensive Driving. The IDPs also undergo multistate background checks to ensure safety and the highest level of quality. The use of IDP drivers is intended to enable the Contractor to supplement traditional providers and to serve eligible Members reliably,

efficiently, and cost-effectively. The IDPs shall meet any State of Connecticut regulatory requirements and shall not be employees of the Contractor or any of its affiliated companies or subsidiaries. The participation in the NEMT program under this Contract shall also be subject to CMS approval, as necessary.

- l) The Department and the Contractor shall work together when authorizing and securing air ambulance and long distance out-of state trips. Non-emergency air and ground ambulance trips are billed directly to the Department by the provider. A daily prior authorization file from the Contractor to the Department's MMIS contractor is required in order for those payments to be made.
- P. The Contractor shall have on record legible copies of the following documents when personal mileage reimbursement is requested.
  - 1) The operator's driver's license;
  - 2) Current vehicle registration; and
  - 3) Proof of insurance for the vehicle/operator.
- Q. Escorts, Parents, Attendants and Guardians  
The Contractor shall advise the contracted transportation provider when additional seating is required to accommodate an escort, attendant, parent, guardian or an infant.
- R. Daily Computerized Trip Log. The Contractor shall establish and maintain a daily computerized trip log that documents trips requested for Members to and from approved healthcare services, and justifies the expenditures of transportation resources. The daily computerized trip log shall include at a minimum, the following:
  - 1) Member /Requester name (both if different);
  - 2) Date and time of contact or request;
  - 3) Date and time for the requested transportation;
  - 4) Pick-up location;
  - 5) Destination;
  - 6) Each Member's mobility status;
  - 7) Each Member's personal capabilities.
  - 8) Availability of other transportation resources;
  - 9) Approval or denial of transportation;
  - 10) The level of transportation approved, if appropriate;
  - 11) Justification of level of transportation and cost authorized;
  - 12) Name of Contractor's staff approving or denying request;
  - 13) Assigned provider of transportation; and
  - 14) Member's Medicaid Eligibility Coverage Group

### 3. MEMBER SERVICES CENTER PERFORMANCE STANDARD

- A. The Contractor shall answer within three (3) minutes, not including the initial announcement, eighty percent (80%) of all incoming phone calls during normal business hours, including hearing-impaired system calls, measured on a monthly basis.
- B. The Contractor shall maintain an abandonment rate of less than 5% during normal business hours.
- C. The Contractor shall maintain an average hold time not to exceed three (3) minutes for calls placed on hold.

#### 4. ADDITIONAL SERVICES AND SPECIAL TRANSPORTATION

The Department may require the Contractor to provide Medical transportation to additional categories of services and to some individuals or groups of individuals who are not eligible for Medicaid. These trips will be reimbursed outside of the PMPM as more fully described below:

##### A. Money Follows the Person

- 1) The Contractor shall work with the Department's Money Follows the Person (MFP) staff to arrange for transportation to services covered under the MFP program that are outside of Medicaid coverage. The Department and Contractor shall agree upon the process to be followed in requesting and fulfilling MFP trips. The Contractor shall be responsible for payment of MFP claims and shall be reimbursed by the Department or the Department's MFP contractor
  - a) Upon request, the Contractor shall arrange for non-medical transportation for members enrolled in the MFP demonstration project. Such individuals may be either living in an institutional setting or participants living in the community. The Contractor is not required to verify eligibility for the member identified on the request. The Contractor shall assign trips to an enrolled transportation provider. The approval number, date of trip and transportation provider shall be entered into the MFP web database ([mycommunitychoices.com](http://mycommunitychoices.com)) by the Contractor. This will generate a web notification sent to Department's MFP staff and the assigned contracted MFP staff.
  - b) All completed MFP trips shall be submitted by providers to the NEMT Contractor for payment. The Contractor shall routinely, but not less than once per month, submit a separate invoice to the Department or its designee, for claims paid for authorized MFP trips. Invoiced trips will be verified with the MFP database of trips approved by Department's MFP staff. Disbursement of funds for approved trips to the NEMT Contractor shall occur within 30 days of receiving the invoice. The cost of these trips is outside of the PMPM paid to the Contractor

##### B. Additions to the Scope of Work

The Department may be called upon to provide non-emergency transportation to Connecticut citizens in situations that do not fall within the definition of Medicaid NEMT. Such situations may include relocation of disabled or displaced individuals in the event of a natural disaster. Another example is the provision of transportation of homeless individuals to shelters when the Governor activates the "Severe Cold Weather Protocol." The Department and the Contractor shall develop a billing process and payment structure for such rides that fall outside of the PMPM and are not eligible for federal financial participation through Medicaid.

NON-EMERGENCYMEDICAL TRANSPORTATION  
STATEMENT OF WORK  
**Section III**  
**Member and Trip Eligibility Verification**

The Contractor shall verify and document the eligibility of each Member receiving a transportation service provided under this Contract.

**1. PRE-TRIP REVIEW AND VERIFICATION**

- A. The Contractor shall verify the eligibility of each Member requesting transportation by reviewing the Member's eligibility to receive transportation services provided under this Contract by using one of the following:
  - 1) the Contractor's eligibility system;
  - 2) the Department's AVRS/Interchange;
    - a) The Contractor shall perform and document a pre-trip verification review by verifying the medical appointment for a covered service with the healthcare provider on a minimum of ten percent (10%) of scheduled trips prior to transportation services being provided.
- B. The Department will also provide information on special eligibility procedures such as the Temporary Identification process through the MMIS vendor and Member's use of Eligibility Determination notices as proof of temporary coverage. The Department will also provide information on granting of Presumptive Eligibility. This will help ensure that Members using a Temporary Identification number or a Presumptive Eligibility voucher are able to access NEMT services for their covered services.
- C. The Contractor shall ensure that Members in the Limited Benefit TB or Family Planning Coverage group only receive medical transportation to the services covered by Medicaid for those coverage groups.

**2. NEEDS TEST**

- A. The Contractor shall verify that the Member meets a needs test for transportation services. The Contractor shall develop call scripts to guide the process. The call script shall be subject to the Department's review and prior approval. The call scripts are an integral part of receiving a call from the Member. The needs test shall include at a minimum:
  - 1) Verification from the requesting Member or the person requesting services on the Member's behalf that the Member has no other available means of transportation to or from healthcare services.
  - 2) Verification that the transportation is not covered by other programs or funding.
  - 3) Verification that the healthcare services to be provided during the appointment are covered by the Member's Medicaid benefit.
  - 4) Verification that the requested transportation is to or from a local provider of covered services, or is medically necessary for the Member, as more fully described in Section XII.8 of this SOW, NEMT Policies.
  - 5) Verification that the service is not otherwise exempted or prohibited under the Medicaid program and Department's policies.

### **3. POST TRIP REVIEW AND VERIFICATION**

The Contractor shall perform and document a post trip verification review on a **minimum** of ten percent (10%) of trips and including after-hours transportation and all modes of transportation; to verify that trips are for a Medicaid covered service.

NON-EMERGENCY MEDICAL TRANSPORTATION  
STATEMENT OF WORK

**Section IV**  
**Transportation Vehicle Standards**

1. The Contractor shall ensure that Members receive transportation services that are safe and reliable. The Contractor shall ensure that all vehicles and components used for the performance of the obligations of this Contract meet or exceed the standards in this Section. The Contractor shall require that all subcontracted provider vehicles used to transport Members meet or exceed the following regulations and safety standards, including regulations and standards promulgated by any successor agencies:
  - A. Licensing requirements of the State of Connecticut DMV, DOT, DPH or other entity as applicable to the level of service;
  - B. State, federal and manufacturer's safety and mechanical operation and maintenance standards;
  - C. Regulations of the Americans with Disabilities Act (ADA);
2. The Contractor shall require that vehicles which fail to meet the standards:
  - A. Are immediately removed from service; and
  - B. Are re-inspected before they are eligible to be used to provide transportation services for Members under this Contract.
3. **VEHICLE INSPECTIONS**
  - A. For all vehicles used for the provision of services under this Contract, the Contractor shall either conduct an inspection of the vehicle or confirm and document that a current inspection has been conducted by the appropriate governmental agency. Such inspection shall occur or be confirmed prior to the use of any vehicle for performance of services under this contract. After such initial inspection has been conducted or verified. Thereafter, the Contractor shall perform random annual inspections on ten percent (10%) of the vehicles of each transportation provider, and shall rotate the vehicle inspections of the provider's fleet each year.
  - B. If during the course of the annual inspection, more than five percent (5%) of the inspected vehicles in a provider's fleet do not meet regulatory requirements, the remainder of that fleet shall be inspected.
  - C. Documentation of inspections completed by other agencies shall suffice as long as the Contractor has access to the inspection reports and this Contract's standards are met or exceeded.
  - D. The Contractor shall supply the Department with a preliminary schedule of inspections within the first thirty days (30) of this Contract's start date, and then annually thereafter, using a format approved by the Department.
  - E. The Contractor shall be responsible for confirming the condition, including inoperable components, of a vehicle(s) if a Member complains about the condition of a specific vehicle(s).



#### 4. VEHICLE REQUIREMENTS

All subcontracted transportation provider vehicles used in the performance of this Contract, shall meet or exceed the following requirements. Each vehicle, at a minimum shall have:

- A. A two-way communication system (two-way radio or cell phone are acceptable) linking all vehicles used in delivering the services under this Contract with the transportation provider's major place of business (dispatcher).
- B. A two-way, hands free communication system that is compliant with CT state laws and regulations.
- C. A vehicle with an inoperative two-way communication system shall be placed out-of-service until the system is repaired or replaced.
- D. A climate control systems adequate for the heating and ventilation needs of both driver and passengers. Any vehicle with a non-functioning climate control system shall be placed out-of-service until repaired.
- E. A functioning, clean, and accessible seat belt for each passenger seat position. Seat belts shall be stored off the floor when not in use. The Contractor shall identify providers that have seat belt extenders, and shall ensure an effort is made to arrange for vehicles with seat belt extenders when requested by Members.
- F. Functional door handles on all doors.
- G. Working speedometer and odometer.
- H. Functioning interior light(s) within the passenger compartment.
- I. Adequate sidewall and ceiling covering.
- J. Two (2) exterior side view mirrors, one on each side of the vehicle.
- K. One (1) interior mirror for monitoring the passenger compartment.
- L. Clean exteriors that are free of broken mirrors or windows, excessive grime, rust, chipped paint or major dents that detract from the overall appearance of the vehicle.
- M. Clean interiors that are free from torn upholstery or floor covering, damaged or broken seats, protruding sharp edges and free of dirt, oil, grease or litter.
- N. The transportation provider's name displayed in a manner that is visible to a Member from outside of the vehicle.
- O. A bottom seat cushion for each seat, with the exception of transit vehicles.
- P. Devices in place to secure wheelchairs or other personal mobility devices, as applicable to the vehicles licensed level of service.
- Q. Capacity to secure child safety seats that meet applicable state and federal guidelines as may be required by State or Federal law.

5. **SCENT FREE VEHICLES**

- A. The Contractor shall ensure an effort is made to arrange for scent-free vehicles for every level of transportation when requested by a Member; and
- B. The Contractor shall require providers to reduce smoke/vape residue in vehicles and consider requiring the use of smoke and vape free vehicles

NON-EMERGENCY MEDICAL TRANSPORTATION  
STATEMENT OF WORK  
Section V  
Driver Conduct Standards

The Contractor shall ensure that drivers act in a professional manner at all times, and are licensed, qualified, competent, and courteous. The Contractor shall apply the following standards to all drivers.

1. Drivers shall:
  - A. Interact in a professional manner with members, escorts, attendants, provider and facility staff and any other individuals with whom they come in contact during transportation. This includes at a minimum protecting Member confidentiality, avoiding offensive language and topics, maintaining an appropriate professional relationship, and treating Members with respect.
  - B. Wear, or have visible, easy-to-read company identification.
  - C. Be clean and maintain a neat appearance at all times.
  - D. Properly identify and make their presence known at the specified pick-up location. If a curbside pick-up is not apparent or appropriate, drivers shall announce their presence to facility staff or the member in another manner.
  - E. Exit the vehicle to open and close vehicle door(s) to assist passengers entering or exiting the vehicle as needed and upon request.
  - F. Assist passengers in being seated, including the fastening of the seat belt only when necessitated by the Member's ability.
  - G. Confirm, prior to allowing any vehicle to proceed, that:
    - 1) Passengers are properly secured in their seat belts,
    - 2) Infants and children are secured in a car seat by the parent or guardian using a seat or booster,
    - 3) Items such as walkers, strollers or other such items are secure,
    - 4) Wheelchairs are properly secured to the vehicle, and
    - 5) Passengers in wheelchairs are properly secured in their chairs.
  - H. Provide additional member assistance as appropriate to level of service and corresponding training completed by the driver/staff; upon request of the member for assistance, or as noted in the Member's file, or when necessitated by the Member's mobility status and personal abilities, including:
    - 1) Curb-to-curb;
    - 2) Door-to-door; and
    - 3) Door-through-door.
  - I. Provide support and direction to passengers as required by the Member's mobility status and personal abilities, such as:
    - 1) Movement of wheelchairs and mobility-limited persons as they enter or exit the vehicle using the wheelchair lift/ramp;
    - 2) Stowage by the driver of mobility aids and folding wheelchairs.

2. Drivers shall not:
  - A. Make sexually implicit or explicit comments, solicit sexual favors, engage in sexual activity, or pursue personal relationships with a Member or escort. Drivers shall not respond to or encourage such behavior.
  - B. Solicit, accept or provide controlled substances, alcohol, or medications from/to Members or other passengers;
  - C. Solicit or accept money or other items of value from Members or other passenger.
  - D. Use alcohol, narcotics, or controlled substances, or be under their influence of alcohol, narcotics, or controlled substances, while on duty. Prescribed medication or other substances which have the potential to adversely affect job performance can be used by a driver as long as:
    - 1) His/her duties can still be performed in a safe manner; and
    - 2) The subcontractor has written documentation from a healthcare provider licensed to prescribe that the driver's current prescribed medication(s) and other substances which have the potential to adversely affect job performance shall not impact the ability of the driver.
  - E. Eat food or consume any beverage, other than a non-alcoholic beverage in a closed container, while operating the vehicle or while involved in Member assistance;
  - F. Give food or beverages to Members;
  - G. Smoke or Vape in the vehicle. All passengers including Members shall also be prohibited from smoking or vaping during transportation provided under this Contract;
  - H. Wear any type of headphones while on duty;
  - I. Assume responsibility for passenger's personal items;
  - J. Attempt to influence or restrain Members, their families/guardians, or healthcare providers from making complaints or reports regarding transportation provided under this Contract. This includes refusing to give contact information.
  - K. Attempt to influence Members, their families, guardians, or escort, or healthcare providers to obtain additional business.
  - L. Transport non-Medicaid members at the same time as a Medicaid member (i.e. private pay)
  - M. Transport adult non relative/guardian/escorts with children (that is, a child alone with an unrelated/unconnected adult Medicaid member)

### 3. DRIVER ACCOUNTABILITY

- A. In addition to training required for licensing and certification by CT statutes and regulations for the level of service contracted, the Contractor may add the following recommended trainings for drivers:
  - 1) Cardio-pulmonary resuscitation (CPR)/First Aid;
  - 2) Passenger assistance training, such as ADAPT or PAT;
  - 3) Defensive driving.
- B. The Contractor and its transportation subcontractors shall:
  - 1) Ensure that all drivers have a valid driver's license and appropriate endorsements, before providing services; and
  - 2) Have ready access to documentation.
- C. The Contractor shall not allow any driver or dispatcher to provide or facilitate any service under this Contract if there is any indication that the driver or dispatcher may pose a risk to the Department's Members.

- D. If the Contractor or the transportation provider receive complaints regarding a particular driver and it is determined that the driver may pose an immediate risk to Members, the Contractor shall:
- 1) Direct the subcontractor to immediately prohibit that driver from transporting Members, pending further review;
  - 2) Investigate the matter further, to determine the level of risk, if any, to Members posed by that driver;
  - 3) Determine further steps to be taken, which may include:
    - a) Additional Driver training;
    - b) Temporary suspension from the performance of any services under this Contract;
    - c) Termination of that driver's employment with the Contractor or subcontractor for transportation provided under this contract;
    - d) Referral to proper authorities, such as licensing or law enforcement as necessary.
  - 4) The Contractor shall direct the subcontractor to immediately remove the driver from performing any services under this Contract if the Contractor determines that the subcontractor's actions or lack of actions pose a risk to Members.

#### 4. DRIVER VERIFICATION.

The Contractor shall verify that drivers used in the provision of services under this Contract meet the terms and conditions of this Contract and applicable regulations. Verifications may be done simultaneous with the Vehicle Inspections.

- A. List of Drivers. The Contractor shall maintain a list of drivers used for this Contract organized by provider. This list shall be updated not less than monthly. For each driver, the Contractor shall note the last date that the driver met the qualifications required by this Contract. The Contractor shall ensure that each qualification met can be verified by original documentation. The Contractor may add other requirements to this list as the Contractor deems appropriate after approval by the Department.
- B. Initial Verification. The Contractor shall verify that each driver meets the requirements of this Contract before that driver may serve Members under this Contract.
- C. Annual Verifications. The Contractor shall annually re-verify that each driver meets the requirements of this Contract, including the appropriate regulatory requirements, before that driver may serve Members under this Contract.
- D. Drivers not satisfying these requirements shall be immediately removed from serving Members. Each driver shall be re-verified before she or he may serve Members under this Contract.

#### 5. COMPLAINT INITIATED VERIFICATIONS

- A. When a Member makes a complaint about the qualifications, safety or suitability of a driver, the Contractor shall:
- 1) Verify the qualifications of, and investigate the safety and suitability of the involved driver; and
  - 2) Comply with the requirements of Section 3.d of this Section V;
- B. Drivers found not meeting the terms of this Contract or applicable regulatory requirements shall be:
- 1) Immediately removed from serving Members; and
  - 2) Prohibited from providing services to Members until any deficiencies are documented, corrected, and the driver is re-verified.

6. The Contractor shall ensure all subcontracted drivers performing work under this Contract are trained in the proper use and installation of child safety seats, as required by CT law. The Member is responsible for providing and installing an appropriate child safety seat.

NON-EMERGENCY MEDICAL TRANSPORTATION  
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**Section VI**

**Transportation Performance Standards**

**1. PICKUP WAIT TIME.**

The waiting time for a scheduled pickup going to an appointment (a leg) should not exceed fifteen (15) minutes before and fifteen (15) minutes after the scheduled pickup time. A Member, under no circumstances, shall arrive more than thirty (30) minutes prior to an appointment, unless this is done at the Member's request. The NEMT provider shall be required to be onsite for at least five (5) minutes and cannot leave prior to the actual pickup time (e.g. For a pickup time of 8:00 a provider arriving between 7:50-8:00 would have to wait until 8:05 to declare the passenger a no-show).

**2. DROP-OFF TIME.**

The Contractor shall ensure that Members arrive on-time for their appointments. The Contractor shall ensure that Members are not delayed in arriving at a medical appointment due to a delay caused by either the Contractor or a subcontracted provider.

**3. RETURN TRIP WAIT TIME.**

The average waiting time for a scheduled return trip, after an appointment, shall not exceed thirty (30) minutes. Members being discharged from hospitals or emergency departments shall be picked up within three (3) hours of receipt of the request from the member, member's representative or hospital staff.

**4. WILL CALL.**

Will-call trips, that is trips for which the Member or provider does not wish to provide a set pick-up time or is unable to do so, are not held to the standards listed above. Members choosing will-call services shall be informed by the Contractor of the possibility of longer wait times; up to one (1) hour from the time the Contractor is notified the member is ready.

**5. MULTI-PASSENGER.**

In cases where multiple Members are being transported in a single vehicle, the Contractor shall ensure that none of those Members remains in the vehicle for more than thirty (30) minutes longer than the average travel time required to transport an individual using that mode, from the point of pick-up to the destination. The Contractor shall require the dispatcher/provider notify the Contractor of any delay in excess of 30 minutes and of any alternate pick-up arrangements in these situations.

**6. EXCEPTIONS**

- A. Exceptions to the above times may be made for trips with pick-up or destinations outside the Member's local community.
- B. Exceptions may also be made due to unusual situations such as exceptional distances in rural areas or other situations beyond the control of the Contractor.
- C. Exceptions shall be documented in the Member's file.

NON-EMERGENCY MEDICAL TRANSPORTATION  
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Section VII  
Subcontracts with Transportation Service Providers

The Contractor shall provide transportation services through written subcontracts. The subcontracts shall:

1. State clearly the services being subcontracted by the Contractor.
2. Contain language that limits the collection and use of Member information: to only the minimal information necessary to provide services and that any Member information gained shall be protected from unauthorized disclosure in compliance with HIPAA and any other state or federal disclosure requirements.
3. Identify the parties to the subcontract (e.g., name, address, type of organization) and identify their legal basis to do business in the State of CT.
4. Contain language that requires subcontractors to have procedures in place for the prevention, detection, and reporting of suspected fraud and abuse, in conformance with the CMS Program Integrity: Non-Emergency Medical Transportation Toolkit and other publications approved by CMS or the Department.
5. Describe the payment method and process, including applicable rates.
6. Require that the subcontractor remit the amount due to subcontractor's transportation providers/drivers no later than thirty (30) calendar days after receipt of the Contractor's payment for transportation services.
7. Include requirements that each transportation provider maintains sufficient liability insurance to meet the requirements of CT State law and the Terms and Conditions of this Contract regarding insurance coverage.
8. Require subcontractor agreements comply with employer liability, auto liability, and worker's compensation.
9. Provide the Department access to information and records for six (6) years following the expiration or termination of such subcontract, sufficient to document services provided under this Contract including billing and accounting information.
10. Prohibit subcontractors from seeking payment from the Department, or Member, for services performed under the subcontract, with the exception of air and ground ambulance, which are reimbursed by the Department.
11. Prohibit subcontractors from offering or making any payment or other form of remuneration, including any kickback, rebate, cash, gifts, or service in kind to the Contractor in order to influence referrals or subcontracting for transportation provided to Member.



12. Require the subcontractor to return to the Contractor, within thirty (30) days of Contractor's or subcontractor's discovery, any and all payments for trips delivered by an unauthorized driver or vehicle.
13. Require the subcontractor to hold all necessary licenses, certifications, and permits as required by law for the performance of the activities to be performed under this Contract.
14. Require the subcontractor to comply with Quality Assurance activities.

NON-EMERGENCY MEDICAL TRANSPORTATION  
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Section VIII  
Notices of Action and Administrative Hearings

1. **General Requirements**
  - A. This Section sets forth requirements for the content and issuance of Notices of Action, and the processes for hearings with the Department's Office of Legal Counsel, Regulations and Administrative Hearings. Due process protections are mandated by state and federal law and Constitutional requirements.
  - B. To the extent that there are changes in state or federal law that may affect these requirements or policies, the Contractor will be required to modify the processes at the direction of and with the approval of the Department.
  - C. The Contractor shall meet or exceed the Notice of Action Requirements as specified in this Section. The Contractor shall submit to the Department for its review and approval, a Member Hearings Process including policies that implement the requirements in this Section.
2. **Notices of Action**
  - A. A Notice of Action (NOA) shall be issued to a Member upon the denial (in full or in part), suspension, or termination of services, as more fully described below. A partial denial includes approval of a level of transportation that is not the same type that is requested by the member.
  - B. The Contractor shall comply with Department policies and procedures related to Notice of Action. Such policies and procedures may change and the Department shall notify the Contractor of any changes when they occur. Additionally, the Department and the Contractor will annually review the policies and procedures.
  - C. After informing a client of an adverse action as described above, the Contractor shall mail a Notice of Action – NOA on the form developed and provided to the Contractor by the Department, , within one (1) business day of the decision to deny or otherwise change the service. The Contractor shall retain documentation that the NOA was sent.
  - D. The Contractor shall generate Notices of Action specific to each type of action. The Contractor shall issue an NOA for all actions to deny, terminate or suspend NEMT services, including but not limited to, the following situations:
    1. The healthcare services to which the Member wishes to be transported are not Medicaid-covered services
    2. The Member is not being approved for the type of transportation that he or she has requested.
    3. A healthcare provider chosen by the Member is not the nearest appropriate healthcare provider of medical services.
    4. The method of transportation requested is not the least expensive appropriate method of transportation, depending on the availability of the service and the physical and medical circumstances of the client.
    5. The client wants to go to a medical provider solely for the purpose of picking up a prescription or a written prescription order, or for picking up an item that does not require a fitting.

6. The Member has requested a form of transportation or special accommodation that is not medically necessary for the Member.
- E. The Department shall provide the Contractor with templates for the Notices of Action. The Contractor shall submit final standardized Notices of Action (with the Contractor's contact information and logo) to the Department for review and approval. The format and content of the templates may not be altered without the prior written approval of the Department. All notices shall include the specific reason for the action taken and shall cite to the appropriate legal authority for the action.
  - F. The Contractor shall mail the applicable notice to one of the following individuals:
    1. The Member, if the member is 18 years of age or older and, if applicable, the
    2. member's conservator or guardian; or
    3. The Member's head of household or member's parent or guardian if the
    4. Member is under the age of 18.
  - G. The Contractor shall require and advise members that the Member may request a hearing in writing within sixty (60) days of the receipt of the notice on a form provided by the Department or as otherwise allowed by the Department. Hearing requests may be filed by the member; the member's authorized representative, a conservator or guardian, or the member's parent or guardian if the member is under the age of 18.
  - H. The Contractor shall track all actions taken in a database all cases. Daily reports shall be run from this database. Decisions to deny, partially deny, terminate, suspend or reduce services shall be entered into a database. All Notices of Action with appropriate appeals rights shall be generated from this database.
  - I. The Contractor shall perform quality checks on at least 10 % of a random sample of notices on a weekly basis as part of its overall Quality Assurance plan.
3. **Continuation of Benefits Pending the Hearing**  
 If the Contractor terminates, suspends or reduces existing services that a Member has been receiving, the Member has a right to continuation of those services, provided that the Member files a hearing request within ten (10) calendar days of the date the NOA is mailed to the member, or the effective date of the intended action, whichever is later. If a timely hearing request is filed, the services shall not be terminated, suspended or reduce until a hearing decision, upholding the Contractor's action, is issued.
4. **Contractor Hearings Process – Routine**
    - A. The Contractor shall develop and implement a timely and organized process to resolve disputes between the Contractor and Members concerning actions taken by the Contractor, including denial/partial denial, termination, suspension, or reduction of services, or call ahead procedure for Medicaid members using NEMT. Such processes shall include the development of written policies and procedures. The Contractor shall maintain a record keeping system, which shall include a copy of the hearing request, the response, the final resolution and supporting documentation.
    - B. The Contractor shall designate one primary and one back-up contact person for its administrative hearing process.

- C. Hearing requests by Medicaid members are mailed, emailed, faxed, or otherwise communicated to a single address within the Department. The Department shall communicate a request for expedited review to the Contractor within one business day of receipt by the Department when the member's appeal contains a request for expedited review. The communication shall include the date the member mailed the appeal. If the Contractor receives an appeal form, the Contractor shall date stamp and communicate the appeal to the appropriate contact at the Department within two (2) business days.
- D. The Department is required to schedule an administrative hearing within thirty (30) calendar days of receipt and notify the member and Contractor of the hearing date and location. If a member has a disability, the hearing may be scheduled at the member's home, if requested by the member.
- E. The Department shall date stamp, scan and forward the hearing request to the Contractor by email within two (2) business days of receipt. The communication to the Contractor shall include the date the member mailed the request to the Department. The postmark on the envelope shall be used to determine the date the request was mailed.
- F. An individual who was not involved in the original decision shall review the hearing request and assess whether the Contractor/Department should maintain the original position and defend it at an administrative hearing. The Contractor shall attempt to resolve the hearing issue at the earliest point possible, but no later than fourteen (14) days following the filing of the hearing request.
- G. If the issue is not resolved to the Member's satisfaction, the Contractor shall draft an administrative hearing summary.
- H. If the Member informs the Contractor that they do not wish to pursue the appeal, the Contractor shall ask the Member to verbally withdraw their appeal. If the Department receives a verbal withdrawal, the Department will send the Member a Withdrawal Notice. The Department will email the notice to the Contractor and this notice will serve as a closure letter for the hearing request. If the denial or other adverse action is upheld, the Department will schedule a hearing within 30 days of the date of the request. The Department's OLCRAH will email the Notice of Administrative Hearing to the Contractor.

5. **Expedited Hearings**

The Department shall communicate a request for an expedited hearing to the Contractor within one business day of receipt by the Department when the member requests expedited review. If an expedited appeal is approved, a hearing must be scheduled immediately, allowing time for the member to receive notice of the hearing. The hearing will be scheduled in three business days.

6. **The Administrative Hearing**

If the Member/client does not appear for the scheduled hearing, the Hearing Officer will return the case record to the hearing staff to close out the hearing request. The hearing staff will send the Member and the Contractor the dismissal notice. This notice will serve as a closure letter for the hearing request.

If the matter proceeds to hearing, the Contractor shall be responsible for preparing a hearing summary using a template provided by the Department and in sufficient time to allow for the Department's review of the summary. The hearing summary must be provided to the hearing officer and the Member at least five business days prior to the hearing. The Contractor shall send a

representative, either in person or by videoconference, if permitted, to the hearing to present and defend the action taken.

If the client prevails at the hearing, the Contractor shall honor and implement the hearing decision and document compliance as directed by the hearing officer. If the Contractor/Department prevails, no further action is necessary unless the services have been continued pending the hearing decision. In such an instance, the Contractor may terminate the authorization for the existing services.

NON-EMERGENCY MEDICAL TRANSPORTATION  
STATEMENT OF WORK  
**Section IX**  
**Policies and Procedures Manual**

1. The Contractor shall establish written policies and/or procedures, subject to Department review and advance approval. All such policies and procedures shall be posted on the Contractor's website in a prominent location.
  - A. The Contractor shall develop policies and procedures for the determination of the lowest cost, most appropriate level of service. The Contractor shall have the ability to require a Medical Necessity form signed by a licensed practitioner as required to support the level of services being requested by a Member.
  - B. The Contractor shall develop and implement written procedures to determine whether fixed- route public transportation is accessible to, and appropriate for, Members requesting transportation services. Such procedures shall take into account the distance from scheduled stops at facilities or service providers, the age and abilities of the Members, any physical or cognitive impairment, inclement weather conditions, and other pertinent factors. The Contractor shall have the ability to require a Medical Necessity form signed by a licensed practitioner as required to support the level of services being requested.
  - C. The Contractor shall develop policies and procedures for Personal Mileage / Gas Reimbursement.
  - D. The Contractor shall establish written internal policies and procedures to ensure compliance with all state and federal Confidentiality and Nondisclosure requirements.
  - E. The Contractor shall establish procedures that describe the Contractor's oversight activities to monitor and resolve complaints. The procedures shall include at a minimum, procedures for registering and responding to complaints in a timely fashion, documentation of the complaints, the actions taken, and procedures to prevent reoccurrence.
  - F. The Contractor shall establish policies and procedures for monitoring subcontracted transportation providers to ensure driver conduct and transportation vehicle standards are met as established in Sections IV and V of this SOW, Transportation Vehicle Standards and Driver Conduct Standards.
  - G. The Contractor shall establish quality assurance procedures that shall be used to monitor and obtain feedback from Members on the quality of the transportation services provided. The quality assurance plan shall include, but not be limited to, driver conduct, vehicle safety, and member service.
  - H. The Contractor shall establish a procedures manual that shall be used to monitor the timeliness of the transportation services provided as required by 42 C.F.R. § 440.170.
  - I. The Contractor shall establish policies that describe how they shall provide transportation for recipients who need dialysis and other critical medical care during adverse weather conditions such as severe flooding or winter storms.
  - J. The Contractor shall develop and maintain policies and procedures regarding mandatory incident reporting and referrals consistent with all applicable state and federal laws and requirements of this Contract. These policies must address the Contractor's oversight and review of these incidents, and shall ensure that staff has proper orientation and training to respond to, report, and prevent incidents when possible.

- K. The Contractor shall have procedures in place to address the return trip for a Member whose medical appointment or treatment has gone past the time of the prearranged scheduled pick-up time.
- L. The Contractor may develop policies for Members whose demonstrated non-compliant behavior requires corrective action. These corrective action policies shall not allow for the suspension or termination of services to a Member, but may offer restricted or modified service modes when necessary. The reduction to fewer modes shall be time-limited with a stated time for review and assessment of this action, with the expectation of lifting the restriction. The Contractor may not implement any policy related to non-compliant Members without prior Department approval.
- M. The Contractor shall develop policies to prevent, detect, investigate and report potential fraud and abuse occurrences.
- N. The Contractor shall have corrective action procedures in place to address the behavior of their subcontractors. These policies shall include corrective actions for drivers, as established in Section V of this SOW, Driver Conduct.
- O. The Contractor shall update all written materials within fifteen (15) business days after an NEMT program or policy change.

NON-EMERGENCY MEDICAL TRANSPORTATION  
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**Section X**  
**Monitoring Reports**

1. The Contractor shall establish and maintain a database capable of providing utilization data to the Department. The Contractor will provide reports to the Department using a variety of formats. Monthly performance reports to the Department will include on time performance for pick-ups, call center performance and customer satisfaction ratings. The Department staff will be provided Customer Portals, and applicable training, to monitor and view the Contractor's performance, and to create customized reports. The Contractor will also work with the Department's staff to establish ad-hoc reports when needed.
  
2. The Contractor shall submit a monthly monitoring reports to the Department by the twentieth (20th) calendar day of the month following the month of service unless otherwise approved by the Department's Transportation Program Manager. The Contractor shall submit such reports in the Contractor's standard format and medium as agreed to by the Department. Every effort will be made to define a full suite of standard reports in order to minimize the need for ad hoc reporting.
  
3. **MEMBER SERVICES CENTER REPORT**  
The Contractor shall submit a member services center report that identifies the telephone data for the normal business hours. Additional after hours reporting may also be requested.
  - A. Monthly number of phone calls abandoned, listed by:
    - 1) Total Calls Offered
    - 2) Total Calls Abandoned
    - 3) Average time to abandon
  
  - B. Monthly results for Average Speed Answer in minutes, seconds;
  
  - C. Total number of calls handled (answered by an agent);
  
  - D. Average Handle Time;
  
  - E. Average hold time;
  
  - F. Average after-call work time;
  
  - G. Average number of daily phone calls offered;
  
  - H. The amount of telephone system inoperable time, in excess of one (1) hour, per incident.
  
4. **TRANSPORTATION DATA REPORT.**  
The Contractor shall submit transportation data that identifies:
  - A. The unduplicated number of members served;
  
  - B. The number of trips provided by mode;
  
  - C. The percentage of trip verifications;



- D. Provide summary information detailing any improprieties that were discovered, and the efforts taken to correct them;
- E. Number of trips denied by reason denied;
- F. Number of trips scheduled;
- G. Number of trips canceled or rescheduled with at least 24 hours' notice;
- H. Number of member no-shows (i.e. cancelled at the door; the transportation provider attempted pickup);
- I. The list of the "most costly" Members, (number to be determined by the Department);
- J. The number of trips completed, no show, and late by each transportation subcontractor.

5. **COMPLAINT REPORT.**

The Contractor shall submit complaint data that identifies;

- A. The number and percentage of complaints compared to total number of trips provided;
- B. The number of complaints by provider;
- C. The number of complaints by category, as approved by the Department and including the aggregate number of complaints;
- D. Complaint resolution;
- E. Average length of time to resolve a complaint;
- F. Additional information, including but not limited to specific complaints, as determined by the Department.

6. **NOTICE OF ACTION REPORT**

The Contractor shall submit notice of action data that identifies:

- A. The number of notices;
- B. The reason for the notice;
- C. The number of appeals and hearings;
- D. Appeal and hearing outcomes.

7. **QUALITY ASSURANCE REPORT**

The Contractor shall submit a Quality Assurance Report that summarizes information collected from the Quality Assurance plan and describes how the information shall be used to improve services.

**8. TRANSPORTATION PROVIDER SUBCONTRACTOR REPORT**

- A. The Contractor shall submit a Subcontractor Monitoring Report that provides information collected from the Contractor's monitoring of their transportation providers as outlined in Section VII of this SOW, Subcontracts with Transportation Service Providers.
- B. The Contractor shall submit a Subcontractor summary report to be delivered semi-annually by the agreed upon dates. The report shall include at a minimum:
  - 1) For livery, taxi, van, wheelchair livery, invalid coach or similar provider - provider name and number, each vehicle's make/model/VIN and plate, vehicle used for each level of services contracted to provide;
  - 2) For Companion mileage – The Companion's employer and ID, number of staff providing transportation, plate number.

**9. CLAIMS AGING REPORT**

The claims payment and aging report shall include the claim status for all claims as of the end of the quarter.

**10. OTHER REPORTING REQUIREMENTS**

The Contractor shall deliver to the Department any records within five (5) business days if requested by the Department in writing. If the Department requests that such records be submitted in a specific format, the delivery date to the Department will be negotiated.

- 11. The Contractor shall develop reports that reflect the utilization of any online, app or other trip request methods beyond telephone requests. Data shall include number of trips requested and number of unique users for each different method in use.
- 12. Customer satisfaction as measured by a customer app and a Member satisfaction survey.
- 13. And other reports necessary for NEMT program monitoring.

NON-EMERGENCY MEDICAL TRANSPORTATION  
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**Section XI**  
**Data Tracking and Utilization System Tool**

1. The Contractor shall establish and maintain a database capable of providing utilization data to the Department as required in Section X of this SOW, Monitoring Reports. The system must be capable of maintaining multiple addresses and phone numbers and keeping a history of addresses and phone numbers for members.
  
2. The Contractor shall provide the Department with an electronic record for trip authorized under this contract. The file format and additional detail shall be mutually agreed upon by the Contractor and the Department. Files shall be delivered to the Department by the 20<sup>th</sup> day of the month after payment for services. File shall include, but may not be limited to the following:
  - Contractor name/ID
  - Member Medicaid ID
  - Member name
  - Member Date of Birth
  - Member eligibility code
  - Member mobility status
  - Aid/escort/infant with member
  - Individual or shared ride
  - Date of trip
  - Address of trip origin
  - Type of origin location
  - Times including actual pick up time and scheduled pick up time
  - Address of destination
  - Type of destination
  - Mileage
  - Level of service
  - Transportation provider name/ID
  - Trip ID
  - Medical service associated with trip
  - Medical provider name
  - Medical provider type/specialty of service
  - Cost/payment
  
3. **BATCH AUTHORIZATION FILES FOR NON-EMERGENCY AMBULANCE TRIPS**
  - A. The Contractor shall provide to the Department's MMIS contractor a daily Prior Authorization (PA) Transaction batch file of all authorized non-emergency ambulance services and authorization updates indicating member ID, provider ID, procedure/revenue code, units, span dates, and any other information specified by the Department's MMIS contractor. The batch file layout shall be in a custom format specified by the Department's MMIS contractor.
  
  - B. The Department shall require that its MMIS contractor provide a Daily Error file to the Contractor in response to each PA Transaction file that is received from the Contractor. The Daily Error file shall be sent to the Contractor on the same day that the corresponding PA Transaction file is received.

- C. The PA Transaction file from the Contractor and the Daily Error file to the Contractor from the Department's MMIS contractor shall be transferred electronically via File Transfer Protocol (FTP) or other mutually agreeable and secure means of transmission.
- D. The Department shall produce a "units used" file at after each financial cycle, typically on a bi-monthly basis. The Contractor shall receive and upload the units used file thus retaining a complete record in its care management system of units used against total units authorized.
- E. The Department shall grant Contractor on-line access to interChange to look up authorizations resident in the interChange (iC) system, whether authorized by the Contractor, the Department or a previous contractor.

4. **CMAP PROVIDER FILE**

The Department shall provide the Contractor with provider network data so that they may build and maintain a provider file.

5. **ENCOUNTER DATA**

Encounter data will be required from the Contractor for the Department's Data Warehouse (DW). The DW is the central repository for CMAP data. The DW accepts extracts from different source systems and organizes all Medical data for the purpose of reporting and analysis. The DW is an Oracle database and can accept data in multiple formats. Files may be loaded as often as twice a month. The frequency, format, file layout, and data values shall be agreed upon by the Contractor and the Department.

NON-EMERGENCY MEDICAL TRANSPORTATION  
STATEMENT OF WORK  
Section XII  
DEPARTMENT NEMT POLICIES

1. **NON-EMERGENCY MEDICAL TRANSPORTATION GENERAL**  
The Department covers non-emergency transportation to and from covered healthcare services, subject to the limitations and requirements in state and federal law (42 C.F.R. § 431.53 and 42 C.F.R. § 440.170) and the state plan.
  
2. **CONTRACTOR REQUIREMENTS**
  - A. The Contractor shall:
    - 1) Determine the level of assistance needed by the Member and the level of transportation to be used for each authorized trip;
    - 2) Select the lowest cost available alternative or level that is both appropriate and accessible to the Member's medical condition and personal capabilities; and
  
  - B. The Department requires:
    - 1) The Contractor and subcontracted transportation providers to be licensed, equipped, and operated in accordance with applicable federal and state laws;
    - 2) The Contractor to:
      - a) Screen their employees and subcontracted transportation providers and employees prior to hiring or contracting, and on an ongoing basis thereafter, to ensure that employees and contractors are not excluded from receiving federal funds as required by 42 U.S.C. 1320a-7 and 42 U.S.C. 1320c-5; and
      - b) Report immediately to the Department any information discovered regarding an employee's or contractor's exclusion from receiving federal funds in accordance with 42 U.S.C. 1320a-7 and 42 U.S.C. 1320c-5.
      - c) Drivers and passengers to comply with all applicable federal and state laws and regulations during transport.
  
3. **NON-EMERGENCY MEDICAL TRANSPORTATION – MEMBER ELIGIBILITY**  
The Department pays for non-emergency transportation for eligible Medicaid Members to and from Medicaid covered services.
  
4. **NON-EMERGENCY MEDICAL TRANSPORTATION – MEMBER REQUIREMENTS**
  - A. Members must be compliant with the procedures and policies of the Department's NEMT program.
  
  - B. A Member must also be compliant with state and federal laws during transport. A Member who is noncompliant may have limited transportation service modes available, subject to the procedures developed in Section IX.1 of this SOW, Policies and Procedure Manual.
  
  - C. Members must request, arrange and obtain authorization for transportation at least forty-eight (48) hours before a healthcare appointment, except when the request is for an urgent care appointment or a hospital discharge, or if the Member is asked to return to a provider for follow-up testing or treatment in less than forty-eight hours. The forty-eight hours does not include weekend hours. For example, a request for a medical appointment on Tuesday at 11 a.m. must be made no later than Friday at 11 a.m.

- D. Children: Recipients who are under 16 years of age may not be transported to or from a Medicaid-covered service by a transportation provider without an escort.
  - 1) The parent or legal guardian of the child under 16 years of age, or an escort, identified in writing by the parent or legal guardian of such child to the broker, shall accompany the child to the medical appointment.
  - 2) If a parent or legal guardian does not identify an escort in accordance with this subdivision, the broker may deny prior authorization of NEMT, or terminate authorization that was previously granted. In such circumstances, the broker shall issue a notice of action to the recipient.
  - 3) Under no circumstances shall a transportation provider or an employee of the broker serve as the recipient's escort
  - 4) Exceptions
    - a) The parent or legal guardian of a child between the ages of 12 to 15, inclusive, may consent to NEMT being provided to the child without an escort. The parent or legal guardian shall provide such consent to the broker, in writing prior to the broker authorizing the NEMT.
    - b) If a child under 16 years of age seeks NEMT for a Medicaid-covered service for which parental consent is not required, and the child tells the broker that an escort is not wanted because the child wants to maintain confidentiality, the broker shall arrange for such transportation of a minor without an escort or parental consent. If the child under 16 years of age wants an escort to such a Medicaid-covered service, the broker shall permit an escort to accompany the child without obtaining parental consent.
- E. Except as provided in Section 6.g., below, a Member's children are not allowed to be transported with the Member. Similarly, a minor Member's siblings are not allowed to be transported with the Member.
- F. A parent or guardian of the child must provide the type of car seat or booster seat that is required by state law in order for the transportation provider to transport a child. If the car seat or booster seat is not provided by the parent or legal guardian at the time of pick up, the trip will be canceled and no transport shall take place.
- G. A Member with a health condition that requires the use of DME during transport must provide such equipment.
- H. Members must be on time, ready at scheduled time, responsible in making and cancelling appointments.
- I. A Member who repeatedly is a no-show for scheduled transportation without good cause may be notified that an alternative form of transportation is being offered or transportation may be denied. Any such Member shall receive warnings, notice and an opportunity to be heard prior to any change in service.

**5. NON-EMERGENCY MEDICAL TRANSPORTATION – COVERED TRIPS**

The Department covers non-emergency transportation for medical assistance to eligible Medicaid Members to and from healthcare services when all of the following apply:

- A. The healthcare service is covered as defined in the state plan and within the scope of coverage of the eligible Member's specific benefit;

- B. The healthcare service is medically necessary as defined in section 17b-259b of the Connecticut General Statutes;
- C. The level of service the lowest cost available service level that is both appropriate and accessible to the Member's mobility status, personal capabilities and medical needs; and
- D. The trip is:
  - 1) A minimum of three-quarters of a mile from pick-up point to the drop-off point;
  - 2) Authorized by the Contractor in advance of a Member's travel; and
  - 3) Limited to the local provider unless there is no local provider for the services or other medical necessity criteria are met;
  - 4) Not from outside of CT to CT unless it is the approved return portion of a round trip, or the trip is from an inpatient or residential facility to an inpatient or residential facility in CT for further treatment.
- E. If the healthcare service is paid for by a third party, Veteran's Administration, Medicare, other insurance, charitable or other voluntary program (etc., Shriners), subsection (1)(c) of this section does not apply.
- F. Non-emergency transportation is not provided to pick up Durable Medical Equipment (DME), unless the equipment needs to be fitted to the Member. Non-emergency transportation is not provided to the Pharmacy solely for the purpose of picking up a prescription or a written prescription order or solely for the purpose of picking up an item that does not require a fitting.
- G. A parent or guardian with a disability or other limitation may be accompanied by an attendant if the parent or guardian needs to accompany their minor child (who is a Member) to an appointment. Newborn children, from birth to six (6) months old, may travel as an additional passenger when the infant is the child of: the Member being transported, or of the parent/guardian or escort being transported.

**6. NON-EMERGENCY MEDICAL TRANSPORTATION – INTERMEDIATE STOPS OR DELAYS**

- A. The Department does not pay for any costs related to intermediate stops or delays that are not directly related to the original approved trip, including trips that would or did result in additional transportation costs due to Member convenience.
- B. The Contractor may authorize intermediate stops or delays for Members that are directly related to the original approved trip if the Contractor determines that the intermediate stop is likely to limit or eliminate the need for supplemental covered trips.
- C. The Department considers the following reason to be related to the original trip:
- D. Transportation of the Member to and from an immediate subsequent medical referral/appointment;

**7. NON-EMERGENCY MEDICAL TRANSPORTATION – LOCAL COMMUNITY AND TRIPS OUTSIDE A MEMBER'S LOCAL COMMUNITY**

- A. The Contractor shall ensure that Members are transported to a provider in the Member's local community, to the greatest extent practicable. The Contractor is responsible for considering and authorizing exceptions.

- B. The Contractor may transport a Member to a provider outside the Member's local community for covered healthcare services when the following apply:
- 1) The healthcare service required by the Member is not available within the Member's local community. If the service to be obtained is not available locally, transportation may be authorized to a provider the nearest location where the service can be obtained; or
  - 2) The Member has provided documentation to the Contractor from their primary care provider (PCP), specialist or other appropriate provider verifying the medical necessity for the Member to be served by a healthcare outside of the Member's local community; or
  - 3) The healthcare service is paid by a third party payer who requires or refers the Member to a specific provider within their network and the total cost including transportation to the Department is lower when the healthcare service is obtained outside of the Member's local community; or
  - 4) The total cost including transportation to the Department is lower when the healthcare service is obtained outside of the Member's local community; or
  - 5) A charitable or other voluntary program (e.g., Shriners) is paying for the Member's healthcare service. The healthcare service must be received in the State of Connecticut or a recognized border provider; or
  - 6) The transportation to a provider outside the Member's local community is required due to a specific medical condition or current ongoing course of treatment which requires continuity of care. The physical relocation of a Member or provider, independent of other factors, does not constitute a need for the Member to continue to be served by a specific provider or facility.
- C. Members must provide sufficient medical information to the Contractor and/or the Department justifying the need for transportation to a provider outside the Member's local community for a specific medical condition or current ongoing course of treatment. This documentation must be provided by the Member's primary care provider, specialist or other appropriate healthcare provider familiar with the member. The statutory definition of medical necessity shall be the final basis for these decisions.
- D. The Department does not pay for non-emergency transportation to providers outside the Member's local community if the Member's noncompliance is the reason the local healthcare provider or service is not available.

**8. NON-EMERGENCY MEDICAL TRANSPORTATION – TRIPS OUTSIDE THE UNITED STATES**

Non-emergency transportation is not provided to or from locations outside of the United States and U.S. territories.

**9. NON-EMERGENCY MEDICAL TRANSPORTATION - REMBURSEMENT**

- A. To receive reimbursement, the Contractor must authorize all reimbursement for trips in advance of the Member's travel.
- B. A Member must request reimbursement of prior authorized expenditures for trips within thirty days after his or her medical appointment(s).
- C. To be reimbursed for mileage, fuel/gas, parking, or tolls the requestor must provide, at a minimum, the Department's transportation Coordinator with legible copies of:
  - 1) The operator's driver's license;
  - 2) Current vehicle registration; and



- 3) Proof of insurance for the vehicle/operator.
  - 4) Parking and toll receipts
- D. The Department or the Contractor may consider the post authorization and reimbursement of transportation costs when:
- 1) A Member is approved for a retroactive eligibility period;
  - 2) The transportation costs were not used to meet a Member spend down liability;
  - 3) The transportation costs for which retroactive reimbursement is requested falls within the period of retroactive eligibility;
  - 4) The Member received medically necessary services that were covered by their medical program for the date(s) of service for which retroactive reimbursement is requested;
  - 5) The request for retroactive reimbursement is made within sixty days from the date of eligibility notification; (and
  - 6) The transportation cost for which retroactive reimbursement is requested does not exceed the transportation cost that would have been authorized by the Contractor on the date(s) of service for which reimbursement is requested.
- E. The Department and the Contractor, do not pay for non-emergency transportation when:
- 1) The healthcare service the Member is requesting transportation to or from is not a service covered by the Member's medical program.
  - 2) The covered healthcare service is within three-quarters of a mile from the pick-up point, except when:
    - a) The Member's documented and verifiable medical condition and personal capabilities demonstrates that the Member is not able to walk three-quarters mile distance;
    - b) The trip involves an area that the Contractor considers to be unsafe for the Member or driver; or
    - c) The trip involves an area that the Contractor determines is not physically accessible to the Member.
    - d) The environmental conditions combined with the member's health condition(s) demonstrate that the Member is not able to walk three-quarters mile distance.
- F. The Member has personal or informal transportation resources that are available and appropriate to the Members' needs;
- G. The level of service that the Member requests is not necessary, suitable, or appropriate to the Member's medical condition.

NON-EMERGENCY MEDICAL TRANSPORTATION  
STATEMENT OF WORK  
Section XIII  
Termination Obligations

1. Upon non-renewal or termination of this contract, the Contractor shall immediately turn over or provide copies to the Department or to a designee of the Department documents, files and records relating to persons receiving services and to the administration of this contract that the Department may request. The Contractor shall make every effort to support and assist in the transition in a manner that will minimize any negative impact on Members and continuity of services;
2. Upon contract termination, the Contractor shall allow the Department full access to the Contractor's facilities and all records to arrange the orderly transfer of the contracted activities. This shall include, but not be limited to standing orders, lists of Members receiving higher levels of service, and any other information essential to ensure continuity of services to Members.
3. The Contractor shall submit a detailed, written transition plan to the Department ninety (90) days in advance of the scheduled termination;
4. The Contractor shall ensure that an adequate network of providers will be maintained at all times during the transition period and that the assurance of NEMT services is maintained for all Members throughout;
5. Where this Contract is terminated due to cause or default by the Contractor:
  - A. The Contractor will be responsible for bearing the cost of any necessary notification required to inform Members of the termination and the process by which the Members will continue to receive NEMT services; and
  - B. The Contractor shall notify all its subcontractors and providers and be responsible for all expenses related to notification to providers, subcontractors and Members.
6. If this contract is terminated for any reason other than default by the Contractor then:
  - A. The Department will be responsible for notifying all Members of the termination, as necessary, and process by which the Members will continue to receive services;
  - B. The Department will be responsible for all expenses relating to said notification to members;
  - C. The Contractor shall notify all its providers and be responsible for all expenses related to such notification; and

NON-EMERGENCY MEDICAL TRANSPORTATION  
STATEMENT OF WORK  
Section XIV  
Performance Sanctions

1. Failure to meet standards will result in a sanction against the Contractor. In addition to sanctions related to a failure to meet the standards noted in this Section, the Department reserves the right to impose sanctions for other conduct of the Contractor, including monetary sanctions for:
  - A. failure to adhere to Medicaid or other applicable program requirements,
  - B. acts or omissions that could result or have resulted in harm to a Member, and
  - C. other conduct that constitutes noncompliance with the Contract or state or federal regulatory requirements.
2. The Department shall regularly review the Contractor's performance, through means including but not limited to, reports, to determine that the Contractor is meeting performance standards. In the event that the Contractor fails to meet a standard, the Department will issue a written sanction notification for each occurrence. The Department shall have the sole authority to determine whether the Contractor has met, exceeded or fallen below any or all of the Performance Standards.
3. The Department shall notify the Contractor in writing that it will impose a monetary sanction on the Contractor. The Contractor shall submit a payment to the Department for each sanction to be paid within thirty (30) business days of the date of the written sanction notification from the Department to the Contractor.
4. The Department shall review and approve the development of, modification to and implementation of corrective action plans.
5. Implementation of any sanction provision or the decision of the Department to refrain from imposing a sanction shall not be construed as anything other than as a means of further incenting the Contractor to perform in accordance with the terms of the contract.
6. Implementation of a sanction provision is not to be construed as the Department's sole remedy or as an alternative remedy to the specific performance of the contract requirement and/or injunctive relief.
7. The following acts or omissions by the Contractor shall constitute grounds for the imposition of sanctions against the Contractor:
  - A. If the Contractor submits any of the reports required in Section X of this SOW, Monitoring Reports or reports otherwise required in the Contract, after the agreed upon due date, the Department will impose a sanction of \$100.00 for each late report. The Contractor shall not be sanctioned for reporting delays that are a consequence of delays that are the fault of the Department. The Contractor will not be sanctioned if they have obtained an extension from the Department in advance of the due date.
  - B. If the Contractor fails to record or respond to a Complaint as required in the Contract, the Department will impose a sanction of \$500 per occurrence.
  - C. If the Contractor fails to appropriately schedule transportation for a Member who has documented (either the Member, their representative or medical provider) that the Member may not be transported with others (shared ride or multi-loading, the Department will impose a sanction of \$1,000 per occurrence.

- D. If the Contractor uses a transportation provider who has been excluded from Medicaid or any other federal health care program for fraud or abuse, the Department will impose a sanction in the amount of five thousand dollars (\$5,000) per contract.
  - E. If the Contractor uses a transportation provider or driver who is not appropriately licensed for the level of service being provided, per trip assignment by the Contractor, the Department will impose a sanction of \$100 per driver and \$1000 per company, not to exceed \$10,000 per month.
  - F. If the Contractor fails to meet the Customer Services Center performance standards, as defined in Section II of this SOW, Member Services Center, the Department shall impose a sanction of \$250 per standard not met per month.
  - G. If a Member is waiting over one (1) hour for a pick up or over three (3) in the case of a hospital discharge, the Department will impose a sanction of \$500 not to exceed \$10,000 per month. The Department will not apply this sanction if the occurrence at issue is attributable to unanticipated weather conditions, a natural disaster or other forces beyond the Contractor or provider's control.
  - H. If the Contractor fails to adhere to the incident and accident reporting requirements set forth in Section I.8 and I.9 of this SOW, Description of Services, the Department will impose a sanction of \$500 per incident or accident not reported timely.
  - I. If the Contractor fails to conduct 98% of the pre and post trip verifications for a given month, as required in Section III of this SOW, Member and Trip Eligibility Verification, are completed for a given month, the Department will impose a sanction of \$500 per month.
8. During the first 60 days of service, sanctions will be suspended, with the exception of sanctions for multi-loading, which will take effect immediately.

NON-EMERGENCY MEDICAL TRANSPORTATION  
STATEMENT OF WORK  
Performance Incentives  
Section XV

The total maximum gain/loss protection available is 5% of the total actual expenditures. The points awarded for the performance measures will be directly translated to the percentage of the incentives retained. See Section XVI, of this SOW, Budget and Payment Provisions for additional information.

On or before February 15, 2018, the Contractor and the Contractor shall convene a work group to more fully define each of the terms used in the incentives listed below. Failure of the Department and Contractor to come to agreement on performance incentives will result in the elimination of incentives from the contract until such time that the parties come to an agreement. The first 60 days of operation shall be omitted from the 2018 performance incentive calculations. Performance incentives will be reviewed the Department periodically, in order to continuously assess whether and how incentives move the program forward. The Department may propose new incentives periodically, but not more than annually. The development of new incentives will be in collaboration with the Contractor. Failure of the Department and Contractor to come to agreement on performance incentives, ongoing, will result in the elimination of incentives from the contract until such time that the parties come to an agreement.

Call center abandonment rates, as defined in Section II of this SOW, shall be aggregated on a quarterly basis. If the Contractor's call center achieves an abandonment rate less than 5% Contractor shall earn:	10 pts (2.5pts per qtr)
Call center average speed to answer, as defined in Section II of this SOW, shall be aggregated on a quarterly basis. If the Contractor's call center achieves an average speed to answer rate less than 3 minutes for 80% of the incoming calls, the Contractor shall earn: If the Contractor's call center achieves an average speed to answer rate less than 3 minutes for 90% of the incoming calls, the Contractor shall earn:	10 pts ((2.5pts per qtr) or 20 pts (5 pts per qtr)
On time pick up performance, as defined in Section VI of this SOW, shall be aggregated on a quarterly basis. This measure does not include mass transit, gas reimbursement, Companion mileage modes of transportation. If an on time performance of 95-96.99% for the A leg (to an appointment) is achieved, the Contractor shall earn: If an on time performance of 97% or more is achieved, the Contractor shall earn:	15 pts (3.75 pts per qtr) or 20 pts (5 pts per qtr)
On time pick up performance, as defined in Section VI of this SOW, shall be aggregated on a quarterly basis. This measure does not include mass transit, gas reimbursement, Companion mileage modes of transportation. If an on time performance of 95-96.99% for the B leg (typically return from the healthcare provider appointment) is achieved, the Contractor shall earn: If an on time performance of 97% or more is achieved, the Contractor shall earn:	15 pts (3.75 pts per qtr) or 20 pts (5pts per qtr)
If the overall substantiated complaint rate, aggregated on a quarterly basis, is less than 2% as measured against completed trips, the Contractor shall earn:	20 pts
Satisfaction survey results, aggregated on a quarterly basis: Attaining a 95% satisfaction rate from the post call automated customer satisfaction survey will result in the Contractor earning: Attaining a 95% satisfaction rate from the Member transportation App will result in the Contractor earning:	5 pts (1.25 pts per qtr) <hr/> 5 pts (1.25 pts per qtr)

Maximum total points

100

NON-EMERGENCY MEDICAL TRANSPORTATION  
STATEMENT OF WORK  
Section XVI  
Budget and Payment Provisions

1. **Overview:** This section sets forth the payment provisions and conditions for goods and services provided or performed pursuant to this contract.
  
2. **Administrative Budget Provisions – Operating Years**
  - A. The total maximum value of the administrative portion of this contract shall not exceed \$21,202,484.
  - B. The Contractor shall utilize the funds paid under this contract by the Department for the administrative services provided under this contract in accordance with the corresponding budgets set forth in Exhibit B.
  - C. The Contractor certifies that “Total Salary and Fringe” and “Total Other Direct Costs” in Exhibit B represent expenses to be incurred by the Contractor solely for their performance under the terms of this Contract. Such “Total Salary and Fringe” expenses are limited to expenses incurred by full or part-time staff, whose time is 100% dedicated to the Contractor’s performance under the terms of this Contract. The Contractor agrees that fringe benefits shall not exceed 21.5% of total salaries without the prior written approval of the Department. In addition, the Contractor agrees that “Total Other Direct Costs” are limited to those expenses incurred by the Contractor through the use of services, equipment and supplies purchased or contracted for by the Contractor solely for the operation of this Contract.
  - D. The Contractor may transfer funds from “Total Salary and Fringe” to “Total Other Direct Costs” or from “Total Other Direct Costs” to “Total Salary and Fringe” without prior notification to or approval of the Department so long as such transfer(s) do not result in a re-allocation in the annual budget between “Total Salary and Fringe” and “Total Other Direct Costs” of greater than \$150,000. The Contractor must submit and the Department must approve, in advance, a written request for a budget revision if the transfer will result in a re-allocation in the annual budget between “Total Salary and Fringe” and “Total Other Direct Costs” of greater than \$150,000.
  
3. **Administrative Payment Provisions – Operating Years**
  - A. The Contractor shall be paid prospectively on a monthly basis for monthly operating expenses. Monthly payments shall equal 1/12<sup>th</sup> of the approved budget in Exhibit B for the contract year plus the 2% underwriting gain. Monthly administrative payments, inclusive of the 2% underwriting gain, for each service year shall be as follows:

Contract Year	Annual Administrative Cost	Monthly Administrative Payment
Year 1 – CY 2018	\$6,877,498	\$573,125 per month
Year 2 – CY 2019	\$7,022,052	\$585,171 per month
Year 3 – CY 2020	\$7,302,934	\$608,578 per month

- B. Requests for payments shall be submitted on a DSS W-1270 Form or in another format as may be prescribed by the Department with reasonable advance notice to the Contractor. The requests shall be submitted to the DSS Contract Manager on or after the first of the month prior to the month billed. Such payment shall be processed by the Department and paid prior to the first of the month billed. Each Request for Payment must be signed and dated by the Contractor and submitted to the Contract Manager for review and approval.
- C. Request for payment will be honored and funds released based on submission of the Request for Payment by the Contractor, with review and approval by the Department and the Contractor's satisfactory compliance with the terms of the contract.

**4. Per Member Per Month Budget Provisions**

- A. The contractor shall be paid a per member per month (PMPM) rate of \$4.81 times the Medicaid enrollment based on each month's Medicaid enrollment. This rate reflects the \$4.72 PMPM estimated transportation service costs, as detailed in Exhibit B, plus the 2% underwriting gain. The total estimated transportation reimbursement, including the maximum potential loss protection, equals \$140 million for Years 1 through 3. The Department will supply to the Contractor, on a monthly basis, a file which includes all Members for whom PMPM payments will be made as detailed in Section 3.
- B. The PMPM rate includes transportation service costs as outlined in Section 14, excludes non-emergency ambulance services billed directly to the Department's MMIS and excludes services reimbursed directly by the MFP program and other additions to the scope of work, as described in Section II of this SOW, Member Services Center.

**5. Per Member Per Month Payment Provisions**

- A. The Department will pay the Contractor on a monthly basis beginning with the first payment in the month following the first month of the implementation period.
- B. The payment will be issued to the contractor through the Department's Medicaid Management Information Systems (MMIS) vendor on a monthly basis. The payments will be issued in the second claim cycle of each month.
- C. The Department will recover from the Contractor any PMPM payments made for individuals who are not entitled to the NEMT benefit or for whom the Department has not authorized as described in Section 14.
- D. On a quarterly basis, the Department will recover from the Contractor any PMPM payments made for individuals subsequently determined to have been deceased. The recoupment of these funds will be calculated on a quarterly basis and will be deducted from the upcoming PMPM payment.

**6. Financial Reporting and Reconciliation Provisions**

- A. The Contractor shall submit to the Department a budget-to-actual report for both the administrative and transportation service costs within 45 days of the close of each calendar quarter. The budget-to-actual report shall show actual expenditures for each line item in the budget set forth in Exhibit B. The budget-to-

actual reports shall be directed to the Department's Contract Manager and the Director of the Division of Financial Services.

- 1) The Contractor shall report quarterly and annual expenditures on the financial reporting template (Exhibit B) issued by the Department and shall adhere to the accompanying financial reporting guidelines. Guidelines may be updated by the Department as needed.
- B. When the Department's review of any financial report submitted pursuant to Section X including the budget-to-actual report Exhibit B, quarterly or final reconciliation or on-site examination of the Contractor's financial records indicate that under expenditure or under-utilization of contract funds has or is likely to occur by the end of each contract year, the Department may, with advance notice to and in consultation with the Contractor, reduce the next prospective payment due to the Contractor; or demand the return to the Department, in whole or in part, any unexpended funds, or; alter the payment schedule for the balance of the contract period, or; direct the Contractor to reinvest the under expended funds in the program so long as the reinvestment tasks are within the agreed to scope of work, or; authorize that the unexpended funds be carried over and used as part of a new contract period if the Contractor and Department enter into a new NEMT contract.
- C. The Contractor shall submit for the Department's review a final reconciliation of all payments, including administrative and transportation service costs, received by the Contractor, against actual expenditures as reported in the audited financial statements for each contract year, no later than May 31 of the year following the contract year. The Department and the Contractor may agree to alternate or additional procedures. The Department shall require the return of any disallowed expenditures and may require the Contractor to return unexpended funds to the Department or reinvest any unexpended funds into the scope of work in the Contract.
- D. Renegotiation of the Contractor's administrative costs for Transportation Services may occur, if there is a consecutive three-month period change in the number of monthly trips by plus or minus ten percent (10%) from the reported trips per month goal stated in Section 3.a.
- E. The party seeking to negotiate an adjustment must submit a written request to the other party.
- 1) When the Contractor requests such an increase in administrative costs, :
    - a) The Contractor shall submit the request in writing to the Transportation Program Manager and the Director of Financial Services
    - b) The Contractor shall provide documentation in writing to justify the request
    - c) The Contractor shall respond to the Department's request for additional documentation, if any
    - d) The Department will notify the Contractor in writing of the
      - (1) Decision and rationale
      - (2) Additional amount approved
  - 2) When the Department requests a decrease in administrative costs, the Department shall:
    - a) Submit the written proposal to the Contractor
    - b) Provide justification in writing to the Contractor



- c) Request additional documentation for review if needed
- d) Notify the Contractor in writing of the:
  - (1) Decision and rationale.
  - (2) Maximum change allowed and/or the Administrative amount approved.
- F. An administrative costs change approved by the Department shall be made as an amendment to this Contract.

**7. Performance Band Payment and Loss Protection**

- A. The Department will review the Contractor’s audited financial statement against the total payments issued to the Contractor annually. In the event that the total payments exceed the annual combined administrative and transportation service costs, based on encounter data provided by the Contractor as described in Section XI, the Department will evaluate and score the performance measures to determine an amount up to five percent (5.0%) of the total costs available to the Contractor to either increase the percentage of underwriting gain that the Contractor may keep (up to a maximum of five percent, 5%) or supplement the underwriting losses. The ability to access any funding within the Performance Band, including the 2.0% underwriting gain is dependent upon the Contractor’s performance. The first two percent (2.0%) underwriting gain can be denied if performance on quality is not met.
- B. The Performance Band periods are outlined in the table below:

Year 1	January 1, 2018 through December 31, 2018
Year 2	January 1, 2019 through December 31, 2019
Year 3	January 1, 2020 through December 31, 2020

- C. Performance payments earned by the contractor will be calculated and issued no later than July 31 following the close of the performance band period.
- D. If performance measures are not achieved, then the Department may provide loss protections on a sliding scale depending on the quality scores achieved by the contractor.
- E. If the Department determines that there are intentional and/or systematic efforts to reduce service access or utilization to the detriment of members in order to reduce NEMT costs, the Department reserves the right to withhold performance payments.
- F. Dependent upon performance measures, the Contractor may be reimbursed for total costs in accordance with the loss protection guidelines described herein. The points awarded for the performance measures will be directly translated to the percentage of the incentives retained. Dependent upon quality standards, the Department will recover from the Contractor any revenue deemed underwriting gain in excess of the Performance Band based on the reconciliation in Exhibit C.
- G. The Contractor may receive loss protection of up to five percent (5.0%) of total costs. The Contractor is eligible for the first two percent (2.0%) of loss protection as long as performance measures are achieved. For loss exceeding this, up to three percent (3.0%) protection is payable depending on the performance measures achieved by the Contractor.
- H. If performance measures are not achieved, then the Department may provide loss protections on a sliding scale depending on the quality scores achieved by the contractor. Loss protection excludes the following:

- 1) Protection for the provision for underwriting gains.
  - 2) Protection for fixed administrative costs that exceed the amount included in the approved administrative budget detailed in Exhibit B.
  - 3) Protection for variable administrative costs as a percentage of claims that exceed the 14% ratio provided in Exhibit B.
- I. The performance measures score will be used to determine the proportion of the performance pool earned, as calculated in Exhibit C.
  - J. Dependent upon on quality standards, the Contractor will be reimbursed for total costs in accordance with the loss protection guidelines described above. Dependent upon on quality standards, the Department will recover from the Contractor any revenue deemed underwriting gain in excess of the Performance Band based on the reconciliation in Exhibit C.
  - K. If the Department determines that the Contractor or any person or entity acting on behalf of the contractor has engaged in intentional or systematic efforts to reduce service utilization to the detriment of members in order to reduce NEMT costs, the Department reserves the right to withhold performance payments.

**8. Performance Band Payment and Loss Protection Calculation**

- A. If the Contractor realizes gains during the performance period, it is eligible to retain up to 5% of their gains, as determined by the Contractor's performance in certain quality indicators. Likewise, the Contractor is eligible for loss protection up to 3% beyond the total amount paid to contractor, again based on performance in certain quality indicators determined by the Department. Gains and losses are calculated by subtracting NEMT service claim expense plus Contractor administration from the annual sum of the monthly payments. NEMT service claim expense is measured based on encounters, with at least six months of claim runout. Contractor administration expense will be obtained from the annual cost report. Quality scores are based on performance measures, which will focus heavily on transit-related metrics. The final quality score is calculated as a weighted average based on the performance of the Contractor in each individual indicator and the relative weight of that indicator.
- B. The Contractor's aggregate performance measure score will directly determine the earned proportion of the 5% gain, including the prepaid 2% underwriting gain and the additional 3.0% in the performance band. For example, if the Contractor scores 75% on their performance measures, they would get 75% of the total 5% gain. If the Contractor meets all of the measures, the Contractor would retain the prepaid 2% underwriting gain and the full 3% incentive.
- C. The Contractor's aggregate performance measure score will also directly determine the proportion of the loss protection. For example, if the Contractor scores 75% on their performance measures, they would retain 75% of the prepaid 2% and get 75% of the 3% additional loss protection. If the contractor meets all of the measures, the full 3% additional loss protection would be paid.



**Total Transit/Veyo**

January 1, 2018 - December 31, 2018		Proposed Budget		Q1		Q2		Q3		Q4		YTD Actuals		
1) Personnel and Fringe												QTD 1		
Title	FTE	\$	FTE	\$	FTE	\$	FTE	\$	FTE	\$	FTE	\$	Avg. FTE	\$
<b>Project Administration</b>														
Project Manager	1.00	\$ 143,000	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
Other Management	1.00	\$ 60,500	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
Other Administration Staff	2.00	\$ 126,500	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
<b>Administration</b>	<b>4.00</b>	<b>\$ 330,000</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>
Administration Fringe Benefits		\$ 59,400		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
<b>Total Personnel &amp; Fringe</b>		<b>\$ 389,400</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>
Corporate Allocation		\$ 80,755		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
<b>Total Administration Costs</b>		<b>\$ 470,155</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>
<b>Call Center/Member Services</b>														
Call Center Manager	1.00	\$ 110,000	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
Call Center Agent	70.00	\$ 2,127,554	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
<b>Call Center/Member Services</b>	<b>71.00</b>	<b>\$ 2,237,554</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>
Call Center/Member Services Fringe Benefits		\$ 402,760		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
<b>Total Personnel &amp; Fringe</b>		<b>\$ 2,540,314</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>
Corporate Allocation		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
<b>Total Call Center/Member Services Costs</b>		<b>\$ 2,540,314</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>
<b>Operations</b>														
Trip Distribution Supervisor	2.00	\$ 143,000	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
Provider Network Coordinator	3.00	\$ 92,564	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
Trip Distribution Agent	14.00	\$ 514,242	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
Supply Analyst	1.00	\$ 60,500	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
Command Center Agent	1.00	\$ 38,376	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
Public Transit Specialist	6.00	\$ 216,216												
<b>Operations</b>	<b>27.00</b>	<b>\$ 1,064,997</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>
Operations Fringe Benefits		\$ 191,599		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
<b>Total Personnel &amp; Fringe</b>		<b>\$ 1,256,597</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>
Corporate Allocation		\$ 40,341		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
<b>Total Operations Costs</b>		<b>\$ 1,297,038</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>
<b>Quality Management/Data Reporting</b>														
Quality Assurance Manager	1.00	\$ 50,335	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
Quality Assurance Analyst	7.00	\$ 257,400	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
<b>Quality Mgmt/Data Reporting</b>	<b>8.00</b>	<b>\$ 307,736</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>
Quality Mgmt/Data Reporting Fringe Benefits		\$ 53,539		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
<b>Total Personnel &amp; Fringe</b>		<b>\$ 361,275</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>
Corporate Allocation		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
<b>Total Quality Mgmt/Data Reporting Costs</b>		<b>\$ 361,275</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>
<b>Staff Training</b>														
Trainer	2.00	\$ 110,000	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
<b>Staff Training</b>	<b>2.00</b>	<b>\$ 110,000</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>
Staff Training Fringe Benefits		\$ 19,800		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
<b>Total Personnel &amp; Fringe</b>		<b>\$ 129,800</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>
Corporate Allocation		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
<b>Total Staff Training Costs</b>		<b>\$ 129,800</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>
<b>IT Support</b>														

**Total Transit/Veyo**

January 1, 2018 - December 31, 2018	Proposed Budget	Q1	Q2	Q3	Q4	YTD Actuals
<b>IT Support</b>	1.00 \$ 66,000	\$ -	\$ -	\$ -	\$ -	\$ -
Data Systems/IT Support	1.00 \$ 66,000	\$ -	\$ -	\$ -	\$ -	\$ -
Data Systems/IT Support Fringe Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Personnel & Fringe	\$ 66,000	\$ -	\$ -	\$ -	\$ -	\$ -
Corporate Allocation	\$ 246,944	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Data Systems/IT Support Costs</b>	\$ 312,944	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Member Status Management</b>						
Clinical Coordinator	2.00 \$ 187,000	\$ -	\$ -	\$ -	\$ -	\$ -
Member Status Mgmt	2.00 \$ 187,000	\$ -	\$ -	\$ -	\$ -	\$ -
Member Status Mgmt Fringe Benefits	\$ 33,660	\$ -	\$ -	\$ -	\$ -	\$ -
Total Personnel & Fringe	\$ 220,660	\$ -	\$ -	\$ -	\$ -	\$ -
Corporate Allocation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Member Status Mgmt Costs</b>	\$ 220,660	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Claims Management</b>						
Billing Analyst	2.00 \$ 83,604	\$ -	\$ -	\$ -	\$ -	\$ -
Claims Mgmt	2.00 \$ 83,604	\$ -	\$ -	\$ -	\$ -	\$ -
Claims Mgmt Fringe Benefits	\$ 15,049	\$ -	\$ -	\$ -	\$ -	\$ -
Total Personnel & Fringe	\$ 98,653	\$ -	\$ -	\$ -	\$ -	\$ -
Corporate Allocation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Claims Mgmt Costs</b>	\$ 98,653	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Other Personnel</b>						
Compliance Analyst	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Personnel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Personnel Fringe Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Personnel & Fringe	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Corporate Allocation	\$ 26,771	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Other Personnel Costs</b>	\$ 26,771	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Salary Costs</b>	117.00 \$ 4,386,891	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Fringe Benefit Costs</b>	\$ 775,907	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Personnel &amp; Fringe Costs</b>	\$ 5,162,798	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Corporate Allocation</b>	\$ 394,811	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Personnel and Fringe Costs</b>	\$ 5,557,609	\$ -	\$ -	\$ -	\$ -	\$ -

2) Other Direct Expenses	Proposed Budget	Q1	Q2	Q3	Q4	YTD Actuals
<b>Connecticut Occupancy Cost</b>						
Lease or Rental	\$ 221,206	\$ -	\$ -	\$ -	\$ -	\$ -
Facility	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fixtures and Furniture (depreciable assets)	\$ 33,333	\$ -	\$ -	\$ -	\$ -	\$ -
Utility - included in rent	\$ 28,800	\$ -	\$ -	\$ -	\$ -	\$ -
Maintenance and Repair	\$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ -
Janitorial	\$ 27,086	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Subtotal Occupancy Expenses</b>	\$ 322,425	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Office Support Expenses</b>						
Office Supplies	\$ 41,040	\$ -	\$ -	\$ -	\$ -	\$ -
Office Equipment	\$ 16,667	\$ -	\$ -	\$ -	\$ -	\$ -
Printing	\$ 2,400	\$ -	\$ -	\$ -	\$ -	\$ -

**Total Transit/Veyo**

January 1, 2018 - December 31, 2018	Proposed Budget	Q1	Q2	Q3	Q4	YTD Actuals
Postage/Freight	\$ 134,649	\$ -	\$ -	\$ -	\$ -	\$ -
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Subtotal Office Support</b>	<b>\$ 194,756</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Processing Expenses</b>						
Telephone/Telecommunications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Consulting Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Accounting Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Offsite Tape Vaulting	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Subtotal Processing</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Equipment</b>						
Computer/IT Equipment (depreciable assets)	\$ 40,433	\$ -	\$ -	\$ -	\$ -	\$ -
Computer/IT Equip. Repair/Main.	\$ 1,200	\$ -	\$ -	\$ -	\$ -	\$ -
Copy Equipment	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -
Copy Equip. Repair/Main.	\$ 1,200	\$ -	\$ -	\$ -	\$ -	\$ -
Telecom Equipment (depreciable assets)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telecom Usage	\$ 356,578	\$ -	\$ -	\$ -	\$ -	\$ -
Telecom Repair/Main.	\$ 1,200	\$ -	\$ -	\$ -	\$ -	\$ -
Other Equipment (specify)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Equip. Repair/Main.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Equipment Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Subtotal Equipment</b>	<b>\$ 401,612</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>2) Other Direct Expenses</b>	<b>Proposed Budget</b>	<b>Q1</b>	<b>Q2</b>	<b>Q3</b>	<b>Q4</b>	<b>YTD Actuals</b>
<b>Software Expenses</b>						
Software Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Software Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Subtotal Software</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Administrative Expenses</b>						
Travel and Related Costs	\$ 10,800	\$ -	\$ -	\$ -	\$ -	\$ -
Business Meetings	\$ 46,824	\$ -	\$ -	\$ -	\$ -	\$ -
Staff Training	\$ 27,360	\$ -	\$ -	\$ -	\$ -	\$ -
Professional Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Consulting and Outside Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Legal	\$ 60,000	\$ -	\$ -	\$ -	\$ -	\$ -
Audit/Accounting	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Advertising	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 41,784	\$ -	\$ -	\$ -	\$ -	\$ -
Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Licenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Recruiting Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sales Commission	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Website	\$ 1,200	\$ -	\$ -	\$ -	\$ -	\$ -

**Total Transit/Veyo**

January 1, 2018 - December 31, 2018	Proposed Budget	Q1	Q2	Q3	Q4	YTD Actuals
Bid Bond	\$ 11,741	\$ -	\$ -	\$ -	\$ -	\$ -
Payment Bond	\$ 66,534	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Subtotal Administrative</b>	\$ 266,244	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Other Direct Costs</b>	\$ 1,185,037	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Corporate Allocation</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Other Direct Expense</b>	\$ 1,185,037	\$ -	\$ -	\$ -	\$ -	\$ -

3) Estimated Per Member Per Month Costs						YTD Total
Member Months	9,512,339	0	0	0	0	
PMPM Rate	\$ 4.72	\$ 4.72	\$ 4.72	\$ 4.72	\$ 4.72	
Underwriting Gain (2%)	\$ 0.09	\$ 0.09	\$ 0.09	\$ 0.09	\$ 0.09	
PMPM Including Underwriting Gain	\$ 4.81	\$ 4.81	\$ 4.81	\$ 4.81	\$ 4.81	
<b>Total</b>	\$ 45,796,205	\$ -	\$ -	\$ -	\$ -	\$ -

4) Estimated Non-Medicaid Covered Services Costs						YTD Total
Estimated Trips per year:						
MFP	600					
Severe Weather	50					
Evacuees/Displaced Persons	50					
Rate	\$ -	\$ -	\$ -	\$ -	\$ -	
Underwriting Gain (2%)	\$ -	\$ -	\$ -	\$ -	\$ -	
Rate Including Underwriting Gain	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Total</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

5) Total Estimated Budget	CY 2018 Total	Q1 2018 Total	Q2 2018 Total	Q3 2018 Total	Q4 2018 Total	YTD Total
Budget Salaries/Fringe	\$ 5,162,798	\$ -	\$ -	\$ -	\$ -	\$ -
Budget Other Direct	\$ 1,185,037	\$ -	\$ -	\$ -	\$ -	\$ -
Corporate Allocation	\$ 394,811	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Administrative Costs	\$ 6,742,645	\$ -	\$ -	\$ -	\$ -	\$ -
Administrative Underwriting Gain (2%)	\$ 134,853	\$ -	\$ -	\$ -	\$ -	\$ -
Total Administrative	\$ 6,877,498	\$ -	\$ -	\$ -	\$ -	\$ -
PMPM - Transportation Service Costs	\$ 45,796,205	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Medicaid Covered Services Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL MAXIMUM CONTRACT VALUE CY 2018</b>	\$ 52,673,703	\$ -	\$ -	\$ -	\$ -	\$ -
Monthly Administrative Payments Equal to	\$ 573,125					

	Cap	Actual	Actual	Actual	Actual	Actual	Actual	Cap	Actual
Fringe (as % of salaries)	21.5%	17.7%	0.0%	0.0%	0.0%	0.0%	0.0%	21.5%	0.0%
Corporate Allocation	10.0%	6.2%	0.0%	0.0%	0.0%	0.0%	10.0%	0.0%	
Administrative Budget as % of NEMT Budget	14.0%	14.7%	0.0%	0.0%	0.0%	0.0%	14.0%	0.0%	
Underwriting Gain	2.0%	2.0%	0.0%	0.0%	0.0%	0.0%	2.0%	0.0%	

**Total Transit/Veyo**

January 1, 2019 - December 31, 2019		Proposed Budget		Q1		Q2		Q3		Q4		YTD Actuals		
1) Personnel and Fringe												QTD	1	
Title	FTE	\$	FTE	\$	FTE	\$	FTE	\$	FTE	\$	FTE	\$	Avg. FTE	\$
<b>Project Administration</b>														
Project Manager	1.00	\$ 148,720	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
Other Management	1.00	\$ 62,920	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
Other Administration Staff	2.00	\$ 131,560	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
<b>Administration</b>	<b>4.00</b>	<b>\$ 343,200</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>
Administration Fringe Benefits		\$ 61,776		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
<b>Total Personnel &amp; Fringe</b>		<b>\$ 404,976</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>
Corporate Allocation		\$ 83,985		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
<b>Total Administration Costs</b>		<b>\$ 488,961</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>
<b>Call Center/Member Services</b>														
Call Center Manager	1.00	\$ 114,400	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
Call Center Agent	65.00	\$ 2,172,502	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
<b>Call Center/Member Services</b>	<b>66.00</b>	<b>\$ 2,286,902</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>
Call Center/Member Services Fringe Benefits		\$ 411,642		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
<b>Total Personnel &amp; Fringe</b>		<b>\$ 2,698,544</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>
Corporate Allocation		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
<b>Total Call Center/Member Services Costs</b>		<b>\$ 2,698,544</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>
<b>Operations</b>														
Trip Distribution Supervisor	2.00	\$ 148,720	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
Provider Network Coordinator	2.00	\$ 85,663	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
Trip Distribution Agent	12.00	\$ 513,396	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
Supply Analyst	1.00	\$ 62,920	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
Command Center Agent	1.00	\$ 39,911	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
Public Transit Specialist	5.00	\$ 214,157												
<b>Operations</b>	<b>23.00</b>	<b>\$ 1,054,766</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>
Operations Fringe Benefits		\$ 191,658		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
<b>Total Personnel &amp; Fringe</b>		<b>\$ 1,256,424</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>
Corporate Allocation		\$ 41,954		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
<b>Total Operations Costs</b>		<b>\$ 1,298,378</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>
<b>Quality Management/Data Reporting</b>														
Quality Assurance Manager	1.00	\$ 52,349	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
Quality Assurance Analyst	6.00	\$ 256,988	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
<b>Quality Mgmt/Data Reporting</b>	<b>7.00</b>	<b>\$ 309,338</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>
Quality Mgmt/Data Reporting Fringe Benefits		\$ 55,681		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
<b>Total Personnel &amp; Fringe</b>		<b>\$ 365,018</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>
Corporate Allocation		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
<b>Total Quality Mgmt/Data Reporting Costs</b>		<b>\$ 365,018</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>
<b>Staff Training</b>														
Trainer	2.00	\$ 114,400	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
<b>Staff Training</b>	<b>2.00</b>	<b>\$ 114,400</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>
Staff Training Fringe Benefits		\$ 20,592		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
<b>Total Personnel &amp; Fringe</b>		<b>\$ 134,992</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>
Corporate Allocation		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
<b>Total Staff Training Costs</b>		<b>\$ 134,992</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>
<b>IT Support</b>														



**Total Transit/Veyo**

January 1, 2019 - December 31, 2019	Proposed Budget	Q1	Q2	Q3	Q4	YTD Actuals
IT Support	1.00 \$ 68,640	\$ -	\$ -	\$ -	\$ -	\$ -
Data Systems/IT Support	1.00 \$ 68,640	\$ -	\$ -	\$ -	\$ -	\$ -
Data Systems/IT Support Fringe Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Personnel & Fringe	\$ 68,640	\$ -	\$ -	\$ -	\$ -	\$ -
Corporate Allocation	\$ 256,822	\$ -	\$ -	\$ -	\$ -	\$ -
Total Data Systems/IT Support Costs	\$ 325,462	\$ -	\$ -	\$ -	\$ -	\$ -
Member Status Management						
Clinical Coordinator	2.00 \$ 194,480	\$ -	\$ -	\$ -	\$ -	\$ -
Member Status Mgmt	2.00 \$ 194,480	\$ -	\$ -	\$ -	\$ -	\$ -
Member Status Mgmt Fringe Benefits	\$ 15,651	\$ -	\$ -	\$ -	\$ -	\$ -
Total Personnel & Fringe	\$ 210,131	\$ -	\$ -	\$ -	\$ -	\$ -
Corporate Allocation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Member Status Mgmt Costs	\$ 210,131	\$ -	\$ -	\$ -	\$ -	\$ -
Claims Management						
Billing Analyst	2.00 \$ 86,948	\$ -	\$ -	\$ -	\$ -	\$ -
Claims Mgmt	2.00 \$ 86,948	\$ -	\$ -	\$ -	\$ -	\$ -
Claims Mgmt Fringe Benefits	\$ 15,651	\$ -	\$ -	\$ -	\$ -	\$ -
Total Personnel & Fringe	\$ 102,599	\$ -	\$ -	\$ -	\$ -	\$ -
Corporate Allocation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Claims Mgmt Costs	\$ 102,599	\$ -	\$ -	\$ -	\$ -	\$ -
Other Personnel						
Compliance Analyst	- \$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Personnel	- \$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Personnel Fringe Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Personnel & Fringe	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Corporate Allocation	\$ 27,841	\$ -	\$ -	\$ -	\$ -	\$ -
Total Other Personnel Costs	\$ 27,841	\$ -	\$ -	\$ -	\$ -	\$ -
Total Salary Costs	107.00 \$ 4,468,673	\$ -	\$ -	\$ -	\$ -	\$ -
Total Fringe Benefit Costs	\$ 772,650	\$ -	\$ -	\$ -	\$ -	\$ -
Total Personnel & Fringe Costs	\$ 5,241,323	\$ -	\$ -	\$ -	\$ -	\$ -
Total Corporate Allocation	\$ 410,603	\$ -	\$ -	\$ -	\$ -	\$ -
Total Personnel and Fringe Costs	\$ 5,651,926	\$ -	\$ -	\$ -	\$ -	\$ -

2) Other Direct Expenses	Proposed Budget	Q1	Q2	Q3	Q4	YTD Actuals
Connecticut Occupancy Cost						
Lease or Rental	\$ 230,054	\$ -	\$ -	\$ -	\$ -	\$ -
Facility	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fixtures and Furniture (depreciable assets)	\$ 34,667	\$ -	\$ -	\$ -	\$ -	\$ -
Utility - included in rent	\$ 29,952	\$ -	\$ -	\$ -	\$ -	\$ -
Maintenance and Repair	\$ 12,480	\$ -	\$ -	\$ -	\$ -	\$ -
Janitorial	\$ 28,170	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Occupancy Expenses	\$ 335,323	\$ -	\$ -	\$ -	\$ -	\$ -
Office Support Expenses						
Office Supplies	\$ 42,682	\$ -	\$ -	\$ -	\$ -	\$ -
Office Equipment	\$ 17,333	\$ -	\$ -	\$ -	\$ -	\$ -
Printing	\$ 2,496	\$ -	\$ -	\$ -	\$ -	\$ -

**Total Transit/Veyo**

January 1, 2019 - December 31, 2019	Proposed Budget	Q1	Q2	Q3	Q4	YTD Actuals
Postage/Freight	\$ 140,035	\$ -	\$ -	\$ -	\$ -	\$ -
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Subtotal Office Support</b>	<b>\$ 202,546</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Processing Expenses</b>						
Telephone/Telecommunications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Consulting Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Accounting Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Offsite Tape Vaulting	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Subtotal Processing</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Equipment</b>						
Computer/IT Equipment (depreciable assets)	\$ 42,051	\$ -	\$ -	\$ -	\$ -	\$ -
Computer/IT Equip. Repair/Main.	\$ 1,248	\$ -	\$ -	\$ -	\$ -	\$ -
Copy Equipment	\$ 1,040	\$ -	\$ -	\$ -	\$ -	\$ -
Copy Equip. Repair/Main.	\$ 1,248	\$ -	\$ -	\$ -	\$ -	\$ -
Telecom Equipment (depreciable assets)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telecom Usage	\$ 370,841	\$ -	\$ -	\$ -	\$ -	\$ -
Telecom Repair/Main.	\$ 1,248	\$ -	\$ -	\$ -	\$ -	\$ -
Other Equipment (specify)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Equip. Repair/Main.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Equipment Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Subtotal Equipment</b>	<b>\$ 417,676</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>2) Other Direct Expenses</b>	<b>Proposed Budget</b>	<b>Q1</b>	<b>Q2</b>	<b>Q3</b>	<b>Q4</b>	<b>YTD Actuals</b>
<b>Software Expenses</b>						
Software Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Software Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Subtotal Software</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Administrative Expenses</b>						
Travel and Related Costs	\$ 11,232	\$ -	\$ -	\$ -	\$ -	\$ -
Business Meetings	\$ 48,697	\$ -	\$ -	\$ -	\$ -	\$ -
Staff Training	\$ 28,454	\$ -	\$ -	\$ -	\$ -	\$ -
Professional Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Consulting and Outside Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Legal	\$ 62,400	\$ -	\$ -	\$ -	\$ -	\$ -
Audit/Accounting	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Advertising	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 43,455	\$ -	\$ -	\$ -	\$ -	\$ -
Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Licenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Recruiting Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sales Commission	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Website	\$ 1,248	\$ -	\$ -	\$ -	\$ -	\$ -

**Total Transit/Veyo**

January 1, 2019 - December 31, 2019	Proposed Budget	Q1	Q2	Q3	Q4	YTD Actuals
Bid Bond	\$ 12,211	\$ -	\$ -	\$ -	\$ -	\$ -
Payment Bond	\$ 69,196	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Subtotal Administrative</b>	\$ 276,894	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Other Direct Costs</b>	\$ 1,232,438	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Corporate Allocation</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Other Direct Expense</b>	\$ 1,232,438	\$ -	\$ -	\$ -	\$ -	\$ -

3) Estimated Per Member Per Month Costs						YTD Total
Member Months	9,700,992	0	0	0	0	
PMPM Rate	\$ 4.72	\$ 4.72	\$ 4.72	\$ 4.72	\$ 4.72	
Underwriting Gain (2%)	\$ 0.09	\$ 0.09	\$ 0.09	\$ 0.09	\$ 0.09	
PMPM Including Underwriting Gain	\$ 4.81	\$ 4.81	\$ 4.81	\$ 4.81	\$ 4.81	
<b>Total</b>	\$ 46,704,456	\$ -	\$ -	\$ -	\$ -	\$ -

4) Estimated Non-Medicaid Covered Services Costs						YTD Total
Estimated Trips per year:						
MFP	600					
Severe Weather	50					
Evacuees/Displaced Persons	50					
Rate	\$ -	\$ -	\$ -	\$ -	\$ -	
Underwriting Gain (2%)	\$ -	\$ -	\$ -	\$ -	\$ -	
Rate Including Underwriting Gain	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Total</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

5) Total Estimated Budget	CY 2018 Total	Q1 2018 Total	Q2 2018 Total	Q3 2018 Total	Q4 2018 Total	YTD Total
Budget Salaries/Fringe	\$ 5,241,323	\$ -	\$ -	\$ -	\$ -	\$ -
Budget Other Direct	\$ 1,232,438	\$ -	\$ -	\$ -	\$ -	\$ -
Corporate Allocation	\$ 410,603	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Administrative Costs	\$ 6,884,364	\$ -	\$ -	\$ -	\$ -	\$ -
Administrative Underwriting Gain (2%)	\$ 137,687	\$ -	\$ -	\$ -	\$ -	\$ -
Total Administrative	\$ 7,022,052	\$ -	\$ -	\$ -	\$ -	\$ -
PMPM - Transportation Service Costs	\$ 46,704,456	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Medicaid Covered Services Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL MAXIMUM CONTRACT VALUE CY 2018</b>	\$ 53,726,508	\$ -	\$ -	\$ -	\$ -	\$ -
Monthly Administrative Payments Equal to	\$ 585,171					

	Cap	Actual	Actual	Actual	Actual	Actual	Cap	Actual
Fringe (as % of salaries)	21.5%	17.3%	0.0%	0.0%	0.0%	0.0%	21.5%	0.0%
Corporate Allocation	10.0%	6.3%	0.0%	0.0%	0.0%	0.0%	10.0%	0.0%
Administrative Budget as % of NEMT Budget	14.0%	14.7%	0.0%	0.0%	0.0%	0.0%	14.0%	0.0%
Underwriting Gain	2.0%	2.0%	0.0%	0.0%	0.0%	0.0%	2.0%	0.0%

**Total Transit/Veyo**

January 1, 2020 - December 31, 2020	Proposed Budget		Q1		Q2		Q3		Q4		YTD Actuals	
1) Personnel and Fringe											QTD	1
Title	FTE	\$	FTE	\$	FTE	\$	FTE	\$	FTE	\$	Avg. FTE	\$
<b>Project Administration</b>												
Project Manager	1.00	\$ 154,669	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
Other Management	1.00	\$ 65,437	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
Other Administration Staff	2.00	\$ 136,822	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
<b>Administration</b>	<b>4.00</b>	<b>\$ 356,928</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>
Administration Fringe Benefits		\$ 64,247		\$ -		\$ -		\$ -		\$ -		\$ -
<b>Total Personnel &amp; Fringe</b>		<b>\$ 421,175</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>
Corporate Allocation		\$ 87,344		\$ -		\$ -		\$ -		\$ -		\$ -
<b>Total Administration Costs</b>		<b>\$ 508,520</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>
<b>Call Center/Member Services</b>												
Call Center Manager	1.00	\$ 118,976	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
Call Center Agent	65.00	\$ 2,259,402	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
<b>Call Center/Member Services</b>	<b>66.00</b>	<b>\$ 2,378,378</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>
Call Center/Member Services Fringe Benefits		\$ 428,108		\$ -		\$ -		\$ -		\$ -		\$ -
<b>Total Personnel &amp; Fringe</b>		<b>\$ 2,806,486</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>
Corporate Allocation		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
<b>Total Call Center/Member Services Costs</b>		<b>\$ 2,806,486</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>
<b>Operations</b>												
Trip Distribution Supervisor	2.00	\$ 154,669	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
Provider Network Coordinator	2.00	\$ 89,089	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
Trip Distribution Agent	12.00	\$ 533,931	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
Supply Analyst	1.00	\$ 65,437	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
Command Center Agent	1.00	\$ 41,507	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
Public Transit Specialist	5.00	\$ 222,723	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
<b>Operations</b>	<b>23.00</b>	<b>\$ 1,107,356</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>
Operations Fringe Benefits		\$ 199,324		\$ -		\$ -		\$ -		\$ -		\$ -
<b>Total Personnel &amp; Fringe</b>		<b>\$ 1,306,680</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>
Corporate Allocation		\$ 43,633		\$ -		\$ -		\$ -		\$ -		\$ -
<b>Total Operations Costs</b>		<b>\$ 1,350,313</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>
<b>Quality Management/Data Reporting</b>												
Quality Assurance Manager	1.00	\$ 54,443	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
Quality Assurance Analyst	6.00	\$ 267,268	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
<b>Quality Mgmt/Data Reporting</b>	<b>7.00</b>	<b>\$ 321,711</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>
Quality Mgmt/Data Reporting Fringe Benefits		\$ 57,908		\$ -		\$ -		\$ -		\$ -		\$ -
<b>Total Personnel &amp; Fringe</b>		<b>\$ 379,619</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>
Corporate Allocation		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
<b>Total Quality Mgmt/Data Reporting Costs</b>		<b>\$ 379,619</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>
<b>Staff Training</b>												
Trainer	2.00	\$ 118,976	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
<b>Staff Training</b>	<b>2.00</b>	<b>\$ 118,976</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>
Staff Training Fringe Benefits		\$ 21,416		\$ -		\$ -		\$ -		\$ -		\$ -
<b>Total Personnel &amp; Fringe</b>		<b>\$ 140,392</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>
Corporate Allocation		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
<b>Total Staff Training Costs</b>		<b>\$ 140,392</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>
<b>IT Support</b>												

**Total Transit/Veyo**

January 1, 2020 - December 31, 2020	Proposed Budget	Q1	Q2	Q3	Q4	YTD Actuals
IT Support	1.00 \$ 71,386	\$ -	\$ -	\$ -	\$ -	\$ -
Data Systems/IT Support	1.00 \$ 71,386	\$ -	\$ -	\$ -	\$ -	\$ -
Data Systems/IT Support Fringe Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Personnel & Fringe	\$ 71,386	\$ -	\$ -	\$ -	\$ -	\$ -
Corporate Allocation	\$ 267,095	\$ -	\$ -	\$ -	\$ -	\$ -
Total Data Systems/IT Support Costs	\$ 338,481	\$ -	\$ -	\$ -	\$ -	\$ -
Member Status Management						
Clinical Coordinator	2.00 \$ 202,259	\$ -	\$ -	\$ -	\$ -	\$ -
Member Status Mgmt	2.00 \$ 202,259	\$ -	\$ -	\$ -	\$ -	\$ -
Member Status Mgmt Fringe Benefits	\$ 16,277	\$ -	\$ -	\$ -	\$ -	\$ -
Total Personnel & Fringe	\$ 218,536	\$ -	\$ -	\$ -	\$ -	\$ -
Corporate Allocation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Member Status Mgmt Costs	\$ 218,536	\$ -	\$ -	\$ -	\$ -	\$ -
Claims Management						
Billing Analyst	2.00 \$ 90,426	\$ -	\$ -	\$ -	\$ -	\$ -
Claims Mgmt	2.00 \$ 90,426	\$ -	\$ -	\$ -	\$ -	\$ -
Claims Mgmt Fringe Benefits	\$ 16,277	\$ -	\$ -	\$ -	\$ -	\$ -
Total Personnel & Fringe	\$ 106,702	\$ -	\$ -	\$ -	\$ -	\$ -
Corporate Allocation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Claims Mgmt Costs	\$ 106,702	\$ -	\$ -	\$ -	\$ -	\$ -
Other Personnel						
Compliance Analyst	- \$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Personnel	- \$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Personnel Fringe Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Personnel & Fringe	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Corporate Allocation	\$ 28,955	\$ -	\$ -	\$ -	\$ -	\$ -
Total Other Personnel Costs	\$ 28,955	\$ -	\$ -	\$ -	\$ -	\$ -
Total Salary Costs	107.00 \$ 4,647,420	\$ -	\$ -	\$ -	\$ -	\$ -
Total Fringe Benefit Costs	\$ 803,556	\$ -	\$ -	\$ -	\$ -	\$ -
Total Personnel & Fringe Costs	\$ 5,450,976	\$ -	\$ -	\$ -	\$ -	\$ -
Total Corporate Allocation	\$ 427,027	\$ -	\$ -	\$ -	\$ -	\$ -
Total Personnel and Fringe Costs	\$ 5,878,003	\$ -	\$ -	\$ -	\$ -	\$ -

2) Other Direct Expenses	Proposed Budget	Q1	Q2	Q3	Q4	YTD Actuals
Connecticut Occupancy Cost						
Lease or Rental	\$ 239,256	\$ -	\$ -	\$ -	\$ -	\$ -
Facility	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fixtures and Furniture (depreciable assets)	\$ 36,053	\$ -	\$ -	\$ -	\$ -	\$ -
Utility - included in rent	\$ 31,150	\$ -	\$ -	\$ -	\$ -	\$ -
Maintenance and Repair	\$ 12,979	\$ -	\$ -	\$ -	\$ -	\$ -
Janitorial	\$ 29,297	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Occupancy Expenses	\$ 348,735	\$ -	\$ -	\$ -	\$ -	\$ -
Office Support Expenses						
Office Supplies	\$ 44,389	\$ -	\$ -	\$ -	\$ -	\$ -
Office Equipment	\$ 18,027	\$ -	\$ -	\$ -	\$ -	\$ -
Printing	\$ 2,596	\$ -	\$ -	\$ -	\$ -	\$ -

**Total Transit/Veyo**

January 1, 2020 - December 31, 2020	Proposed Budget	Q1	Q2	Q3	Q4	YTD Actuals
Postage/Freight	\$ 145,637	\$ -	\$ -	\$ -	\$ -	\$ -
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Subtotal Office Support</b>	<b>\$ 210,648</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Processing Expenses</b>						
Telephone/Telecommunications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Consulting Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Accounting Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Offsite Tape Vaulting	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Subtotal Processing</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Equipment</b>						
Computer/IT Equipment (depreciable assets)	\$ 43,733	\$ -	\$ -	\$ -	\$ -	\$ -
Computer/IT Equip. Repair/Main.	\$ 1,298	\$ -	\$ -	\$ -	\$ -	\$ -
Copy Equipment	\$ 1,082	\$ -	\$ -	\$ -	\$ -	\$ -
Copy Equip. Repair/Main.	\$ 1,298	\$ -	\$ -	\$ -	\$ -	\$ -
Telecom Equipment (depreciable assets)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telecom Usage	\$ 385,675	\$ -	\$ -	\$ -	\$ -	\$ -
Telecom Repair/Main.	\$ 1,298	\$ -	\$ -	\$ -	\$ -	\$ -
Other Equipment (specify)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Equip. Repair/Main.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Equipment Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Subtotal Equipment</b>	<b>\$ 434,383</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>2) Other Direct Expenses</b>	<b>Proposed Budget</b>	<b>Q1</b>	<b>Q2</b>	<b>Q3</b>	<b>Q4</b>	<b>YTD Actuals</b>
<b>Software Expenses</b>						
Software Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Software Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Subtotal Software</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Administrative Expenses</b>						
Travel and Related Costs	\$ 11,681	\$ -	\$ -	\$ -	\$ -	\$ -
Business Meetings	\$ 50,645	\$ -	\$ -	\$ -	\$ -	\$ -
Staff Training	\$ 29,593	\$ -	\$ -	\$ -	\$ -	\$ -
Professional Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Consulting and Outside Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Legal	\$ 64,896	\$ -	\$ -	\$ -	\$ -	\$ -
Audit/Accounting	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Advertising	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 45,194	\$ -	\$ -	\$ -	\$ -	\$ -
Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Licenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Recruiting Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sales Commission	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Website	\$ 1,298	\$ -	\$ -	\$ -	\$ -	\$ -

**Total Transit/Veyo**

January 1, 2020 - December 31, 2020	Proposed Budget	Q1	Q2	Q3	Q4	YTD Actuals
Bid Bond	\$ 12,699	\$ -	\$ -	\$ -	\$ -	\$ -
Payment Bond	\$ 71,964	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Subtotal Administrative</b>	\$ 287,969	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Other Direct Costs</b>	\$ 1,281,736	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Corporate Allocation</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Other Direct Expense</b>	\$ 1,281,736	\$ -	\$ -	\$ -	\$ -	\$ -

3) Estimated Per Member Per Month Costs						YTD Total
Member Months	9,893,386	0	0	0	0	
PMPM Rate	\$ 4.72	\$ 4.72	\$ 4.72	\$ 4.72	\$ 4.72	
Underwriting Gain (2%)	\$ 0.09	\$ 0.09	\$ 0.09	\$ 0.09	\$ 0.09	
PMPM Including Underwriting Gain	\$ 4.81	\$ 4.81	\$ 4.81	\$ 4.81	\$ 4.81	
<b>Total</b>	\$ 47,630,720	\$ -	\$ -	\$ -	\$ -	\$ -

4) Estimated Non-Medicaid Covered Services Costs						YTD Total
Estimated Trips per year:						
MFP	600					
Severe Weather	50					
Evacuees/Displaced Persons	50					
Rate	\$ -	\$ -	\$ -	\$ -	\$ -	
Underwriting Gain (2%)	\$ -	\$ -	\$ -	\$ -	\$ -	
Rate Including Underwriting Gain	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Total</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

5) Total Estimated Budget	CY 2018 Total	Q1 2018 Total	Q2 2018 Total	Q3 2018 Total	Q4 2018 Total	YTD Total
Budget Salaries/Fringe	\$ 5,450,976	\$ -	\$ -	\$ -	\$ -	\$ -
Budget Other Direct	\$ 1,281,736	\$ -	\$ -	\$ -	\$ -	\$ -
Corporate Allocation	\$ 427,027	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Administrative Costs	\$ 7,159,739	\$ -	\$ -	\$ -	\$ -	\$ -
Administrative Underwriting Gain (2%)	\$ 143,195	\$ -	\$ -	\$ -	\$ -	\$ -
Total Administrative	\$ 7,302,934	\$ -	\$ -	\$ -	\$ -	\$ -
PMPM - Transportation Service Costs	\$ 47,630,720	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Medicaid Covered Services Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL MAXIMUM CONTRACT VALUE CY 2018</b>	\$ 54,933,653	\$ -	\$ -	\$ -	\$ -	\$ -
Monthly Administrative Payments Equal to	\$ 608,578					

	Cap	Actual	Actual	Actual	Actual	Actual	Cap	Actual
Fringe (as % of salaries)	21.5%	17.3%	0.0%	0.0%	0.0%	0.0%	21.5%	0.0%
Corporate Allocation	10.0%	6.3%	0.0%	0.0%	0.0%	0.0%	10.0%	0.0%
Administrative Budget as % of NEMT Budget	14.0%	15.0%	0.0%	0.0%	0.0%	0.0%	14.0%	0.0%
Underwriting Gain	2.0%	2.0%	0.0%	0.0%	0.0%	0.0%	2.0%	0.0%

Vevo

Total Estimated Monthly Cost	\$ 3,739,823
Average Members per Month	792,695
Estimated PMPM	\$ 4.72

Vevo

Total Estimated Monthly Cost	\$ 3,813,993
Average Members per Month	808,416
Estimated PMPM	\$ 4.72

Vevo

Total Estimated Monthly Cost	\$ 3,889,634
Average Members per Month	824,449
Estimated PMPM	\$ 4.72

5) Derivation of NEMT Budget		Year One				
ID	Service	Units	Users/Month	Cost/Unit	Units/User	Estimated Monthly Cost
D1.	A0100 - Non-emergency transportation; taxi	98,584	11,331	\$6.50	8.70	\$ 837,982
D2.	A0425 - Ground mileage, per statute mile	995,077	11,331	\$1.57	87.82	\$ 1,562,271
D3.	A0130 - Non-emergency transportation; wheel-chair van	25,286	2,906	\$26.00	8.70	\$ 657,440
D4.	S0209 - Wheelchair van, mileage, per mile	154,273	2,906	\$2.07	53.08	\$ 319,519
D5.	A0426 - Ambulance service, advanced life support, non-emergency transport, level 1 (als 1)	110	13	\$0.00	8.70	\$ -
D6.	A0428 - Ambulance service, basic life support, non-emergency transport, (bls)	2,559	294	\$0.00	8.70	\$ -
D7.	S0215 - Non-emergency transportation; mileage, per mile	18,278	307	\$0.00	59.58	\$ -
D8.	Mileage reimbursement, per mile	210,170	19,493	\$0.19	10.78	\$ 39,932
D9.	Bus trips-passes/tokens/fares, per trip	173,783	6,597	\$1.86	26.34	\$ 322,699

		Year Two				
		Units	Users/Month	Cost/Unit	Units/User	Estimated Monthly Cost
		100,539	11,558	\$ 8.50	8.70	\$ 854,581
		1,014,812	11,556	\$ 1.57	87.82	\$ 1,593,256
		25,788	2,964	\$ 26.00	8.70	\$ 670,478
		157,332	2,964	\$ 2.07	53.08	\$ 325,856
		112	13	\$ -	8.70	\$ -
		2,610	300	\$ -	8.70	\$ -
		18,640	313	\$ -	59.58	\$ -
		214,338	19,880	\$ 0.19	10.78	\$ 40,724
		177,229	6,728	\$ 1.86	26.34	\$ 329,099

		Year Three				
		Units	Users/Month	Cost/Unit	Units/User	Estimated Monthly Cost
		102,533	11,785	\$ 8.50	8.70	\$ 871,529
		1,034,938	11,785	\$ 1.57	87.82	\$ 1,624,853
		26,299	3,023	\$ 26.00	8.70	\$ 683,776
		160,453	3,023	\$ 2.07	53.08	\$ 332,318
		114	13	\$ -	8.70	\$ -
		2,662	306	\$ -	8.70	\$ -
		19,010	319	\$ -	59.58	\$ -
		216,589	20,274	\$ 0.19	10.78	\$ 41,532
		180,744	6,861	\$ 1.86	26.34	\$ 335,626



NEMT Reconciliation Model				
ID	Line Item	Year 1	Year 2	Year 3
<b>Payments</b>				
01.	Member Months	9,512,339	9,700,992	9,893,386
02.	NEMT Services & Provision for Underwriting Gain PMPM	\$ 4.81	\$ 4.81	\$ 4.81
03.	NEMT Services & Provision for Underwriting Gain Lines (01. * 02.)	\$ 45,775,438	\$ 46,683,277	\$ 47,609,121
04.	NEMT Administration Plus Provision for Underwriting Gain	\$ 6,553,045	\$ 6,700,013	\$ 6,968,013
05.	Net Payment To Contractor Lines (03. + 04.)	\$ 52,328,483	\$ 53,383,290	\$ 54,577,134
06.	Pre-paid Underwriting Gain Lines (05. - 05./1.02)	\$ 1,026,049	\$ 1,046,731	\$ 1,070,140
<b>Actual Costs</b>				
07.	Actual Service Costs <sup>1</sup>	\$ 45,262,413	\$ 46,159,911	\$ 47,074,051
08.	Actual Administration <sup>2</sup>	\$ 6,040,021	\$ 6,176,647	\$ 6,432,943
09.	Total Reported Costs Lines (07. + 08.)	\$ 51,302,434	\$ 52,336,559	\$ 53,506,994
<b>Reported Underwriting Gains</b>				
10.	Financial Performance Lines (05. - 06. - 09.)	\$ -	\$ -	\$ -
11.	% Service Cost Difference Lines (10. / (05. - 06.))	0.00%	0.00%	0.00%
12.	Gain / Loss Determination			
<b>Performance Band Limits</b>				
13.	2% Underwriting Gain Lines (05. - 05./1.02)	\$ 1,026,049	\$ 1,046,731	\$ 1,070,140
14.	3% Performance Band and Protection Lines ((05. - 06.) * 0.03)	\$ 1,539,073	\$ 1,570,097	\$ 1,605,210
15.	Total Performance Band Lines (13. + 14.)	\$ 2,565,122	\$ 2,616,828	\$ 2,675,350
<b>Quality Scores</b>				
16.	Quality Score (0 - 100)	100.00	100.00	100.00
17.	Underwriting Gain Retained Based on Quality Score (13. * (16. / 100))	N/A	N/A	N/A
18.	Maximum Gain Allowable Based on Quality Score (MIN([15. * (16. / 100)], [(13. + 10.) * (16. / 100)]))	\$ 1,026,049	\$ 1,046,731	\$ 1,070,140
19.	Maximum Loss Protected Based on Quality Score (MAX(-[15. * (16. / 100)], [10. * (16. / 100)]))	N/A	N/A	N/A
<b>Gain Reconciliation</b>				
20.	Gain Reconciliation (17. - 10. - 13.)	\$ -	\$ -	\$ -
21.	Reconciliation Determination			
<b>Loss Reconciliation</b>				
22.	Underwriting Gain Returnable to State (MIN[-MIN[0, 17. + 18.] + (13. - 17.), 0])	N/A	N/A	N/A
23.	Additional Loss Protected (-MIN([13. + 18.], 0))	N/A	N/A	N/A
24.	Loss Reconciliation (22. + 23.)	N/A	N/A	N/A
25.	Reconciliation Determination			

**Notes:**

- Actual service costs are based on reported encounter data.
- Actual administration costs based on audited financial statements, which excludes gains.
- Underwriting gain up to 5% of the capitation payment is determined based on quality.
- Loss Protection up to 3% of the capitation payment is determined based on quality.
- Payments may be owed to the Contractor / State based on financial and quality metrics.
- Please reference the NEMT Services Agreement for information related to quality scoring.
- Member months, NEMT Services PMPM, and NEMT Administration reflect figures within Exhibit XX NEMT Budget and Reporting V4.0, which was received on September 11, 2017.

## PART II. TERMS AND CONDITIONS

The Contractor shall comply with the following terms and conditions.

- A. **Definitions.** Unless otherwise indicated, the following terms shall have the following corresponding definitions:
1. **“Bid”** shall mean a bid submitted in response to a solicitation.
  2. **“Breach”** shall mean a party’s failure to perform some contracted-for or agreed-upon act, or his failure to comply with a duty imposed by law which is owed to another or to society.
  3. **“Cancellation”** shall mean an end to the Contract affected pursuant to a right which the Contract creates due to a Breach.
  4. **“Claims”** shall mean all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any forum.
  5. **“Client”** shall mean a recipient of the Contractor’s Services.
  6. **“Contract”** shall mean this agreement, as of its effective date, between the Contractor and the State for Services.
  7. **“Contractor Parties”** shall mean a Contractor’s members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract (e.g. subcontractor) and the Contractor intends for such other person or entity to perform under the Contract in any capacity. For the purpose of this Contract, vendors of support services, not otherwise known as human service providers or educators, shall not be considered subcontractors, e.g. lawn care, unless such activity is considered part of a training, vocational or educational program.
  8. **“Data”** shall mean all results, technical information and materials developed and/or obtained in the performance of the Services hereunder, including but not limited to all reports, survey and evaluation tools, surveys and evaluations, plans, charts, recordings (video and/or sound), pictures, curricula, electronically prepared presentations, public awareness or prevention campaign materials, drawings, analyses, graphic representations, computer programs and printouts, notes and memoranda, and documents, whether finished or unfinished, which result from or are prepared in connection with the Services performed hereunder.
  9. **“Day”** shall mean all calendar days, other than Saturdays, Sundays and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.
  10. **“Expiration”** shall mean an end to the Contract due to the completion in full of the mutual performances of the parties or due to the Contract’s term being completed.
  11. **“Force Majeure”** shall mean events that materially affect the Services or the time schedule within which to perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.

12. **“Personal Information”** shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Personal Information shall also include any information regarding clients that the Department classifies as “confidential” or “restricted.” Personal Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
13. **“Personal Information Breach”** shall mean an instance where an unauthorized person or entity accesses Personal Information in any manner, including but not limited to the following occurrences: (1) any Personal Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Personal Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Personal Information together with the confidential process or key that is capable of compromising the integrity of the Personal Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.
14. **“Records”** shall mean all working papers and such other information and materials as may have been accumulated and/or produced by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
15. **“Services”** shall mean the performance of Services as stated in Part I of this Contract.
16. **“State”** shall mean the State of Connecticut, including any agency, office, department, board, council, commission, institution or other executive branch agency of State Government.
17. **“Termination”** shall mean an end to the Contract affected pursuant to a right which the Contract creates, other than for a Breach.

**B. Client-Related Safeguards.**

**1. Inspection of Work Performed.**

- (a) The Agency or its authorized representative shall at all times have the right to enter into the Contractor or Contractor Parties' premises, or such other places where duties under the Contract are being performed, to inspect, to monitor or to evaluate the work being performed in accordance with Conn. Gen. Stat. § 4e-29 to ensure compliance with this Contract. The Contractor and all subcontractors must provide all reasonable facilities and assistance to Agency representatives. All inspections and evaluations shall be performed in such a manner as will not unduly delay work. The Contractor shall disclose information on clients, applicants and their families as requested unless otherwise prohibited by federal or state law. Written evaluations pursuant to this Section shall be made available to the Contractor.
- (b) The Contractor must incorporate this section verbatim into any Contract it enters into with any subcontractor providing services under this Contract.

2. **Safeguarding Client Information.** The Agency and the Contractor shall safeguard the use, publication and disclosure of information on all applicants for and all Clients who receive Services under this Contract with all applicable federal and state law concerning confidentiality and as may be further provided under the Contract.
3. **Reporting of Client Abuse or Neglect.** The Contractor shall comply with all reporting requirements relative to Client abuse and neglect, including but not limited to requirements as specified in C.G.S. §§ 17a-101 through 103, 19a-216, 46b-120 (related to children); C.G.S. § 46a-11b (relative to persons with mental retardation); and C.G.S. § 17b-407 (relative to elderly persons).
4. **Background Checks.** The State may require that the Contractor and Contractor Parties undergo criminal background checks as provided for in the State of Connecticut Department of Public Safety Administration and Operations Manual or such other State document as governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.

**C. Contractor Obligations.**

1. **Cost Standards.** The Contractor and funding state Agency shall comply with the Cost Standards issued by OPM, as may be amended from time to time. The Cost Standards are published by OPM the Web at [http://www.ct.gov/opm/cwp/view.asp?a=2981&Q=382994&opmNav\\_GID=1806](http://www.ct.gov/opm/cwp/view.asp?a=2981&Q=382994&opmNav_GID=1806)
2. **Credits and Rights in Data.** Unless expressly waived in writing by the Agency, all Records and publications intended for public distribution during or resulting from the performances of this Contract shall include a statement acknowledging the financial support of the State and the Agency and, where applicable, the federal government. All such publications shall be released in conformance with applicable federal and state law and all regulations regarding confidentiality. Any liability arising from such a release by the Contractor shall be the sole responsibility of the Contractor and the Contractor shall indemnify and hold harmless the Agency, unless the Agency or its agents co-authored said publication and said release is done with the prior written approval of the Agency Head. All publications shall contain the following statement: "This publication does not express the views of the [insert Agency name] or the State of Connecticut. The views and opinions expressed are those of the authors." Neither the Contractor nor any of its agents shall copyright Data and information obtained under this Contract, unless expressly previously authorized in writing by the Agency. The Agency shall have the right to publish, duplicate, use and disclose all such Data in any manner, and may authorize others to do so. The Agency may copyright any Data without prior Notice to the Contractor. The Contractor does not assume any responsibility for the use, publication or disclosure solely by the Agency of such Data.
3. **Organizational Information, Conflict of Interest, IRS Form 990.** During the term of this Contract and for the one hundred eighty (180) days following its date of Termination and/or Cancellation, the Contractor shall upon the Agency's request provide copies of the following documents within ten (10) Days after receipt of the request:
  - (a) its most recent IRS Form 990 submitted to the Internal Revenue Service, and
  - (b) its most recent Annual Report filed with the Connecticut Secretary of the State's Office or such other information that the Agency deems appropriate with respect to the organization and affiliation of the Contractor and related entities.

This provision shall continue to be binding upon the Contractor for one hundred and eighty (180) Days following the termination or cancellation of the Contract.

**4. Federal Fuuds.**

- (a) The Contractor shall comply with requirements relating to the receipt or use of federal funds. The Agency shall specify all such requirements in Part I of this Contract.
- (b) The Contractor acknowledges that the Agency has established a policy, as mandated by section 6032 of the Deficit Reduction Act (DRA) of 2005, P.L. 109-171, that provides detailed information about the Federal False Claims Act, 31 U.S.C. §§ 3729-3733, and other laws supporting the detection and prevention of fraud and abuse.
  - (1) Contractor acknowledges that it has received a copy of said policy and shall comply with its terms, as amended, and with all applicable state and federal laws, regulations and rules. Contractor shall provide said policy to subcontractors and shall require compliance with the terms of the policy. Failure to abide by the terms of the policy, as determined by the Agency, shall constitute a Breach of this Contract and may result in cancellation or termination of this Contract.
  - (2) This section applies if, under this Contract, the Contractor or Contractor Parties furnishes, or otherwise authorizes the furnishing of health care items or services, performs billing or coding functions, or is involved in monitoring of health care provided by the Agency.
- (c) Contractor represents that it is not excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs.
- (d) Contractor shall not, for purposes of performing the Contract with the Agency, knowingly employ or contract with, with or without compensation: (A) any individual or entity listed by a federal agency as excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs; or (B) any person or entity who is excluded from contracting with the State of Connecticut or the federal government (as reflected in the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, Department of Health and Human Services, Office of Inspector General (HHS/OIG) Excluded Parties list and the Office of Foreign Assets Control (OFAC) list of Specially Designated Nationals and Blocked Persons List). Contractor shall immediately notify the Agency should it become subject to an investigation or inquiry involving items or services reimbursable under a federal health care program or be listed as ineligible for participation in or to perform Services in connection with such program. The Agency may cancel or terminate this Contract immediately if at any point the Contractor, subcontractor or any of their employees are sanctioned, suspended, excluded from or otherwise become ineligible to participate in federal health care programs.

**5. Audit Requirements.**

- (a) The State Auditors of Public Accounts shall have access to all Records for the fiscal year(s) in which the award was made. The Contractor shall provide for an annual financial audit acceptable to the Agency for any expenditure of state-awarded funds made by the Contractor. Such audit shall include management letters and audit

recommendations. The Contractor shall comply with federal and state single audit standards as applicable.

- (b) The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State, including, but not limited to, the Agency, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents. Requests for any audit or inspection shall be in writing, at least ten (10) days prior to the requested date. All audits and inspections shall be at the requester's expense. The State may request an audit or inspection at any time during the Contract term and for three (3) years after Termination, Cancellation or Expiration of the Contract. The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- (c) For purposes of this subsection as it relates to State grants, the word "Contractor" shall be read to mean "nonstate entity," as that term is defined in C.G.S. § 4-230.
- (d) The Contractor must incorporate this section verbatim into any Contract it enters into with any subcontractor providing services under this Contract.

**6. Related Party Transactions.** The Contractor shall report all related party transactions, as defined in this section, to the Agency on an annual basis in the appropriate fiscal report as specified in Part I of this Contract. "Related party" means a person or organization related through marriage, ability to control, ownership, family or business association. Past exercise of influence or control need not be shown, only the potential or ability to directly or indirectly exercise influence or control. "Related party transactions" between a Contractor or Contractor Party and a related party include, but are not limited to:

- (a) Real estate sales or leases;
- (b) leases for equipment, vehicles or household furnishings;
- (c) Mortgages, loans and working capital loans; and
- (d) Contracts for management, consultant and professional services as well as for materials, supplies and other services purchased by the Contractor or Contractor Party.

**7. Suspension or Debarment.** In addition to the representations and requirements set forth in Section D.4:

- (a) The Contractor certifies for itself and Contractor Parties involved in the administration of federal or state funds that they:
  - (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental agency (federal, state or local);
  - (2) within a three year period preceding the effective date of this Contract, have not been convicted 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 contract under a public transaction; for 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;

- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the above offenses; and
    - (4) Have not within a three year period preceding the effective date of this Contract had one or more public transactions terminated for cause or fault.
  - (b) Any change in the above status shall be immediately reported to the Agency.
- 8. **Liaison.** Each Party shall designate a liaison to facilitate a cooperative working relationship between the Contractor and the Agency in the performance and administration of this Contract.
- 9. **Subcontracts.** Each Contractor Party's identity, services to be rendered and costs shall be detailed in Part I of this Contract. Absent compliance with this requirement, no Contractor Party may be used or expense paid under this Contract unless expressly otherwise provided in Part I of this Contract. No Contractor Party shall acquire any direct right of payment from the Agency by virtue of this section or any other section of this Contract. The use of Contractor Parties shall not relieve the Contractor of any responsibility or liability under this Contract. The Contractor shall make available copies of all subcontracts to the Agency upon request.
- 10. **Independent Capacity of Contractor.** The Contractor and Contractor Parties shall act in an independent capacity and not as officers or employees of the state of Connecticut or of the Agency.
- 11. **Indemnification.**
  - (a) The Contractor shall indemnify, defend and hold harmless the state of Connecticut and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all:
    - (1) claims arising directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively the "Acts") of the Contractor or Contractor Parties; and
    - (2) liabilities, damages, losses, costs and expenses, including but not limited to attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its indemnification and hold-harmless obligations under this Contract. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the bid or any records, and intellectual property rights, other propriety rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance of the Contract.
  - (b) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
  - (c) The Contractor's duties under this Section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have

merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

- (d) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any sections survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the Contract. The Contractor shall not begin performance until the delivery of the policy to the Agency.
- (e) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.
- (f) This section shall survive the Termination, Cancellation or Expiration of the Contract, and shall not be limited by reason of any insurance coverage.

**12. Insurance.** Before commencing performance, the Agency may require the Contractor to obtain and maintain specified insurance coverage. In the absence of specific Agency requirements, the Contractor shall obtain and maintain the following insurance coverage at its own cost and expense for the duration of the Contract:

- (a) **Commercial General Liability.** \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability, and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the services to be performed under this Contract or the general aggregate limit shall be twice the occurrence limit;
- (b) **Automobile Liability.** \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of this Contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of this Contract then automobile coverage is not required.
- (c) **Professional Liability.** \$1,000,000 limit of liability, if applicable; and/or
- (d) **Workers' Compensation and Employers Liability.** Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.

**13. Choice of Law/Choice of Forum, Settlement of Disputes, Claims Against the State.**

- (a) The Contract shall be deemed to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to



any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

- (b) Any dispute concerning the interpretation or application of this Contract shall be decided by the Agency Head or his/her designee whose decision shall be final, subject to any rights the Contractor may have pursuant to state law. In appealing a dispute to the Agency Head pursuant to this section, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final resolution of a dispute, the Contractor and the Agency shall proceed diligently with the performance of the Contract.
- (c) The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising from this Contract shall be in accordance with Title 4, Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings, except as authorized by that Chapter, in any state or federal court in addition to or in lieu of said Chapter 53 proceedings.

**14. Compliance with Law and Policy, Facility Standards and Licensing.** Contractor shall comply with all:

- (a) pertinent local, state and federal laws and regulations as well as Agency policies and procedures applicable to contractor's programs as specified in this Contract. The Agency shall notify the Contractor of any applicable new or revised laws, regulations, policies or procedures which the Agency has responsibility to promulgate or enforce; and
- (b) applicable local, state and federal licensing, zoning, building, health, fire and safety regulations or ordinances, as well as standards and criteria of pertinent state and federal authorities. Unless otherwise provided by law, the Contractor is not relieved of compliance while formally contesting the authority to require such standards, regulations, statutes, ordinance or criteria.

**15. Representations and Warranties.** Contractor shall:

- (a) perform fully under the Contract;
- (b) pay for and/or secure all permits, licenses and fees and give all required or appropriate notices with respect to the provision of Services as described in Part I of this Contract; and
- (c) adhere to all contractual sections ensuring the confidentiality of all Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law.

**16. Reports.** The Contractor shall provide the Agency with such statistical, financial and programmatic information necessary to monitor and evaluate compliance with the Contract. All requests for such information shall comply with all applicable state and federal confidentiality laws. The Contractor shall provide the Agency with such reports as the Agency requests as required by this Contract.

17. **Delinquent Reports.** The Contractor shall submit required reports by the designated due dates as identified in this Contract. After notice to the Contractor and an opportunity for a meeting with an Agency representative, the Agency reserves the right to withhold payments for services performed under this Contract if the Agency has not received acceptable progress reports, expenditure reports, refunds, and/or audits as required by this Contract or previous contracts for similar or equivalent services the Contractor has entered into with the Agency. This section shall survive any Termination of the Contract or the Expiration of its term.

18. **Record Keeping and Access.** The Contractor shall maintain books, Records, documents, program and individual service records and other evidence of its accounting and billing procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature incurred in the performance of this Contract. These Records shall be subject at all reasonable times to monitoring, inspection, review or audit by authorized employees or agents of the State or, where applicable, federal agencies. The Contractor shall retain all such Records concerning this Contract for a period of three (3) years after the completion and submission to the State of the Contractor's annual financial audit.

19. **Protection of Personal Information.**

(a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Personal Information Breach any and all Personal Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.

<http://www.ct.gov/doit/cwp/view.asp?a=1245&q=253968><http://www.ct.gov/doit/cwp/view.asp?a=1245&q=253968>

(b) Each Contractor or Contractor Party shall implement and maintain a comprehensive data security program for the protection of Personal Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Personal Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Personal Information. Such data-security program shall include, but not be limited to, the following:

- (1) A security policy for employees related to the storage, access and transportation of data containing Personal Information;
- (2) Reasonable restrictions on access to records containing Personal Information, including access to any locked storage where such records are kept;
- (3) A process for reviewing policies and security measures at least annually;
- (4) Creating secure access controls to Personal Information, including but not limited to passwords; and
- (5) Encrypting of Personal Information that is stored on laptops, portable devices or being transmitted electronically.

(c) The Contractor and Contractor Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Personal Information which Contractor or Contractor Parties possess or control has been subject to a Personal Information Breach. If a Personal Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Personal Information Breach. Such credit monitoring or protection plan shall include, but is not limited

to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Personal Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.

(d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Personal Information in the same manner as provided for in this Section.

(e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of the Department.

20. **Workforce Analysis.** The Contractor shall provide a workforce Analysis Affirmative Action report related to employment practices and procedures.

21. **Litigation.**

(a) The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Contract, no later than ten (10) days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.

(b) The Contractor shall provide written Notice to the Agency of any final decision by any tribunal or state or federal agency or court which is adverse to the Contractor or which results in a settlement, compromise or claim or agreement of any kind for any action or proceeding brought against the Contractor or its employee or agent under the Americans with Disabilities Act of 1990 as revised or amended from time to time, Executive Orders Nos. 3 & 17 of Governor Thomas J. Meskill and any other requirements of federal or state law concerning equal employment opportunities or nondiscriminatory practices.

22. **Sovereign Immunity.** The Contractor and Contractor Parties acknowledge and agree that nothing in the Contract, or the solicitation leading up to the Contract, shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this Section conflicts with any other Section, this Section shall govern.

#### Section D. Changes to the Contract, Termination, Cancellation and Expiration.

1. **Contract Amendment.**

(a) No amendment to or modification or other alteration of this Contract shall be valid or binding upon the parties unless made in writing, signed by the parties and, if applicable, approved by the OAG.

(b) The Agency may amend this Contract to reduce the contracted amount of compensation if:

- (1) the total amount budgeted by the State for the operation of the Agency or Services provided under the program is reduced or made unavailable in any way; or
  - (2) federal funding reduction results in reallocation of funds within the Agency.
- (c) If the Agency decides to reduce the compensation, the Agency shall send written Notice to the Contractor. Within twenty (20) Days of the Contractor's receipt of the Notice, the Contractor and the Agency shall negotiate the implementation of the reduction of compensation unless the parties mutually agree that such negotiations would be futile. If the parties fail to negotiate an implementation schedule, then the Agency may terminate the Contract effective no earlier than sixty (60) Days from the date that the Contractor receives written notification of Termination and the date that work under this Contract shall cease.

**2. Contractor Changes and Assignment.**

- (a) The Contractor shall notify the Agency in writing:
- (1) at least ninety (90) days prior to the effective date of any fundamental changes in the Contractor's corporate status, including merger, acquisition, transfer of assets, and any change in fiduciary responsibility;
  - (2) no later than ten (10) days from the effective date of any change in:
    - (A) its certificate of incorporation or other organizational document;
    - (B) more than a controlling interest in the ownership of the Contractor; or
    - (C) the individual(s) in charge of the performance.
- (b) No such change shall relieve the Contractor of any responsibility for the accuracy and completeness of the performance. The Agency, after receiving written Notice from the Contractor of any such change, may require such contracts, releases and other instruments evidencing, to the Agency's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that allowance has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to the Agency in accordance with the terms of the Agency's written request. The Agency may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to perform under the Contract until performance is fully completed.
- (c) Assignment. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of the Agency.
- (1) The Contractor shall comply with requests for documentation deemed to be appropriate by the Agency in considering whether to consent to such assignment.

- (2) The Agency shall notify the Contractor of its decision no later than forty-five (45) Days from the date the Agency receives all requested documentation.
- (3) The Agency may void any assignment made without the Agency's consent and deem such assignment to be in violation of this Section and to be in Breach of the Contract. Any cancellation of this Contract by the Agency for a Breach shall be without prejudice to the Agency's or the State's rights or possible claims against the Contractor.

**3. Breach.**

- (a) If either party Breaches this Contract in any respect, the non-breaching party shall provide written notice of the Breach to the breaching party and afford the breaching party an opportunity to cure within ten (10) Days from the date that the breaching party receives the notice. In the case of a Contractor Breach, the Agency may modify the ten (10) day cure period in the notice of Breach. The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure, but the nature of the Breach is such that it cannot be cured within the right to cure period. The Notice may include an effective Contract cancellation date if the Breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the cancellation date, no further action shall be required of any party to effect the cancellation as of the stated date. If the notice does not set forth an effective Contract cancellation date, then the non-breaching party may cancel the Contract by giving the breaching party no less than twenty four (24) hours' prior written Notice after the expiration of the cure period.
- (b) If the Agency believes that the Contractor has not performed according to the Contract, the Agency may:
  - (1) withhold payment in whole or in part pending resolution of the performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due in accordance with the budget;
  - (2) temporarily discontinue all or part of the Services to be provided under the Contract;
  - (3) permanently discontinue part of the Services to be provided under the Contract;
  - (4) assign appropriate State personnel to provide contracted for Services to assure continued performance under the Contract until such time as the contractual Breach has been corrected to the satisfaction of the Agency;
  - (5) require that contract funding be used to enter into a subcontract with a person or persons designated by the Agency in order to bring the program into contractual compliance;
  - (6) take such other actions of any nature whatsoever as may be deemed appropriate for the best interests of the State or the program(s) provided under this Contract or both; or
  - (7) any combination of the above actions.
- (c) The Contractor shall return all unexpended funds to the Agency no later than thirty (30) calendar days after the Contractor receives a demand from the Agency.

- (d) In addition to the rights and remedies granted to the Agency by this Contract, the Agency shall have all other rights and remedies granted to it by law in the event of Breach of or default by the Contractor under the terms of this Contract.
  - (e) The action of the Agency shall be considered final. If at any step in this process the Contractor fails to comply with the procedure and, as applicable, the mutually agreed plan of correction, the Agency may proceed with Breach remedies as listed under this section.
4. **Non-enforcement Not to Constitute Waiver.** No waiver of any Breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent Breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity. A party's failure to insist on strict performance of any section of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of performance and shall not be deemed to be a waiver of any subsequent rights, remedies or Breach.
5. **Suspension.** If the Agency determines in its sole discretion that the health and welfare of the Clients or public safety is being adversely affected, the Agency may immediately suspend in whole or in part the Contract without prior notice and take any action that it deems to be necessary or appropriate for the benefit of the Clients. The Agency shall notify the Contractor of the specific reasons for taking such action in writing within five (5) Days of immediate suspension. Within five (5) Days of receipt of this notice, the Contractor may request in writing a meeting with the Agency Head or designee. Any such meeting shall be held within five (5) Days of the written request, or such later time as is mutually agreeable to the parties. At the meeting, the Contractor shall be given an opportunity to present information on why the Agency's actions should be reversed or modified. Within five (5) Days of such meeting, the Agency shall notify the Contractor in writing of his/her decision upholding, reversing or modifying the action of the Agency head or designee. This action of the Agency head or designee shall be considered final.
6. **Ending the Contractual Relationship.**
- (a) This Contract shall remain in full force and effect for the duration of its entire term or until such time as it is terminated earlier by either party or cancelled. Either party may terminate this contract by providing at least sixty (60) days prior written notice pursuant to the Notice requirements of this Contract.
  - (b) The Agency may immediately terminate the Contract in whole or in part whenever the Agency makes a determination that such termination is in the best interest of the State. Notwithstanding Section D.2, the Agency may immediately terminate or cancel this Contract in the event that the Contractor or any subcontractors becomes financially unstable to the point of threatening its ability to conduct the services required under this Contract, ceases to conduct business in the normal course, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or its assets.
  - (c) The Agency shall notify the Contractor in writing of Termination pursuant to subsection (b) above, which shall specify the effective date of termination and the extent to which the Contractor must complete or immediately cease performance. Such Notice of Termination shall be sent in accordance with the Notice provision contained on page 1 of this Contract. Upon receiving the Notice from the Agency, the Contractor shall immediately discontinue all Services affected in accordance with the Notice, undertake all reasonable and necessary efforts to mitigate any losses or damages, and deliver to the Agency all Records as defined in Section A.14, unless otherwise instructed by the Agency

in writing, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection of Clients and preservation of any and all property. Such Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the specified records whichever is less. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to ASCII or .TXT.

- (d) The Agency may terminate the Contract at any time without prior notice when the funding for the Contract is no longer available.
- (e) The Contractor shall deliver to the Agency any deposits, prior payment, advance payment or down payment if the Contract is terminated by either party or cancelled within thirty (30) days after receiving demand from the Agency. The Contractor shall return to the Agency any funds not expended in accordance with the terms and conditions of the Contract and, if the Contractor fails to do so upon demand, the Agency may recoup said funds from any future payments owing under this Contract or any other contract between the State and the Contractor. Allowable costs, as detailed in audit findings, incurred until the date of termination or cancellation for operation or transition of program(s) under this Contract shall not be subject to recoupment.

**7. Transition after Termination or Expiration of Contract.**

- (a) If this Contract is terminated for any reason, cancelled or it expires in accordance with its term, the Contractor shall do and perform all things which the Agency determines to be necessary or appropriate to assist in the orderly transfer of Clients served under this Contract and shall assist in the orderly cessation of Services it performs under this Contract. In order to complete such transfer and wind down the performance, and only to the extent necessary or appropriate, if such activities are expected to take place beyond the stated end of the Contract term then the Contract shall be deemed to have been automatically extended by the mutual consent of the parties prior to its expiration without any affirmative act of either party, including executing an amendment to the Contract to extend the term, but only until the transfer and winding down are complete.
- (b) If this Contract is terminated, cancelled or not renewed, the Contractor shall return to the Agency any equipment, deposits or down payments made or purchased with start-up funds or other funds specifically designated for such purpose under this Contract in accordance with the written instructions from the Agency in accordance with the Notice provision of this Contract. Written instructions shall include, but not be limited to, a description of the equipment to be returned, where the equipment shall be returned to and who is responsible to pay for the delivery/shipping costs. Unless the Agency specifies a shorter time frame in the letter of instructions, the Contractor shall affect the returns to the Agency no later than sixty (60) days from the date that the Contractor receives Notice.

**E. Statutory and Regulatory Compliance.**

**1. Health Insurance Portability and Accountability Act of 1996.**

- (a) If the Contractor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a

Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.

- (b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and
- (c) The State of Connecticut Agency named on page 1 of this Contract (“Agency”) is a “covered entity” as that term is defined in 45 C.F.R. § 160.103; and
- (d) The Contractor, on behalf of the Agency, performs functions that involve the use or disclosure of “individually identifiable health information,” as that term is defined in 45 C.F.R. § 160.103; and
- (e) The Contractor is a “business associate” of the Agency, as that term is defined in 45 C.F.R. § 160.103; and
- (f) The Contractor and the Agency agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”), (Pub. L. 111-5, §§ 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.
- (g) Definitions
  - (1) “Breach” shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. § 17921(1)).
  - (2) “Business Associate” shall mean the Contractor.
  - (3) “Covered Entity” shall mean the Agency of the State of Connecticut named on page 1 of this Contract.
  - (4) “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 C.F.R. § 164.501.
  - (5) “Electronic Health Record” shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. § 17921(5)).
  - (6) “Individual” shall have the same meaning as the term “individual” in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
  - (7) “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
  - (8) “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.



- (9) "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
  - (10) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
  - (11) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.
  - (12) "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.
  - (13) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
  - (14) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.
  - (15) "Unsecured protected health information" shall have the same meaning as the term as defined in section 13402(h)(1)(A) of HITECH. Act. (42 U.S.C. §17932(h)(1)(A)).
- (h) Obligations and Activities of Business Associates.
- (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
  - (2) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.
  - (3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
  - (4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
  - (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
  - (6) Business Associate agrees to insure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Section of the Contract to Business Associate with respect to such information.
  - (7) Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner agreed to by the parties, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.

- (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner agreed to by the parties.
- (9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- (10) Business Associate agrees to 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 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (11) Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with subsection (h)(10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (12) Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
- (13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. §§ 164.504(e), 164.308, 164.310, 164.312, and 164.316.
- (14) In the event that an individual requests that the Business Associate
  - (A) restrict disclosures of PHI;
  - (B) provide an accounting of disclosures of the individual's PHI; or
  - (C) provide a copy of the individual's PHI in an electronic health record,the Business Associate agrees to notify the covered entity, in writing, within five business days of the request.
- (15) Business Associate agrees that it shall not, directly or indirectly, receive any remuneration in exchange for PHI of an individual without

- (A) the written approval of the covered entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and
  - (B) the valid authorization of the individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act, (42 U.S.C. § 17935(d)(2)) and in any accompanying regulations
- (16) Obligations in the Event of a Breach.
- (A) The Business Associate agrees that, following the discovery of a breach of unsecured protected health information, it shall notify the Covered Entity of such breach in accordance with the requirements of section 13402 of HITECH (42 U.S.C. § 17932(b)) and this Section of the Contract.
  - (B) Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the breach is discovered by the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to section 13402(g) of HITECH (42 U.S.C. § 17932(g)). A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate. The notification shall include the identification and last known address, phone number and email address of each individual (or the next of kin of the individual if the individual is deceased) whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
  - (C) The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
    1. A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known.
    2. A description of the types of unsecured protected health information that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
    3. The steps the Business Associate recommends that individuals take to protect themselves from potential harm resulting from the breach.
    4. A detailed description of what the Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches.
    5. Whether a law enforcement official has advised either verbally or in writing the Business Associate that he or she has determined that notification or notice to individuals or the posting required under section 13402 of the HITECH Act would impede a criminal investigation or cause damage to

national security and; if so, include contact information for said official.

- (D) Business Associate agrees to provide appropriate staffing and have established procedures to ensure that individuals informed by the Covered Entity of a breach by the Business Associate have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site or a postal address. For breaches involving ten or more individuals whose contact information is insufficient or out of date to allow written notification under 45 C.F.R. § 164.404(d)(1)(i), the Business Associate shall notify the Covered Entity of such persons and maintain a toll-free telephone number for ninety (90) days after said notification is sent to the Covered Entity. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.
  - (E) Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.
- (i) Permitted Uses and Disclosure by Business Associate.
- (1) General Use and Disclosure Provisions Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
  - (2) Specific Use and Disclosure Provisions
    - (A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
    - (B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
    - (C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

- (j) Obligations of Covered Entity.
  - (1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
  - (2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
  - (3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (k) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.
- (l) Term and Termination.
  - (1) Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with provision (h)(10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
  - (2) Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
    - (A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
    - (B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
    - (C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
  - (3) Effect of Termination.
    - (A) Except as provided in (l)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or

received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with section (h)(10) of this Section of the Contract to the Covered Entity within ten business days of the notice of termination. This section shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

(B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

(m) Miscellaneous Sections.

- (1) Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
- (2) Amendment. The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- (3) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.
- (4) Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
- (5) Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
- (6) Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the sections of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.

(7) Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this section of the contract, under HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

2. **Americans with Disabilities Act.** The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 (<http://www.ada.gov/>) as amended from time to time ("Act") to the extent applicable, during the term of the Contract. The Agency may cancel or terminate this Contract if the Contractor fails to comply with the Act. The Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. The Contractor warrants that it shall hold the State harmless from any liability which may be imposed upon the state as a result of any failure of the Contractor to be in compliance with this Act. As applicable, the Contractor shall comply with section 504 of the Federal Rehabilitation Act of 1973, as amended from time to time, 29 U.S.C. § 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.
3. **Utilization of Minority Business Enterprises.** The Contractor shall perform under this Contract in accordance with 45 C.F.R. Part 74; and, as applicable, C.G.S. §§ 4a-60 to 4a-60a and 4a-60g to carry out this policy in the award of any subcontracts.
4. **Priority Hiring.** Subject to the Contractor's exclusive right to determine the qualifications for all employment positions, the Contractor shall give priority to hiring welfare recipients who are subject to time-limited welfare and must find employment. The Contractor and the Agency shall work cooperatively to determine the number and types of positions to which this Section shall apply.
5. **Non-discrimination.**

(a) For purposes of this Section, the following terms are defined as follows:

- i. "Commission" means the Commission on Human Rights and Opportunities;
- ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
- iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
- v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or

- substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- vii. "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
  - viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
  - ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
  - x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to



pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

(g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing

such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

**6. Freedom of Information.**

- (a) Contractor acknowledges that the Agency must comply with the Freedom of Information Act, C.G.S. §§ 1-200 *et seq.* (“FOIA”) which requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption, as defined by C.G.S. § 1-210(b).
- (b) Governmental Function. In accordance with C.G.S. § 1-218, if the amount of this Contract exceeds two million five hundred thousand dollars (\$2,500,000), and the Contractor is a “person” performing a “governmental function”, as those terms are defined in C.G.S. §§ 1-200(4) and (11), the Agency is entitled to receive a copy of the Records and files related to the Contractor’s performance of the governmental function, which may be disclosed by the Agency pursuant to the FOIA.

**7. Whistleblowing.** This Contract is subject to C.G.S. § 4-61dd if the amount of this Contract is a “large state contract” as that term is defined in C.G.S. § 4-61dd(h). In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee’s disclosure of information to any employee of the Contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars (\$5,000) for each offense, up to a maximum of twenty per cent (20%) of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day’s continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state Contractor, as defined in the statute, shall post a notice of the relevant sections of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

**8. Executive Orders.** This Contract is subject to Executive Order No. 3 of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices; Executive Order No. 17 of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings; Executive Order No. 16 of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace. This Contract may also be subject to Executive Order 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. All of these Executive orders are incorporated into and made a part of the Contract as if they had been fully set forth in it. At the Contractor’s request, the Agency shall provide a copy of these Orders to the Contractor.

**9. Campaign Contribution Restrictions.** For all State contracts as defined in C.G.S. § 9-612(g) the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission’s (“SEEC”) notice advising state contractors of state campaign

contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See SEEC Form 11 reproduced below:

[www.ct.gov/seec](http://www.ct.gov/seec)[www.ct.gov/seec](http://www.ct.gov/seec)



## Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (*italicized words are defined on the reverse side of this page*).

### CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall knowingly *solicit* contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

### DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

### PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

**Civil penalties**—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

**Criminal penalties**—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

### CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/seec](http://www.ct.gov/seec). Click on the link to "Lobbyist/Contractor Limitations."



## DEFINITIONS

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100.

"Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty-first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

**SIGNATURES AND APPROVALS**

**17DSS1203HC/999-3HC-MED-01**

The Contractor **IS** a Business Associate under the Health Insurance Portability and Accountability Act of 1996 as amended

Documentation necessary to demonstrate the authorization to sign must be attached.

**CONTRACTOR - Total Transit, Inc.**

  
\_\_\_\_\_  
Lawrence Eisel, Chief Financial Officer

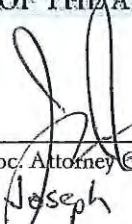
11/14/17  
Date

**DEPARTMENT OF SOCIAL SERVICES**

  
\_\_\_\_\_  
RODERICK L. BREMBY, *Commissioner*

11/15/17  
Date

**OFFICE OF THE ATTORNEY GENERAL**

  
\_\_\_\_\_  
ASST./Assoc. Attorney General (Approved as to form)  
Joseph Rubin

11/29/17

# WORKFORCE ANALYSIS

Contractor **Total Transit, Inc.**

Address **4600 W Camelback Road, Glendale, AZ .85301**

Number of Connecticut Employees	
Full-time: <u>34</u>	Part-time: _____
Employment figures obtained from	
Visual Check <input type="checkbox"/>	Employment Records <input checked="" type="checkbox"/>
Other <input type="checkbox"/>	_____

JOB CATEGORIES	TOTALS	WHITE (Not of Hispanic Origin)		BLACK (Not of Hispanic Origin)		HISPANIC		ASIAN OR PACIFIC ISLANDER		AMER INDIAN OR ALASKAN NATIVE		PERSON WITH DISABILITIES	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Officials & Managers		1				1							
Professionals		3	1		2	2		1					
Technicians													
Service Workers			3	2	13	2	7						
Office & Clerical													
Craft Workers (Skilled)													
Operators (Semi-Skilled)													
Laborers (Unskilled)													
<b>TOTALS</b>		<b>4</b>	<b>4</b>	<b>2</b>	<b>15</b>	<b>2</b>	<b>10</b>		<b>1</b>				
Totals One Year Ago													

### FORMAL ON-THE-JOB-TRAINEES

Apprentices													
Trainees													

1. Have you successfully implemented an Affirmative Action Plan?

Yes  No  If yes, date of implementation \_\_\_\_\_ ; If no, explain \_\_\_\_\_  
 Do you promise to develop and implement a successful Affirmative Action Plan?

Yes  No  N/A  Explain: \_\_\_\_\_

2. Have you successfully developed an apprenticeship program complying with Sec. 46a-68-1 to 46a-68-17 of the Connecticut Department of Labor Regulations, inclusive:

Yes  No  N/A  Explain: \_\_\_\_\_


3. According to EEO-1 data, is the composition of your work force at or near parity when compared with the racial and sexual composition of the work force in the relevant labor market area?

Yes  No  Explain: \_\_\_\_\_

4. If you plan to subcontract, will you set aside a portion of the contract for legitimate minority business enterprises?

Yes  No  Explain: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_



Date: \_\_\_\_\_

11/14/12



STATE OF CONNECTICUT

Written or electronic PDF copy of the written certification to accompany a large state contract pursuant to P.A. No. 13-162 (Prohibiting State Contracts With Entities Making Certain Investments In Iran)

Respondent Name: TOTAL TRANSIT, INC

INSTRUCTIONS:

CHECK ONE: [X] Initial Certification. [ ] Amendment or renewal.

A. Who must complete and submit this form. Effective October 1, 2013, this form must be submitted for any large state contract, as defined in section 4-250 of the Connecticut General Statutes.

Pursuant to P.A. No. 13-162, upon submission of a bid or prior to executing a large state contract, the certification portion of this form must be completed by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization or other business organization whose principal place of business is located outside of the United States.

Check applicable box:

[X] Respondent's principal place of business is within the United States or Respondent is a United States subsidiary of a foreign corporation. Respondents who check this box are not required to complete the certification portion of this form, but must submit this form with its Invitation to Bid ("ITB"), Request for Proposal ("RFP") or contract package if there was no bid process.

[ ] Respondent's principal place of business is outside the United States and it is not a United States subsidiary of a foreign corporation. CERTIFICATION required. Please complete the certification portion of this form and submit it with the ITB or RFP response or contract package if there was no bid process.

B. Additional definitions.

- 1) "Large state contract" has the same meaning as defined in section 4-250 of the Connecticut General Statutes;
2) "Respondent" means the person whose name is set forth at the beginning of this form; and
3) "State agency" and "quasi-public agency" have the same meanings as provided in section 1-79 of the Connecticut General Statutes.

C. Certification requirements.

No state agency or quasi-public agency shall enter into any large state contract, or amend or renew any such contract with any Respondent whose principal place of business is located outside the United States and is not a United States subsidiary of a foreign corporation unless the Respondent has submitted this certification.

Complete all sections of this certification and sign and date it, under oath, in the presence of a Commissioner of the Superior Court, a Notary Public or a person authorized to take an oath in another state.

CERTIFICATION:

I, the undersigned, am the official authorized to execute contracts on behalf of the Respondent. I certify that:

[X] Respondent has made no direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010.

[ ] Respondent has either made direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, or Respondent made such an investment prior to October 1, 2013 and has now increased or renewed such an investment on or after said date, or both.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

TOTAL TRANSIT, INC
Printed Respondent Name

[Signature]
Signature of Authorized Official

LAWRENCE E. [Signature]
Printed Name of Authorized Official



Subscribed and acknowledged before me this 14 day of November, 2017.

[Signature]
Commissioner of the Superior Court (or Notary Public)

1-4-2018
My Commission Expires



W-1270

STATE OF CONNECTICUT - DEPARTMENT OF SOCIAL SERVICES

REQUEST FOR PAYMENT

DSS ACCOUNTS PAYABLE

Voucher #: VR Processed by: VR Date: Voucher Approved by:

Date:

PAYEE INFORMATION

Vendor Invoice #: \_\_\_\_\_

Vendor/Contractor Name: Total Transit, Inc.

Business Address: 4600 W Camelback Road, Glendale, AZ .85301

Remittance Address: (where the check is to be mailed - YOU MUST FILL THIS IN)

Total Transit, Inc.  
4600 W Camelback Road, Glendale, AZ 85301

Purchase/Contract Type:  PO  POS  PSA  MOA/TI  BOND

Check One:  Competitive  Non-Competitive

Spending Plan Code: MED

CORE-CT Contract #: 17DSS1203HC/

DSS Contract #: 999-3HC-MED-01

PO #:

FEIN #:

Contract Period:

Payment Period:

Total Contract:

Previous Payments:

This Payment:

Check One:

Receipt # \_\_\_\_\_

Vendor #

From: 01/01/2018

To: 12/31/2020

From: \_\_\_\_\_

To: \_\_\_\_\_

\$ Administration Fee and PMPM

\$ \_\_\_\_\_

\$ \_\_\_\_\_

Program is operating in compliance with Contract and expenditures have been incurred accordingly.

Authorization: \_\_\_\_\_

Lawrence Eisel

*Lawrence Eisel*  
Contractor Signature

11/14/17  
Date

Contractor Name (print)

DON'T FILL IN BELOW - THIS IS FOR DSS USE ONLY: DSS PROGRAM VERIFICATION - If multi funding source, provide all appropriate accounts.

Amount	Budget Reference	Fund	Department	Program	SID	Account	Project/Grant	Chartfield 1	Chartfield 2
\$	20		DSS					168	
\$	20		DSS					168	
\$	20		DSS					168	
\$	20		DSS					168	

I do certify that this program is operating in compliance with Contract and expenditures are authorized and properly chargeable as indicated.

Authorization: Patricia Cronin  
DSS PROGRAM STAFF REP Signature

Date

(860) 424-5636  
Phone #

Co-sign (if required) Signature Phone #

DSS FISCAL STAFF APPROVAL - Name (sign & date)

- \*Financial Report Required  Yes  No
- \*Financial Report within last 3 mos.  Yes  No
- \*Attach Explanation If Report Is More Than 3 Months Old



STATE OF CONNECTICUT  
NONDISCRIMINATION CERTIFICATION — Affidavit  
By Entity  
For Contracts Valued at \$50,000 or More

*Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, member, or other corporate officer duly authorized to adopt corporate, company, or partnership policy that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended*

**INSTRUCTIONS:**

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Sign form in the presence of a Commissioner of Superior Court or Notary Public. Submit to the awarding State agency prior to contract execution.

**AFFIDAVIT:**

I, the undersigned, am over the age of eighteen (18) and understand and appreciate the obligations of

an oath. I am CFO of TOTAL TRANSIT, INC., an entity  
Signatory's Title Name of Entity

duly formed and existing under the laws of ARIZONA.  
Name of State or Commonwealth

I certify that I am authorized to execute and deliver this affidavit on behalf of

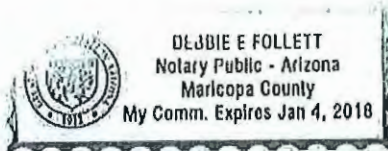
TOTAL TRANSIT, INC. and that TOTAL TRANSIT, INC.  
Name of Entity Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut

General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

[Signature]  
Authorized Signatory

LAWRENCE EISEL  
Printed Name



Sworn and subscribed to before me on this 15 day of September 2017.

[Signature]  
Commissioner of the Superior Court/  
Notary Public

1-4-2018  
Commission Expiration Date



STATE OF CONNECTICUT  
NONDISCRIMINATION CERTIFICATION – New Resolution  
By Entity  
For Contracts Valued at \$50,000 or More

Documentation in the form of a corporate, company, or partnership policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of a contractor that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Submit to the awarding State agency prior to contract execution.

CERTIFICATION OF RESOLUTION:

I, LAWRENCE EISEL, CFO, of TOTAL TRANSIT, INC.,  
Authorized Signatory Title  
Name of Entity

an entity duly formed and existing under the laws of ARIZONA,  
Name of State or Commonwealth

certify that the following is a true and correct copy of a resolution adopted on the 15 day of  
SEPTEMBER, 20 17 by the governing body of TOTAL TRANSIT, INC.,  
Name of Entity

In accordance with all of its documents of governance and management and the laws of  
ARIZONA, and further certify that such resolution has not been modified  
Name of State or Commonwealth

or revoked, and is in full force and effect.

RESOLVED: That the policies of TOTAL TRANSIT, INC. comply with the  
Name of Entity  
nondiscrimination agreements and warranties of Connecticut General Statutes  
§§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

The undersigned has executed this certificate this 15 day of SEPTEMBER, 20 17.

[Signature]  
Authorized Signatory

9/15/17  
Date

LAWRENCE EISEL  
Printed Name

September 15, 2017

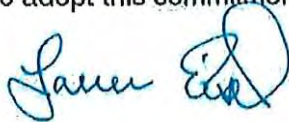
### **Resolution of Non-Discrimination**

Total Transit, Inc. agrees and warrants that in the performance of any contract with the State of Connecticut that Total Transit Inc., and its subsidiaries, will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation.

Total Transit, Inc. agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the organizations employment practices and procedures.

Total Transit, Inc. will notify the State of Connecticut, within thirty days of any revisions to this commitment.

Total Transit, Inc. will, through subcontractor agreements, require subcontractor to adopt this commitment.



Lawrence Eisel  
Chief Financial Officer  
Total Transit, Inc.



STATE OF CONNECTICUT

Written or electronic PDF copy of the written certification to accompany a large state contract pursuant to P.A. No. 13-162 (Prohibiting State Contracts With Entities Making Certain Investments In Iran)

Respondent Name: \_\_\_\_\_

INSTRUCTIONS:

CHECK ONE:  Initial Certification.
 Amendment or renewal.

A. Who must complete and submit this form. Effective October 1, 2013, this form must be submitted for any large state contract, as defined in section 4-250 of the Connecticut General Statutes.

Pursuant to P.A. No. 13-162, upon submission of a bid or prior to executing a large state contract, the certification portion of this form must be completed by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization or other business organization whose principal place of business is located outside of the United States.

Check applicable box:

- Respondent's principal place of business is within the United States or Respondent is a United States subsidiary of a foreign corporation. Respondents who check this box are not required to complete the certification portion of this form, but must submit this form with its Invitation to Bid (ITB), Request for Proposal (RFP) or contract package if there was no bid process.
Respondent's principal place of business is outside the United States and it is not a United States subsidiary of a foreign corporation. CERTIFICATION required. Please complete the certification portion of this form and submit it with the ITB or RFP response or contract package if there was no bid process.

B. Additional definitions.

- 1) "Large state contract" has the same meaning as defined in section 4-250 of the Connecticut General Statutes;
2) "Respondent" means the person whose name is set forth at the beginning of this form; and
3) "State agency" and "quasi-public agency" have the same meanings as provided in section 1-79 of the Connecticut General Statutes.

C. Certification requirements.

No state agency or quasi-public agency shall enter into any large state contract, or amend or renew any such contract with any Respondent whose principal place of business is located outside the United States and is not a United States subsidiary of a foreign corporation unless the Respondent has submitted this certification.

Complete all sections of this certification and sign and date it, under oath, in the presence of a Commissioner of the Superior Court, a Notary Public or a person authorized to take an oath in another state.

CERTIFICATION:

I, the undersigned, am the official authorized to execute contracts on behalf of the Respondent. I certify that:

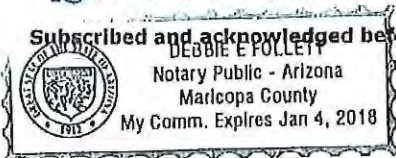
Respondent has made no direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010.

Respondent has either made direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, or Respondent made such an investment prior to October 1, 2013 and has now increased or renewed such an investment on or after said date, or both.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

TOTAL TRANSIT, INC
Printed Respondent Name
Signature of Authorized Official

LAWRENCE EISEL
Printed Name of Authorized Official



Subscribed and acknowledged before me this 15 day of September, 2017.
Signature of Commissioner/Notary
Commissioner of the Superior Court (or Notary Public)

1-4-2018
My Commission Expires



**STATE OF CONNECTICUT  
GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION**

*Written or electronic certification to accompany a State contract with a value of \$50,000 or more, pursuant to C.G.S. §§ 4-250, 4-252(c) and 9-612(f)(2) and Governor Dannel P. Malloy's Executive Order 49.*

**INSTRUCTIONS:**

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (I) not later than thirty (30) days after the effective date of such change or (II) upon the submittal of any new bid or proposal for a contract, whichever is earlier. Such person shall also submit an accurate, updated certification not later than fourteen days after the twelve-month anniversary of the most recently filed certification or updated certification.

**CHECK ONE:**  Initial Certification     12 Month Anniversary Update (Multi-year contracts only.)

Updated Certification because of change of information contained in the most recently filed certification or twelve-month anniversary update.

**GIFT CERTIFICATION:**

As used in this certification, the following terms have the meaning set forth below:

- 1) "Contract" means that contract between the State of Connecticut (and/or one or more of its agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
- 2) If this is an Initial Certification, "Execution Date" means the date the Contract is fully executed by, and becomes effective between, the parties; if this is a twelve-month anniversary update, "Execution Date" means the date this certification is signed by the Contractor;
- 3) "Contractor" means the person, firm or corporation named as the contractor below;
- 4) "Applicable Public Official or State Employee" means any public official or state employee described in C.G.S. § 4-252(c)(1)(I) or (II);
- 5) "Gift" has the same meaning given that term in C.G.S. § 4-250(1);
- 6) "Principals or Key Personnel" means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am a Principal or Key Personnel of the person, firm or corporation authorized to execute this certification on behalf of the Contractor. I hereby certify that, no gifts were made by (A) such person, firm, corporation, (B) any principals and key personnel of the person, firm or corporation who participate substantially in preparing bids, proposals or negotiating state contracts or (C) any agent of such, firm, corporation, or principals or key personnel who participates substantially in preparing bids, proposals or negotiating state contracts, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for state contracts who participates substantially in the preparation of bid solicitations or request for proposals for state contracts or the negotiation or award of state contracts or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency.

I further certify that no Principals or Key Personnel know of any action by the Contractor to circumvent (or which would result in the circumvention of) the above certification regarding Gifts by providing for any other Principals, Key Personnel, officials, or employees of the Contractor, or its or their agents, to make a Gift to any Applicable Public Official or State Employee. I further certify that the Contractor made the bid or proposal for the Contract without fraud or collusion with any person.

**CAMPAIGN CONTRIBUTION CERTIFICATION:**

I further certify that, on or after January 1, 2011, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(f)(1), has made any **campaign contributions** to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(f)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after January 1, 2011 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(f)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:

**Lawful Campaign Contributions to Candidates for Statewide Public Office:**

Contribution Date	Name of Contributor	Recipient	Value	Description
NONE				

**Lawful Campaign Contributions to Candidates for the General Assembly:**

Contribution Date	Name of Contributor	Recipient	Value	Description
NONE				

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

TOTAL TRANSIT INC.  
 Printed Contractor Name  
[Signature]  
 Signature of Authorized Official

LAWRENCE EISEL  
 Printed Name of Authorized Official



Subscribed and acknowledged before me this 15 day of Sept., 20 17  
[Signature]  
 Commissioner of the Superior Court (or Notary Public)

1-4-2018  
 My Commission Expires



STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

Affidavit to accompany a bid or proposal for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b). For sole source or no bid contracts the form is submitted at time of contract execution.

INSTRUCTIONS:

If the bidder or vendor has entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete all sections of the form. If the bidder or contractor has entered into more than one such consulting agreement, use a separate form for each agreement. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public. If the bidder or contractor has not entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete only the shaded section of the form. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public.

Submit completed form to the awarding State agency with bid or proposal. For a sole source award, submit completed form to the awarding State agency at the time of contract execution.

This affidavit must be amended if there is any change in the information contained in the most recently filed affidavit not later than (i) thirty days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

AFFIDAVIT: [Number of Affidavits Sworn and Subscribed On This Day: \_\_\_\_]

I, the undersigned, hereby swear that I am a principal or key personnel of the bidder or contractor awarded a contract, as described in Connecticut General Statutes § 4a-81(b), or that I am the individual awarded such a contract who is authorized to execute such contract. I further swear that I have not entered into any consulting agreement in connection with such contract, except for the agreement listed below:

Jane Murphy, Chief, Govt affairs group; Martha Cullina, LLP
Consultant's Name and Title; Name of Firm (If applicable)
October 2016; Ongoing; \$30,000/year
Start Date; End Date; Cost

Description of Services Provided: Government affairs consultants providing legislative and administrative guidance

Is the consultant a former State employee or former public official? [X] YES [ ] NO

IF YES: CT State Senate; 1994
Name of Former State Agency; Termination Date of Employment

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

TOTAL TRANSIT, INC.; Lawrence Eiser; 9/15/17
Printed Name of Bidder or Contractor; Signature of Principal or Key Personnel; Date



Lawrence Eiser; Awarding State Agency

Sworn and subscribed before me on this 15th day of September, 2017.

Debbie E Follett; Commissioner of the Superior Court or Notary Public

1-4-2018; My Commission Expires





STATE OF CONNECTICUT
AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

Written or electronic affirmation to accompany a large State construction or procurement contract, having a cost of more than \$500,000, pursuant to Connecticut General Statutes §§ 1-101mm and 1-101qq

INSTRUCTIONS:

Complete all sections of the form. Submit completed form to the awarding State agency or contractor, as directed below.

CHECK ONE:

- I am a person seeking a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency with my bid or proposal. [Check this box if the contract will be awarded through a competitive process.]
I am a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency at the time of contract execution. [Check this box if the contract was a sole source award.]
I am a subcontractor or consultant of a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the contractor.
I am a contractor who has already filed an affirmation, but I am updating such affirmation either (I) no later than thirty (30) days after the effective date of any such change or (II) upon the submittal of any new bid or proposal, whichever is earlier.

IMPORTANT NOTE:

Within fifteen (15) days after the request of such agency, institution or quasi-public agency for such affirmation contractors shall submit the affirmations of their subcontractors and consultants to the awarding State agency. Failure to submit such affirmations in a timely manner shall be cause for termination of the large State construction or procurement contract.

AFFIRMATION:

I, the undersigned person, contractor, subcontractor, consultant, or the duly authorized representative thereof, affirm (1) receipt of the summary of State ethics laws\* developed by the Office of State Ethics pursuant to Connecticut General Statutes § 1-81b and (2) that key employees of such person, contractor, subcontractor, or consultant have read and understand the summary and agree to comply with its provisions.

\* The summary of State ethics laws is available on the State of Connecticut's Office of State Ethics website.

Signature: Lawrence Eisel, Date: 9/15/17, Title: CFO, Firm: TOTAL TRANSPORT, INC., Street Address: 4600 W. CAMELBACK ROAD, City: GENDALE, State: AZ, Zip: 85301

Awarding State Agency