CT-10A-20130716 #0303

Encumbrance #: ~~GT-10A-Z7~~

DEPARTMENT

Agreement #: OMS-14-1008 ~~Z1~~

Vendor/Customer #: VS0000010171 ~~Z5~~

STATE OF MAINE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
Agreement to Purchase Services

THIS AGREEMENT, made this 1 day of July, 2013 is by and between the State of Maine, Department of Health and Human Services, hereinafter called "Department," and, LOGISTICARE SOLUTIONS, LLC, mailing address 1275 Peachtree Street 6th Floor, Atlanta, GA 30309, physical address 1275 Peachtree Street 6th Floor, Atlanta, GA 30309, hereinafter called "Provider," for the period of AUGUST 1, 2013 to JUNE 30, 2014.

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Department, the Broker hereby agrees with the Department to furnish all qualified personnel, facilities, materials and services and in consultation with the Department, to perform the services, study or projects described in Rider A, and under the terms of this Agreement.

The following Riders and Attachments are hereby incorporated into this Agreement and made part of it by reference:

Rider A – Specifications of Work to be Performed
Rider B – Payment and Other Provisions
Rider C – Rider B Exceptions
Rider D – Additional Requirements
Rider E – Program Requirements
Rider G – Identification of Country In Which Contracted Work Will Be Performed
Rider I – Assurance of Compliance
MaineCare Provider Agreement,
Business Associate Agreement,

WITNESSETH, that this contract is consistent with Executive Order 01 FY 11/12 or a superseding Executive Order, and complies with its requirements.

IN WITNESS WHEREOF, the Department and the Broker, by their representatives duly authorized, have executed this agreement in one original copy.

DEPARTMENT OF HEALTH AND HUMAN SERVICES

By: _____

William W. Boeschenstein, Jr., Chief Operating Officer

UNENCUMBERED
AUG 07 2013
NO FUNDS RESERVED FOR THIS CONTRACT

And

BROKER NAME

By: _____

Albert Cortina, Chief Administrative Officer

Total Agreement Amount: $5,100,000.00

Approved: _____

Chair, State Purchases Review Committee

AUG 07 2013

BP54 (Rev 6/04)

STATE OF MAINE
STANDARD AGREEMENT COVER PAGE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

DEPARTMENT Agreement # ~~Z4~~ OMS-14-1008
AdvantageME CT # 10A-~~Z7~~ 20130716 * 0303
Vendor/Customer #: ~~Z5~~ VS00000110171

Community Agency Name: LOGISTICARE SOLUTIONS, LLC

Address: 1275 Peachtree Street 6th Floor, Atlanta, GA 30309

FOR DEPARTMENT USE ONLY

Agreement Period

Effective Date: AUGUST 1, 2013
Services
Termination Date: JUNE 30, 2014
Amended Effective Date: _____
Amended Termination Date: _____
Revision

Type of Agreement

☒ Contract-State/Federal Medicaid and CHIP
☒ New
☐ Grant- Client Services
☐ Renewal
☐ Amendment
☐ Budget

CFDA #	ACCOUNT #	FY 2013 Encumbrance	FY 2014 Encumbrance	Agreement Total
1	010-10A- -01-014701-6792	$	$1,947,945.00	$1,947,945.00
2.	013-10A- -01-014701-6792	$	$3,152,055.00	$3,152,055.00
3.		$	$	$
4.		$	$	$
5.		$	$	$
6.		$	$	$
7.		$	$	$
8.		$	$	$
9.		$	$	$
10.		$	$	$
TOTALS		$	$5,100,000.00	$5,100,000.00

Agreement Routing:

Agreement Administrator Brian Sullivan
Contract Relationship Manager Michelle Probert
Vendor Contact Name and Email: Albert Cortina albertc@logisticare.com

RIDER A
SPECIFICATIONS OF WORK TO BE PERFORMED

I. AGREEMENT FUNDING SUMMARY

Medicaid: This contract provides for Non-Emergency Medical Transportation (NET) services to be delivered to Medicaid recipients by the Broker, to recipients who live in the designated service area, Transit Region 8. This is a Maine Medicaid ("MaineCare") service provided pursuant to a 1915(b) waiver approved by the Center for Medicare and Medicaid Services (CMS) on April 23, 2013, for the period July 1, 2013 through June 30, 2014. The Department will also operate these NET services in accordance with the MaineCare Benefits Manual, Section 113 (Non-Emergency Medical Transportation services). The Medicaid portion of the Agreement will be funded by federal and State Medicaid.

CHIP: This contract also provides for non-emergency medical transportation to be delivered to Children's Health Insurance Program ("CHIP") recipients, who live in the designated service area, Transit Region 8. Funding for the CHIP services will be provided separately, under CHIP funding.

A. State General Fund $ 1,947,945.00

Use of funds shall be in accordance with the terms of this Agreement, and with all federal and State of Maine requirements for Medicaid ("MaineCare") and CHIP.

B. Dedicated/Special Revenue

C. Federal Funds $ 3,152,055.00

Use of funds shall be in accordance with restrictions contained in the appropriate CFDA; with Federal OMB Circulars A-21, A-87, A-102, A-110, A-122, and A-133, as applicable; with CMR 10-144, Chapter 30, as applicable; and with the terms of this Agreement, and with all federal and State of Maine requirements for Medicaid ("MaineCare") and CHIP.

☐ CFDA# & Description (CFDA Title, award name, award no., federal awarding agency):

☐ CFDA# & Description (CFDA Title, award name, award no., federal awarding agency):

☐ CFDA# & Description (CFDA Title, award name, award no., federal awarding agency):

☐ CFDA# & Description (CFDA Title, award name, award no., federal awarding agency):

II. GENERAL REQUIREMENTS

Reporting. The Broker shall submit Reports in accordance with the specifications of the Department, according to the following schedule:

a. The Agreement sets forth reporting requirements in: Rider A, Section J; Rider B, Section 6; and also Appendix B.

b. Agreement Closeout Report
Report Period: Full Contract Period Date Due: 60 Days after termination
The Broker understands that the Reports are due within the timeframes established and that the Department will not make subsequent payment installments under this Agreement until such Reports are received, reviewed and accepted.

c. The Broker further agrees to submit such other available data, records and Reports as may be requested by the Agreement Administrator.

III. SERVICE SPECIFICATIONS AND PERFORMANCE GUIDELINES

A. DEFINITIONS

For the purpose of this Contract the following definitions are used:

1. Attendant: an employee of an agency Transporter or Broker, approved and reimbursed by the Broker, who assists the driver and accompanies a Member or group of Members during transport in order to ensure the safe operation of the vehicle and the safety of the Members.

2. Broker: the Party to this Agreement.

3. CHIP: means the federal Children's Health Insurance Program.

4. Complaint: expressions of discontent with the transportation services, that do not rise to the level of formal appeals, and have no appeal rights under this Contract.

5. Department: means the Maine Department of Health and Human Services.

6. Escort: a Personal Assistant, family member, friend, volunteer or facility employee who accompanies a Member for the entire trip and stays with the Member at the destination.

7. Incident: any unanticipated event, other than a motor vehicle accident, which results in a disruption of services provided under this contract.

8. Late: more than 15 minutes after the scheduled pick up time from a Point of Origin, more than 5 minutes after the scheduled drop-off time for an appointment, or more than 30 minutes after the scheduled pick-up time from an appointment.

9. MCBM means the MaineCare Benefits Manual, 10 144 CMR ch. 101.

10. MaineCare: means Maine Medicaid.

11. MaineCare Covered Services: services covered and reimbursed through MaineCare as provided in the MaineCare Benefits Manual.

12. Medical or Waiver Service Provider: An entity providing the MaineCare eligible service to which the Broker arranges transportation.

13. Member: means a MaineCare Member or a Children's Health Insurance Program (CHIP) member, eligible to receive MaineCare and/or CHIP covered services.

14. NET: means non-emergency transportation.

15. No Shows: A failure by the Member to utilize previously scheduled transportation, without contacting the Broker in advance of the trip to cancel it. This includes either by failing to

be at the agreed upon Point of Origin no later than 10 minutes after the scheduled pick up time, or canceling with the Transporter at their arrival at the Point of Origin location.

16. On Time: from thirty (30) minutes before until fifteen (15) minutes after the scheduled pick-up time from Point of Origin, thirty (30) minutes before until five (5) minutes after the scheduled drop-off time at an appointment/MaineCare covered service; until thirty (30) minutes after the scheduled pick-up time from an appointment/MaineCare covered service. For an unscheduled pick-up (e.g., will call after a medical appointment), "on time" is within two (2) hours of the time the Broker is notified that the Member is ready to be picked up in a rural area, and within (1) hour of the call to a Broker in an urban area.

17. Personal Assistant: a person who is designated by a Member to assist with one or more daily life functions, including helping the Member use transportation services. A fare is not charged for the personal assistant to ride with the Member.

18. Point of Origin: the location that the Member is picked up at to begin the transportation services provided herein.

19. Public Transportation: Buses, trains, ferries and other forms of transportation that charge set fares, run on fixed routes and are available to the public.

20. Records: all documents relating to the services performed under this Contract, including, but not limited to, books, notes, meeting agendas, schedules, phone records, voicemail messages, email and other communications, payrolls, papers, accounting records and any other documents that contain information regarding the subject matter of this Contract.

21. Related Travel Expenses: expenses that are necessary to ensure Member access to MaineCare or CHIP covered services that are other than routine medical services. These expenses may include overnight lodging and meal expenses.

22. Reports: regularly scheduled submissions that the Broker is contractually required to submit to the Department so that the Department can monitor the performance associated with this Contract.

23. Rural: means a geographic area that is located outside cities and towns. Whatever is not urban is rural.

24. Transporter: any entity, organization or individual that provides transportation services reimbursable by a Broker under the NET program. This includes Agency Transporters, public transportation, commercial taxis, volunteers, and friends and family.

25. Urban: A municipality with a population of fifty thousand (50,000) or greater.

26. Urgent Trip: an unscheduled and irregular situation in which there is no immediate threat to life or limb but the Member must be seen on the day of the request and treatment cannot be delayed until the next day (e.g. follow-up); appointments scheduled less than five 5 days after the last appointment; unexpected pre-operative appointments; hospital discharges; appointments for new medical conditions or tests when the Member must be seen; and dialysis).

27. Wheelchair Accessible Vehicle: motorized vehicle equipped specifically with certified wheelchair lifts or other equipment designed to allow persons in wheelchairs or other mobility devices to safely enter a vehicle and secure their wheelchair or device for transportation, in accordance with national safety standards.

B. COVERED TRANSPORTATION SERVICES

This Agreement covers the following services:

a. Non-emergency medical transportation to covered MaineCare or CHIP services, for all eligible MaineCare Members and CHIP Members, including wheelchair-bound Members.

b. Transportation to a pharmacy to obtain medication is a covered service, only in conjunction (and on the same day) as transportation to a non-pharmacy medical service.

c. Related Travel expenses, such as meals and lodging. In addition to the provision and reimbursement of transportation services, the Broker, at its sole expense, must cover and reimburse Related Travel Expenses, if the medical services for which such Expenses were incurred were prior authorized in writing by the Department.

C. TYPES OF TRANSPORTATION

a. Public Transportation, including buses, trains and ferries;

b. Family, friends, and volunteers;

c. Commercial taxis;

d. Agency Vehicle: A multiple passenger vehicle operated by a public, private nonprofit, or private for profit agency;

e. Wheelchair transport.

f. Other specialized vehicles used to provide paratransit services.

D. NON COVERED TRANSPORTATION SERVICES

This Agreement does not include the following services:

1. Ambulance Services. Ambulance services are covered in MaineCare Benefits Manual, Section 5;

2. Transportation for MaineCare residents of Nursing Facilities and Intermediate Care Facilities for the Mentally Retarded Facilities/or Pervasive Developmental Disorders. Transportation for individuals residing in Nursing Facilities (NFs) and for individuals residing in Intermediate Care Facilities for the Mentally Retarded (ICF-MR) and Intermediate Care Facilities for individuals with Intellectual Disabilities or Pervasive Developmental Disorders (ICF-IIDs) unless there has been a written request from the facility that it is unable to supply the transportation for good cause and the transportation is necessary for medically necessary medical service, and that written request has been prior approved by the Department in writing prior to the trip;

3. Medication. Transportation for separate trips to obtain medication. Transportation to pharmacies to obtain medication is a covered service only in conjunction (and on the same day) as transportation to a non-pharmacy medical service.

4. NET trips to visit sick infant/child or critically ill/injured spouse, except as allowed above for children admitted to an inpatient status.

5. NET trips for ineligible individuals. Always verify Member eligibility prior to authorizing transports.

6. NET trip to return a Member to Maine from another state unless the Member was in another state for the purpose of obtaining MaineCare or CHIP approved medical services.

7. NET trips for Members when those same trips are available at no cost to the general public or when the general public is being transported in the same vehicle at no cost.

8. NET trips where no actual client transport occurred, even if the NET trip may have been authorized by the Broker, such as a no-show or cancellation.

9. Transportation of a parent, foster parent, or guardian of any MaineCare or CHIP member, aged seventeen years or younger, to any facility in which the minor MaineCare member is admitted to an inpatient stay, for the duration of the period of hospitalization.

E. INDIVIDUALS WHO ARE ELIGIBLE TO RECEIVE NET SERVICES WHO THE BROKER IS REQUIRED TO SERVE UNDER THIS AGREEMENT

The following individuals are eligible to receive NET services, and the Broker is required to provide them services under this Agreement:

1. MaineCare Members,
2. Children's Health Insurance Program (CHIP) Members.

NET trips are only covered for eligible Members, who are being transported to covered MaineCare services which are medically necessary for the transported Member.

F. VERIFICATION OF MEMBER ELIGIBILITY

a. General eligibility. The Broker will be responsible for verifying eligibility of the Member for MaineCare or CHIP. The Broker shall use one of several options available to verify Member MaineCare eligibility: (1) reference the eligibility file provided by the Department; (2) access this information via the MaineCare eligibility web portal (https://mainecare.maine.gov/Default.aspx); or (3) use automated telephone verification using this telephone number (1-866-690-5585). If eligibility cannot be verified, transportation must be denied. Document Member's name, address and phone number to use for denial notice.

b. Specific service eligibility: The Broker will be responsible for verifying the service eligibility of the member for the service to which he/she is being transported. Some members may have restrictions on the type and amount of covered MaineCare services they may receive.

c. Confidentiality of protected Health Information: The Broker will comply with all confidentiality provisions and requirements set forth in this Agreement.

G. SERVICE AREA

The Broker is responsible for providing NET services to eligible Members when the trip originates within the Broker's service area.

This Agreement covers the service area "Transit Region 8".

Transit Region 8 covers all York County, and towns of Porter, Hiram, Brownfield, Denmark, Sweden, Fryeburg, Lovell, Stow and Stoneham.

Should a MaineCare member reside out of state for medical reasons as approved by the Department, the responsibility for providing transportation shall be delivered to the member as if they resided in the region most geographically proximate to their residence.

Geographic proximity will be defined as the shortest straight line distance between the member's residence and any point along the border of the state of Maine.
On a monthly basis, the Department will provide the Broker with a list detailing MaineCare residents residing out of state who are assigned to their region. The Broker notes that this list may change between monthly reports; and may not use the absence of a member on the monthly list as a sole reason to deny services.

See Appendix A for a map defining Transit Region 8, and a list of all towns within Transit Region 8.

H. BROKER REQUIREMENTS

1.**MaineCare Provider Agreement**: The Broker is required to have a current executed MaineCare Provider Agreement.

2. **Business Associate Agreement**: the Broker is required to have a current executed Business Associate Agreement with the Department.

3. **Working Knowledge of Federal and Maine Medicaid law and regulations**: The Broker is required to have a thorough, comprehensive and current understanding of the MaineCare and CHIP programs, including knowledge of the Maine Medicaid regulations, the MaineCare Benefits Manual, 10-144 Code Me. R. ch. 101 et seq., and the MaineCare Eligibility Manual, including any amendments thereto, see http://www.maine.gov/dhhs/ofi/mainecare-manual/index.shtml.

4. **Schedule, Assign and Dispatch Trips:** The Broker will be responsible for receiving and processing requests for NET services, and for arranging for the provision of those services, for MaineCare and CHIP members who reside in its service area. The most cost-effective method of transportation, including public transportation, shall be used for all trips.

   a. The Broker shall design, develop, or acquire a method or system to schedule, assign, and dispatch authorized transportation. This method or system must be capable of accommodating advance requests, recurring requests, and requests for urgent service.

   b. The Broker may require advance notice for routine (not urgent) transportation to MaineCare-covered services. Advance notice shall be given at least two (2) business days prior to the trip.

5. **Urgent Trips**. The Broker shall provide same day trips for Members who have urgent medical needs that do not require emergency treatment. This includes:
   (i) Urgent care; defined as a need, as assessed by the medical provider, for the Member to be seen within 48 hours.
   (ii) Post-surgical and/or medical follow-up care specified by a health care provider to occur in fewer than forty eight hours;
   (iii) Imminent availability of an appointment with a specialist when the next available appointment would require a delay of two weeks or more;
   (iv) The result of administrative or technical delay caused by the Broker and requiring that an appointment be rescheduled; and
   (v) Hospital discharges.

6. **No-Shows, Schedule Changes**. The Broker shall develop procedures to accommodate scheduling changes, No-Shows and late running vehicles. MaineCare Members may not be billed a fee for No Shows or schedule changes.

7. **Nearest appropriate provider**:

   a.The Broker shall develop procedures ensuring that transportation is provided to medical or waiver service provider who are geographically proximate to the Member. The Department will submit, on a regular basis, an updated list of providers in each service area, as a Microsoft Excel file. In the alternative, the Broker may locate this information by contacting the Department's Office of MaineCare Services Provider Relations Division, (866) 690-5585 or (207) 624-6943; http://www.maine.gov/dhhs/oms/provider/provider_index.html. A medical or waiver service

provider will be considered a "nearest appropriate provider" if the distance between the Member's residence and the provider s service location is less than or equal to:

(i) 30 Miles for non-Pharmacy medical or waiver service provider in Urban areas.
(ii) 50 Miles for non-Pharmacy medical or waiver service providers in Rural areas.
(iii) 15 Miles for Pharmacies in Urban areas.
(iv) 30 Miles for Pharmacies in Rural areas.

b.The Broker shall arrange for transportation beyond these limits when any of the following conditions exist:

(v) The Member does not have access to an appropriate provider within the mileage limits. Examples include areas lacking a particular medical specialty within the mileage limits, or if existing medical or waiver service providers in the area are unable to provide medical or waiver services to the Member.
(vi) The Member's Primary Care Physician or PCCM manager has referred the Member to a specific medical or waiver service provider whose location is beyond the mileage limit.
(vii) A specific medical or waiver service provider is designated in the member's Plan of Care for HCBS waiver services, whose location is beyond the mileage limit.
(viii) The Member requests transportation to a medical or waiver service provider with whom the Member has had an ongoing relationship for at least one (1) year and the change of the medical or waiver service provider would have a detrimental impact on the Member's care. Such determination is made by the medical or waiver service provider.

8. **Recruit and Maintain Adequate Transportation Network**:

a. The Broker shall establish a network of Transporters to deliver NET transportation services to eligible Members who live in its service area that is sufficient to provide adequate access to all services covered under this Agreement. The Broker shall secure sufficient Transporter resources (numbers and types of vehicles, drivers, and attendants, including requirements for wheelchair accessibility) under Service Agreements so that the failure of any Transporter to perform will not impede the ability of the Broker to provide NET services in accordance with the requirements of the Contract.

b. *Existing Agency Transporter*. The Broker must attempt in good faith to contract with existing agency Transporters who do business within its region(s). The Broker may provide services through Service Agreements with public, private nonprofit and private for profit organizations, and with individual qualified operators.

c. *Public Transportation*: Where it is the most cost effective means of transit, and where the Member's transportation needs can be adequately met pursuant to the requirements of this Contract, the Broker shall utilize Public Transportation to provide services in its region.

d. In establishing and maintaining the network, the Broker shall consider the following:

(i) The anticipated Medicaid and CHIP enrollment;

(ii) The expected utilization of services, taking into consideration the characteristics and health care needs of specific Medicaid and CHIP populations represented in the particular Broker's region(s);

(iii) The numbers and types (in terms of training, experience, and specialization) of Transporters required to furnish the contracted Medicaid and CHIP services;

(iv) The geographic location of Transporters and Members, considering distance, travel time, the means of transportation ordinarily used by Members, and whether the location provides physical access for Members with disabilities [42 CFR 438.206(b)(1)].

e. The Broker may negotiate rates through a competitive bid process, or utilize other strategies which ensure that the most appropriate and least costly transportation services are provided.

f. The Broker shall notify the Department (or its agent) within 24 hours of knowledge of a termination of a Transporter's Service Agreement. Within 72 hours of any such termination, the Broker shall have a plan for replacement of coverage for Members served by that Transporter.

9. Shared Rides

Non-Members may share rides with Members only if the fare or rate paid to the transporter for non-Member riders is not less than the amount paid for Members. Medicaid shall not supplement or supplant other funding sources. If there is no funding/payment to pay for the Non-Members ride, they shall not be permitted to share a ride with a Member.

10. Timely Access Requirements

The Broker's network shall meet the following minimum timely access to service delivery standards
[42 CFR 438.2006(c)(1)(i)]:

a. The Broker shall make services available for Members 24 hours a day, 7 days a week, when transportation to a service is medically necessary [42 CFR 438.206(c)(1)(iii)].

b. The Broker shall establish mechanisms to ensure that network Transporters comply with the timely access requirements [42 CFR 438.206(c)(1)(iv), (v), and (vi)].

c. The Broker shall regularly monitor its network to determine compliance with timely access [42 CFR 438.206(c)(1)(iv), (v), and (vi)].

d. The Broker shall take corrective action if there is a failure to comply with timely access [42 CFR 438.206(c)(1)(iv), (v), and (vi)].

e. If the Broker's network is unable to provide transportation to necessary medical services covered under the Contract to a particular Member, the Broker shall

adequately and timely cover these services out of the network for as long as the Broker's Transporter network is unable to provide the needed services [42 CFR 438.206(b)(4)].

f. In the event that a trip pickup will not be made On Time, the Broker or their designated representative must contact the Member to inform him or her. Making such contact does not negate the pickup being considered Late.

g. Drivers are required to wait no less than 10 minutes beyond the scheduled pickup time if the Member is not at his or her Point of Origin prior to service. The driver must contact the Broker or Broker's designated representative, if a Member has not presented within 10 minutes of the scheduled pickup time before the driver may leave the Point of Origin.

11. Establish and Maintain Central Business Office

a. The Broker must establish a non-residential central business office within the region for which it has contract responsibility. If the Broker services more than one region, then there can be one (1) central business office and an additional non-residential satellite business office servicing the other region(s). This business office must be within the region in an accessible location. The Broker may establish more than one business office within the region, but one regional non-residential business office must be designated as the central business office.

b. All documentation must reflect the address of the location identified as the legal, duly licensed central business office.

c. The Broker must have the capacity to send and receive facsimiles at the central business office at all times during business hours. The Broker must provide an administrative telephone number that will enable Department staff to reach the Project Director directly, without going through the scheduling staff. In situations where the project leader cannot be available, a secondary staff member must be identified to act in the leader's stead. This secondary position must be invested with sufficient authority to manage the project in the absence of the Project Director.

d. All Records pertaining to the Contract shall be stored at the designated business office approved by the Department and shall be readily available for review at the request of the Department or an authorized agent. The Broker must have the capacity to reproduce documents at no cost upon request by the Department. Records shall be stored in an orderly and secure manner. The Records shall be retained during the course of the Contract and any renewals thereof, and for a period of five (5) years thereafter.

12. Establish and Maintain a Member Call Center

a. The Broker shall maintain a call center with adequate capacity for Members in the service area to conveniently schedule needed transportation.

b. *Call Center Hours of Operation*. The call center shall begin operations no later than 8:00 AM, and end operations no earlier than 5:00 PM Monday-Friday, excluding federal holidays. Outside these hours, the following provisions must be met:

(i) A toll free line, designated by the Broker, shall be staffed until all scheduled trips are complete to ensure that no Member is abandoned.

(ii) Broker shall create a system by which a Member with immediate transportation needs may reach an agent with the ability to facilitate transportation 24/7 (examples include utilizing a paging or answering service).

(iii) Alternately, the Broker may utilize a secondary call center, located within the United States, to handle calls received outside of operational hours. This secondary call center must utilize the same software and database as the primary center.

c. *Call Center Location*. The Broker shall locate its call center within the transportation region it serves. Should the Broker be awarded multiple regions, the call center may be located in any of the awarded regions.

d. *Call Handling Technology*. The Broker shall utilize an automated call distribution (ACD) system with reporting functionality. This system must:

a. Answer all calls in three rings or less.

b. Additionally, the Integrated Voice Response (IVR) message must include recorded instruction to callers with emergency medical issues to hang up and call 911.

c. Include a menu system which prioritizes and routes calls based on the reason for the call, including separate queues for routine scheduling, urgent same day scheduling, and complaints, and which allows for the separate recording of information for each call type. The Broker may choose to utilize additional queues to best manage its call volume.

d. Ensure that telephone translation services are accessible via the toll-free number and medical and waiver providers, members, or facilities can be involved in three-way conversation with an interpreter service without having to make an additional call.

e. The ACD system must be able to record, and report the following at a minimum:

(i) Number of calls received in a defined period;

(ii) Number of calls answered in a defined period;

(iii) Average wait time in queue for callers in a defined period (Average Speed of Answer);

(iv) Number of calls abandoned in a defined period;

(v) Number of calls placed on hold in a defined period;

(vi) Average hold time in a defined period; and

(vii)Service Level, defined as percentage of calls answered within defined time frame.

f. The ACD system must be scalable to allow for increases and decreases in call volume.

g. The Broker must be capable of receiving and handling teletypewriter TTY/TDD calls. The Broker is encouraged to include this functionality in its ACD system to allow a

single toll free number for all; however it is acceptable to have a second toll free number dedicated to TTY/TDD calls.

h. The Broker shall relinquish ownership of all toll free numbers to the Department upon termination of the Contract. The Broker agrees to establish all toll free numbers in such a way as to ensure that the Department's continued use of the toll free numbers shall not be interrupted, impeded, or cost the Department additional funds in the event the contract is terminated or expires.

i. The Broker shall be responsible for all costs associated with establishing and maintaining the toll-free numbers during the term of the Agreement as well as for all costs accrued or due and owed as of the date of termination or expiration of the Agreement, including but not limited to any taxes, penalties or fines.

j. *Alternative Communication Methods*. Brokers are encouraged to develop alternative methods for interacting with Members in order to schedule appointments, receive Member feedback, etc. . All such methods must be secure and protect all information provided and received. The nature and content of any communication method, as well as all policies and procedures needed to facilitate its use, must be approved by the Department prior to implementation. The Department will not approve a method if it has concerns about the efficacy and security of the method.

k. *Service Personnel Training*. The Broker shall provide a program of service personnel training prior to permitting any personnel to have public contact or answer scheduling lines. Service personnel, including scheduling personnel, must be trained and knowledgeable in all aspects of transportation service operations including Broker reservation procedures. The Broker shall provide a written comprehensive training plan for all service personnel. Any changes to this plan must be approved by the Department prior to implementation of the change. Changes must be submitted to the Department no later than thirty (30) days prior to requested implementation. Training shall include sensitivity components dealing with:

   (i) Aged individuals, children and persons with disabilities;

   (ii) Multicultural contacts, including the use of interpreter services;

   (iii) Handling hostile callers;

   (iv) Public contact;

   (v) Communicating with hearing or speech-impaired individuals through interpreting services such as those listed at the State of Maine's Office of Multicultural Affairs website: http://www.maine.gov/Department/oma/MulticulturalResource/interpreting.html

l. *Quality Assurance*. The Broker shall provide a detailed quality assurance plan that shows how it will ensure that call center agents handle each call with sufficient knowledge and customer service skills. The plan shall detail how the Broker will ensure data accuracy and privacy protection as required by HIPAA and demonstrate how the Broker will respond to any deficiencies in call center performance, both quantitative and qualitative. The plan shall detail methodologies by which agents of the Department may audit calls, either live or via recording. The Broker shall provide reports to the Department regarding any Call Center audits, and other Call Center metrics, as set forth in Appendix B.

13. Policies, Procedures, and Educational Materials for Members

The Broker shall establish policies and procedures to monitor the adequacy, accessibility and availability of its Transporter network to meet the needs of all Members, including those with limited English proficiency and those with unique cultural needs.. In addition, the Broker shall develop and distribute an educational plan for Members that includes each Member's rights and responsibilities for use of NET services. This must include information regarding how the Member may utilize the complaint and appeals process.

a. All informational materials used by the Broker shall be reviewed and approved by the Department in writing prior to mailing or otherwise disseminating. All educational materials must be at a 6th grade reading level and available in alternative formats as required by special need Members, such as those with visual impairments. Informational Member mailings must include an approved language identification card offering translation services to non-English speaking members seeking or receiving NET services.

b. The Department shall send out an initial notice to Members explaining the changes in the NET program. The Broker shall provide to all Members, in a method agreed upon with the Department, informational notices to all Members upon their first contact with the Broker. This is distinct from the initial communication to be sent by the Department, and is to provide specific instruction to the Member regarding the Broker's policies and procedures. It must include a Notice to the Member of their Rights.

c. *Updates*: Should material changes affecting Members occur (such as a change in phone number, or the addition or removal of a large Transporter), the Broker shall send a notice to all Members affected by the change.

d. *Ad-Hoc Notifications*: Any other mutually agreed upon notices shall be mailed at a date and time agreed to by the Department and the Broker.

e. All materials shall comply with 42 CFR § 438.10, and shall be submitted to and approved by the Department prior to distribution to Members.

14. Operations Manual

The Broker shall develop an operations manual, which details all policies and procedures to be used in scheduling, delivery, and reporting of NET services. The Operations Manual will be available and given to the Department. This manual shall be delivered to the Department no fewer than five (5) days before the scheduled date of the start of operations. A Broker will not be allowed to begin operations without an approved operations manual.

a. The operations manual will be considered a living document, and the Broker may make alterations as needed to successfully operate. All material changes must be approved by the Department prior to implementation. Additionally, the Department may require modifications to the manual, which the Broker must incorporate within ten (10) business days of receipt.

b. The operations manual must be provided to the Broker's staff and shall be incorporated into Broker staff training. The Broker shall also provide an abridged copy to all Transporters with whom the Broker has entered into a Service

Agreement, containing all policies relevant to the Transporter. The manual must be utilized in an orientation program for the Transporters to be provided by the Broker.

c. The Broker shall also provide to all Members and other interested parties all policies and procedures relevant to the Member, upon request.

15. NET Advisory Committee

The Broker shall establish a Regional NET Advisory Committee, for the region in which it operates, which shall convene at least once every six (6) months, to review and discuss the Broker's performance in the region. Topics may include coordination with local transportation companies, service expectations, coordination of service with any Federally Recognized Tribes in the region, or any other topic determined relevant by the Broker or the Department. The Committee shall serve in an advisory capacity only.

a. Membership of the Advisory Committee shall be as follows: at least two (2) Members who receive NET service and reside in the service area; at least one (1) representative from each Federally Recognized Tribe in the service area; at least one (1) representative from each Community Care Team operating in the service area; at least one (1) representative from each Hospital in the service area; at least one (1) representative from each methadone maintenance treatment center in the service area; at least one (1) Home and Community Based Service Broker; at least one (1) representative from each Transporter under contract with Broker; at least one (1) representative from each Public Transportation provider that provides services to Members in the service area; in the event that volunteer services are utilized, at least one (1) active volunteer driver; and a representative of the Department.

b. Should a required individual or entity decline to be part of the Committee, the Broker shall notify the Department that the invitation was made and refused.

c. Should a required individual or entity not exist in the region, (for example if there are no public transit providers) the requirement is waived solely for that individual or entity.

d. The Department shall have the right to require admission of specific stakeholders to the Committee at its sole discretion.

e. The Broker shall provide meeting minutes and recommendations, if any, to the Department after each meeting.

16. Payment and Performance Bonds

The Broker shall obtain and maintain for each contract period a payment bond, issued by a surety company listed in the Federal Registry of Surety Companies and licensed to conduct business in the State of Maine, in an amount equal to ten percent (10%) of the of the estimated annual amount the Broker will pay to all Transporters. The Broker shall submit an executed payment bond within fifteen (15) days of execution of the Contract, and again at the time of any renewal. This bond shall be used to cover delinquent payments to the Transporters and other vendors under contract with the Broker up to the full value of the bond, in the event that the Broker is unable to do so properly.

In addition, the Broker shall obtain a performance bond in the amount of ten percent (10%) of the estimated annual administrative (PMPM) contract amount. The executed performance bond shall be submitted to the Department within fifteen (15) days of the execution of the Agreement. This bond shall be used in the event the Broker becomes unable to properly, promptly and effectively perform the requirements set forth in the Agreement, or if the Agreement is terminated by reason of default, insolvency, or bankruptcy.

17. Related Travel Expenses

The Broker shall reimburse Related Travel Expenses such as overnight lodging and meals at the current State rates and under the current State limitations as addressed in section 10.90.20 of the State Administrative and Accounting Manual (SAAM) for the State of Maine, except in any exceptional circumstances where adherence to the maximum limits would effectively prohibit the Member from being able to access MaineCare-covered services. The Department shall not be responsible for providing reimbursement to the Brokers of Related Travel Expenses.

I. ADDITIONAL REQUIREMENTS

1. Service Agreements. The Broker must have signed Service Agreements with agencies providing transportation services. Service Agreements are not required for volunteers, in the event that volunteers are utilized, or family and friends, Public Transportation, taxis or other ad-hoc transportation use. All Service Agreements shall be submitted to the Department for review. The Department shall notify the Broker if the Agreement is not approved, including reason why it is not approved.

a. The Broker shall not employ or contract with Transporters excluded from participation in Federal health care programs under either section 1128 or section 1128A of the Social Security Act [42 CFR 438.214(d)]. The Department will provide a list of Transporters currently terminated by the Department. The Broker must terminate a Service Agreement with a Transporter when it identifies substandard performance or when the Transporter has failed to take satisfactory remedial actions within a reasonable time period.

b. *Negotiation with Transporters.* The Broker shall negotiate individual service delivery rates with Transporters, through competitive bidding or other strategies. The Broker shall ensure that such reimbursement rates are reasonable, so that network capacity remains adequate to meet the needs of Members in the region(s) serviced. Rates for volunteers, in the event that volunteers are utilized, or friend and family transport may vary within a region. .

c. *Charges Eligible for Reimbursement.* Reimbursement is available only for the number miles from the Member's Point of Origin to the Member's destination, and back to the Member's Point of Origin in the most direct route. The Member must be riding in the vehicle at all times for the miles billed to the Broker.

d. *Minimum Allowed Rates.* The Broker shall ensure all rates paid meet or exceed that the minimum rate per mile below:

(i) For Agency Transporter: $0.48 per mile

(ii) For Members, Friends, and Family: $0.21 per mile

(iii) In the event that volunteers are utilized, for Volunteer Driver: $0.41

(iv) Wheelchair Vans: $1.54

2. Transporter Orientation. The Broker shall provide an orientation program for the Transporters with which it does business, the content and method of which shall be based on Transporter type as follows.

a. *Agency Transporters.* Orientation must be conducted during an in-person meeting or using internet meeting software. Topics must include:

(i) Overview of NET program and division of responsibilities between Broker and Transporter;

(ii) Vehicle requirements;

(iii) Procedures for handling accidents, moving violations and vehicle breakdowns;

(iv) Timeliness standards;

(v) Driver qualifications;

(vi) Driver conduct requirements and customer service standards for pickup, transport and delivery;

(vii) Sensitivity training; including sensitivity to the needs of Members with special needs and diverse cultural, racial and ethnic backgrounds;

(viii) The use of Attendants and/or Escorts;

(ix) Scheduling procedures during regular operating hours, including criteria for determining the most appropriate mode of transportation for the Member;

(x) "After hours" scheduling procedures;

(xi) Procedures for handling requests for urgent care;

(xii) Criteria for trip assignment;

(xiii) Dispatching and delivery of services;

(ixx)Procedures for obtaining reimbursement for authorized trips;

(xx) Record keeping and documentation requirements for scheduling, dispatching and driver personnel, including completion of required logs; and

(xxi) Procedures for handling complaints from Members or Transporters;

b. *Volunteers.* In the event that volunteers are utilized, orientation for volunteers may be conducted in person, through recorded media (DVD, telephone or Internet audio or video) or through written materials. Topics must include:

i. Driver conduct requirements and customer service standards for pickup, transport and delivery;
ii. Vehicle requirements;
iii. Sensitivity training; including sensitivity to the needs of Members with special needs and diverse cultural, racial and ethnic backgrounds;
iv. Timeliness standards;
v. Procedures for obtaining reimbursement for authorized trips; and

vi. Record keeping and documentation requirements.

3. Escorts and Attendants

The Broker shall allow, without charge to the Escort or Member, one Escort to accompany a Member or group of Members who are blind, deaf, mentally challenged, less than 21 years of age, or as otherwise determined by the Department staff as needing an escort, to a covered service. The Broker shall be responsible only for costs relating to the Member's transportation. In addition, the Broker shall arrange with the Transporter for the provision of one Attendant during transport when, in the judgment of the Broker, in consideration of all known factors or as required by the licensed health care provider, it is necessary to have an adult aide on a trip to assure the safety of all passengers.

4. Unaccompanied Minors

Children under the age of sixteen (16) shall not be transported without an adult Escort, except when:

a. The Broker is in possession of a consent form, signed by the legal parent or guardian of the child, authorizing Broker to provide transportation to the unaccompanied minor. The consent form shall be valid for a period of up to twelve months; or until revoked by the legal parent or guardian.
b. The minor requests transportation to a service deliverable without parental consent, only if allowed by state and/or federal law.

5. Children Under the Age of 12

In providing transportation to children under the age of 12, the following requirements apply, in addition to the general requirements for unaccompanied minors, set forth above:

(a) At the time of scheduling, the Broker must confirm that an adult at the drop off location will be available to take responsibility for the minor. It is sufficient to note that an employee, volunteer, or other associate of the medical or waiver service provider will be available; a specific named employee is not required.
(b) Upon reaching the destination, the driver shall consider all circumstances in determining if they will accompany the minor into the drop off location. Under no circumstances will the driver leave the vehicle unattended if:
(i) There are other riders who would remain in the vehicle; or
(ii) Leaving the vehicle unattended would create a risk to public safety.
(c) Should the driver determine it unsafe to leave the vehicle, the driver, Transporter, or Broker shall contact the medical or waiver service provider requesting that an authorized adult come to the vehicle to take responsibility for the child.
(d) Whether the driver accompanies the child into the building, or an employee, volunteer, or other associate comes to the vehicle, the driver shall confirm that the person is authorized to take responsibility for the minor and

agrees to do so. It is not sufficient to inform a receptionist that the child is present without confirming that the medical service provider and/or its staff are taking responsibility for the child. If the Driver cannot verify that any person is authorized to take responsibility, the Driver will not leave the child with that individual.

(e)The Broker and Transporter may create additional policies and procedures to ensure the safe transportation of unaccompanied minors.

6. Wheelchairs

Vehicles used to transport wheelchair passengers must meet ADA requirements, including but not limited to the following:

a. maintain a floor-to-ceiling height clearance of at least fifty-six (56) inches in the passenger compartment;
b. Must have wheelchair lift or manual ramp – a hydraulically or electro-mechanically powered wheelchair lift mounted so as not to impair the structural integrity of the vehicle, or a secure ramp is allowable if the member is capable of utilizing it.

c. For vehicles with a powered wheelchair lift, the vehicle must have an engine-wheelchair lift interlock system, which requires that the vehicle's transmission be placed in park, and the emergency brake engaged to prevent vehicle movement when the lift is deployed;

d. Wheelchair Restraint System – for each wheelchair position, a wheelchair securement device (i.e. "tie-down") shall be provided that complies with applicable ADA standards.

e. The system utilized may accommodate scooter-type wheelchairs. Passengers utilizing these devices may be requested to dismount from the device and be seated in a passenger seat. Alternately the rider and scooter may be secured together with tie-downs and a separate floor seatbelt for the rider.

7. Transporter Monitoring and Enforcement

Prior to entering into a Service Agreement, the Broker shall evaluate the Transporter's ability to perform the activities to be delegated. Following the execution of a Service Agreement, the Broker shall monitor and be held responsible for the Transporter's performance for any functions it delegates to any Transporter. The Broker shall identify deficiencies or areas for improvement, and shall have written procedures for taking appropriate corrective action whenever a deficiency is identified. The Broker shall reserve the right to conduct quality assurance reviews for any Transporter at any time, and without notice to the Transporter.

8. Requirements for all Drivers and Attendants

The Broker shall ensure that a written oversight procedure is in place to determine that all drivers and Attendants operating under a Service Agreement:

a. Have a current valid driver's license to operate the transportation vehicle to which they are assigned;

b. Are competent in their driving habits (if a driver);

c. Have no more than two (2) chargeable accidents or moving violations in the previous three (3) years

d. Have not had their driver's license suspended or revoked within the last five (5) years. This excludes individuals whose cause for license suspension is for non-payment for child support, once the courts release the individual and such release can be verified, and the individual remains in good standing for a minimum of ninety (90) days. At any point the individual's status changes and he or she is in arrears of child support payment(s), said driver's approval would be revoked permanently.

e. Cannot be convicted of two (2) moving violations and/or accidents related to transportation provided under this contract, where the driver was at fault, during the term of the Contract.

f. Attend training in patient assistance techniques such as the Community Transportation Association's PASS program, defensive driving, customer service, cultural and disability sensitivity. Training shall be provided to all drivers who are not currently certified in any curriculum. Training will be conducted within 30 days of Transporter beginning service under a Service Agreement, and within 30 days of hiring for drivers hired during the term of the Agreement;

g. Are prohibited from wearing headphones or earpieces, except that a driver may wear a single earpiece if it is part of the Transporter's two way communication system;

h. Are prohibited from using hand-held cellular devices or texting while driving. All cellular use is prohibited while the vehicle is in motion unless the driver is using a headset and communicating with the Broker, Transporter, or calling emergency services;

i. Must wear identification badges that are easily visible and legible. These badges must identify the name of the Transporter, as well as the driver's name.

j. Are certified in First Aid and CPR, such certification to be achieved within 60 days of the first date of operations under this contract;

k. Are courteous, patient and helpful to all passengers;

l. Are neat and clean in appearance;

m. Shall not engage in any behavior or practices that may subject the Broker to charges of discrimination against protected groups;

n. Are not known abusers of alcohol or known consumers of narcotics or drugs/medications that would endanger the safety of Members. If the

Transporter or Broker suspects a driver of driving under the influence of alcohol, narcotics or drugs/medications that would endanger the safety of Members, the Transporter or Broker shall immediately remove the driver from providing service to Members;

o. Do not smoke in any vehicle used to provide NET services. Drivers and Attendants shall not smoke at any time when they are in the presence of any Member;

p. Ensure that all passengers are secured with the proper restraints, (seatbelts, wheelchair restraints, child safety seats, etc.), assisting Members as needed, prior to putting the vehicle in motion;

q. Supply assistance to Members, including movement, securing, and storage of mobility assistance devices. The driver will ensure all such devices are properly secured before putting the vehicle in motion;

r. Meet the following requirements regarding previous criminal convictions:

(i) If a person has been convicted of a Class A, B, or C crime under Maine law, or has been convicted of a felony or its equivalent under another state or under federal law; and that conviction was for a violent crime, or a crime of a sexual nature; that person shall not be allowed to provide services under a Service Agreement for a minimum of ten (10) years after the completion of that person's sentence. After 10 years, in the event that the individual reapplies to provide services under a Service Agreement, the Transporter shall notify the Broker regarding same and obtain its approval prior to hiring the individual.

(ii) If a person has been convicted of a Class A, B, or C crime under Maine law, or has been convicted of a felony or its equivalent under another state or under federal law, and that conviction was for a crime related to drugs, that person shall not be allowed in any role which allows them to operate a vehicle being used to transport Members, or for unsupervised contact with a Member for a minimum of seven (7) years after the completion of that individual's sentence. After 7 years, in the event that the individual reapplies to provide services under a Service Agreement, the Transporter shall notify the Broker regarding same and obtain its approval prior to hiring the individual.

(iii) If a person has been convicted of a Class A, B, or C crime under Maine law, or has been convicted of a felony or its equivalent under another state or federal law within the previous five (5) years, and that conviction was not for a crime related to drugs, a violent crime, or a crime of a sexual nature, that person shall be allowed in any role of operating a vehicle being used to transport Members, or which allows them unsupervised contact with Members, only with the approval of the Broker

(iv) If a person has been convicted of a Class D or E crime under Maine law, or has been convicted of a misdemeanor or its equivalent under another state or federal law, and the conviction was for a violent crime, a crime related to drugs, or crime of a sexual nature, that person shall be allowed to serve in a position with unsupervised contact with Members only with the approval of the Broker.

9. **Volunteers**

In the event that volunteers are utilized, the Broker must have procedures in place to verify and document that such volunteer drivers meet the following requirements:

a. Have a valid driver's license;

b. Receive instruction via a passenger assistance orientation program and a safety and sensitivity program to ensure a safe operating environment; and

c. Meet the same requirements regarding previous criminal convictions as the requirements set forth for drivers employed by Transporters, as set forth in this Agreement.

10. Monitor and Enforce Transporter Vehicle Requirements

The Broker shall assure that all Transporters, including volunteers, in the event that volunteers are utilized, members and family and friends, maintain all vehicles and vehicle equipment adequately to meet the requirements of this Contract. Vehicles and all components must comply with or exceed the manufacturer, state and federal safety and mechanical operating and maintenance standards for the particular vehicles and models used under this Contract. Vehicles must comply with all applicable federal laws including the Americans with Disabilities Act (ADA) regulations. Any vehicle found non-compliant with any legal or Contractual requirements, as set forth herein, must be removed from service immediately if this discrepancy creates a health or safety hazard for vehicle occupants. The vehicle shall remain out of service until the Broker determines that the deficiencies have been corrected. Any such deficiency and any action taken shall be part of the vehicle's permanent record.

a. The Broker is responsible for ensuring that the following requirements are met for all vehicles operated under Service Agreements with the Broker. Taxis are subject to these vehicle requirements if they operate under a Service Agreement with the Broker.

i. All vehicles must have a two way communication system, allowing direct communication between the vehicle and the Transporter's main base of operations. Pagers are not an acceptable substitute. If a Transporter utilizes mobile phones and the network is not functional throughout the region(s) the Transporter operates in, the Transporter must utilize two-way radio or other communication devices in areas where there is no mobile network coverage. If there is no network or radio coverage for an area, the Broker must routinely check availability to determine if network coverage becomes available. Additionally, drivers must be provided with hands-free devices for phone operation.

ii. All vehicles must be equipped with adequate air conditioning and heating to ensure Member safety and comfort.

iii. All vehicle seats must have clean, functioning, and accessible restraint systems that are appropriate to the seat (seat belts, wheelchair restraints, etc.). Vehicles must have and utilize child safety seats when transporting children who are up to four feet nine inches (4'9) tall, and weigh eighty (80) pounds or

less, pursuant to _42 CFR 571.213, http://www.fmcsa.dot.gov/rules-regulations/administration/fmcsr/fmcsrruletext.aspx?reg=571.213 .

iv. Each vehicle shall have at least two (2) seat belt extensions provided. Additionally, each vehicle shall be equipped with seat belt cutter(s), in an easily accessible location such as mounted above the driver's door, for use in emergency situations.

v. All vehicles have a current inspection sticker from the State of Maine.

vi. The interior and exterior of the vehicles must be in good condition, without any broken glass, major dents, or exposed or protruding metal, which presents safety risks. Additionally, the vehicles shall be kept clean, free of debris, dirt, oil or grime, free of torn upholstery or damaged floor or ceiling coverings, and without major paint damage that detracts from the overall appearance of the vehicle.

vii. Each Vehicle shall have the Transporter's name and vehicle number, prominently displayed inside the vehicle. In compliance with HIPAA regulations, nowhere on any vehicle shall be the words Medicaid, MaineCare, or any other verbiage, which indicates that MaineCare members are riding or may be riding in the vehicle.

viii. Each vehicle will have written handouts containing contact information for the Transporter and Broker, including an emergency number to call if transportation does not arrive for a return trip. This should be available in any prevalent languages of the region.

ix. Smoking is prohibited in the vehicle at all times.

x. All vehicles shall have signs posted in the vehicle interior, clearly visible to the passengers stating "NO SMOKING", and "PASSENGERS MUST WEAR SEATBELTS" or similar verbiage.

xi. Vehicles must have a fully stocked Occupational Safety and Health Administration (OSHA) approved first aid kit on board and a "spill kit" including: liquid spill absorbent, latex gloves, hazardous waste disposal bags, scrub brush, disinfectant and deodorizer.

xii. Vehicles must have either a functioning Global Positioning System (GPS) navigation system installed, or must have one or more street maps for their region, with sufficient detail to locate members and medical providers. For Transporters providing services to Rural areas, all vehicles must contain paper/hard copy street maps for use in the event that any GPS or other electronic navigation system does not function due to coverage issues.

xiii. All vehicles must be equipped with one or more functional fire extinguishers (preferably ABC or Halon-type). Each extinguisher must be at least 2.5 pounds each in size, with a combined capacity totaling at least 5.0 pounds in size, and shall display a current inspection tag or sticker. The fire extinguisher(s) shall

be secured within reach of the driver and visible to passengers for use in emergencies when the driver is incapacitated.

xiv. All vehicles must carry a minimum of three (3) portable triangular reflectors mounted on stands. Use of flares is prohibited.

xv. All vehicles must include a vehicle information packet to be stored in the driver compartment, or securely stored on or in the driver's side visor. This packet will include: vehicle registration; insurance card; and accident procedures and forms.

xvi. All vehicles that require a step up for entry exceeding 8 ½" from ground or curb level must include a retractable step or a step stool, to aid in passenger boarding. The step stool shall be used to minimize ground-to-first-step height, should have four legs with anti-skid tips, sturdy metal with non-skid tread, with a height of 8 1/4", a width of 15" and a depth of 14" or an equally suitable replacement. Under no circumstances will a milk crate or similar substitute be considered a viable alternative for a step stool and will not be permitted on any vehicle.

xvii. Vehicles shall have a minimum of $400,000 combined single limit insurance coverage for vehicles at all times during the contract period.

Vehicle Inspection.

a. The Broker shall develop and implement an annual inspection process, which is in addition to the applicable state vehicle inspection process. The Broker inspection is to verify that the Contract requirements are being met. The Broker will conduct an initial inspection, or document that a current and unexpired Maine Department of Transportation (MDOT) inspection has been successfully completed prior to allowing a vehicle to be used to provide services under this Contract. The Broker must maintain records of all inspections.
b. For vehicles operated by family, friends and volunteers, in the event that volunteers are utilized: The Broker must have procedures in place, which may include documenting the attestation of the family, friend or volunteer, to verify and document that vehicles used by family, friends or volunteers for transportation are adequate to meet the safety and comfort needs of the Member, including, but not limited to:
    (i) Appropriate state inspection stickers and registration;
    (ii) Child safety seats when appropriate.

J. MAINE FEDERALLY RECOGNIZED NATIVE TRIBES REQUIREMENTS

The Broker is required to enter into a Transporter Agreement with any Federally Recognized Native Tribe that resides within the Broker's service area, would like to be a Transporter, and that meets the driver and vehicle requirements, and all other applicable requirements set forth in this Agreement. The Department will work with the Tribe and the Broker to

ensure that the agreed upon, negotiated rates are adequate and reasonable given other area rates and the cultural expertise offered by the Tribal provider. Brokers must pay tribal Transporters rates that are not less than the level and amount of payment that would be made if the Transporter were not a Tribal Transporter.

K. RECORD KEEPING REQUIREMENTS

1. Verification of Network Adequacy

The Broker shall submit documentation to the Department to demonstrate, in format specified by the Department, that it maintains a network of Transporters that is sufficient in number, mix, and geographic distribution to meet the needs of the anticipated number of Members in the Region [42 CFR 438.207(b)].

2. Transportation Database

The Broker shall keep daily records of rides, and shall design, develop, or acquire, and utilize, a computer database sufficient to store this data. The Broker shall be responsible for all costs associated with the development, acquisition, and maintenance of the database.

The database will include data regarding all trips, including trips made by family, friends and volunteers.

a.This database shall contain, at a minimum, the following data elements for all Members who use, or have used transportation services through the Broker:

i. Members' demographic information: name, date of birth, sex, address, telephone number, email Address;

ii. Members' MaineCare information: MaineCare ID number, eligibility status, third party insurance information (if applicable);

iii. Transportation information: special needs (translator services, medical conditions, etc.), vehicle requirements (wheel chair accessible vehicles), verification status of scheduled trips; and

iv. Any applicable notes, including notes about member behavior.

b. On a daily basis, In addition to the Member information, the database must also log and store individual trip information, including the following data elements:

i. Member name, and MaineCare ID number;

ii. Name of person who requested the trip (if not the Member);

iii. Date and time that the request for transportation was received;

iv. Date and time of medical appointment or waiver service;

v. Verification of Member eligibility.

vi. Mode of transportation requested (if applicable);

vii. Mode of transportation authorized/used;

viii. Justification of mode authorized (if least expensive mode not utilized);

ix. Scheduled time of pickup/drop off;

x. Actual time of pickup/drop off;

xi. Name of Scheduled Escort (if applicable);

xii. Name of Actual Escort (if applicable);

xiii. Pickup location;

xiv. Drop off location;

xv. Referral, approval, or denial (including reason), of transportation services;

xvi. Name of staff member who referred, approved, or denied request;

xvii. Name of Transporter used;

xviii. Transporter ID (as assigned by Broker);

xix. Trip mileage (actually ridden by Member);

xx. Ancillary expenses authorized by Broker (tolls, parking fees, etc.);

xxi. Driver name and/or ID;

xxii. Vehicle ID; and

xxiii. Notes about trip, including any issues (mechanical issues, Member behavior, etc.).

c. The Broker must back up the database on a daily basis and be able to retrieve data for no less than a 24 month period. This retrieval must be efficient enough to provide data to the Department within one (1) business day of any request.

L. **Encounter Data.**

The Broker shall collect data on Member and Transporter characteristics as specified by the Department and on services furnished to Members through an encounter data system as may be specified by the Department [42 CFR 438.242(a)]. The Broker shall submit encounter data to the State's Medicaid Management Information System (MMIS)—Maine Integrated Health Management Information System (MIHMS)—monthly, no later than the 15th of the month, for encounters related to adjudicated claims from the previous month. Encounter data shall be submitted in a HIPAA-compliant format (X12N and NCPDP format required by federally mandated timelines in effect at that time).

4. **Records**. The Broker shall establish, maintain and retain the following Records and related information in the Broker's files for each Transporter with which the Broker has entered into a Service Agreement.

b. Agency Transporters

i. Copy of Broker's executed Service Agreement for each Transporter;

ii. Vehicle records, including at a minimum the following documentation for each vehicle: manufacturer and model; model year; vehicle Identification Number (VIN); odometer reading at the time the vehicle entered service under the Service

Agreement; type of vehicle (minibus, wheelchair van); capacity (number of passengers); license tag number; insurance certifications; Unified Carrier Registration (UCR)(if applicable for vehicle) and vehicle stamp; special equipment (lift, etc.); and date, odometer reading and description of inspection activities. Vehicle records must be maintained of the initial inspection and all subsequent inspections

iii. Driver records, including at a minimum, the following documentation for each driver: driver's name, date of birth ; copy of the driver's valid driver's license; prior driving record for previous three (3) years obtained from the Maine Bureau of Motor Vehicles; documentation of background checks conducted by Broker to determine if the driver can provide services under the Service Agreement, pursuant to the qualification requirements in this Contract; first aid training certificates; documentation of completion of required trainings; documentation of any complaints received about the driver; and documentation of any accidents or traffic violations involving the driver.

c. *Volunteer Drivers:*

i. Copy of approved volunteer driver application.

ii. Documentation that required orientation and training materials sent.

iii. Documentation of driver qualification, including: copy of operator's valid driver's license, or documented statement of volunteer's self-report of same; prior driving record for previous three (3) years obtained from the Maine Bureau of Motor Vehicles; documentation of any complaints received about the driver, and any accidents or traffic violations involving the driver.

iv. Documentation of vehicle qualification, including: manufacturer and model; model year; capacity; proof of current safety check, by Broker or volunteer self-reporting; proof of registration including license plate number, or documentation of volunteer self-reporting of same; proof of current valid State Inspection Sticker, or documentation of volunteer self-reporting of same.

1. Limit on Self Referral and Certain Relationships

The Broker may operate as a Transporter and Broker. However, a Broker who also operates as a Transporter may not show preference towards itself in the scheduling of trips, and may act as a Transporter only when it is the most cost effective means of appropriate transportation available. The Broker may provide no more than 25% of all trips it arranges in each service area.

a. A trip is considered self-referred when the vehicle used to transport the Member is owned and/or operated by the Broker, or if the same company that owns and operates the vehicle has an ownership interest in the Broker. Self-referral rate is calculated monthly. In the event that volunteer services are utilized, volunteer trips are not considered self-referred trips, and will not count against the 25% limit.

b. In addition, the Broker shall not knowingly have a relationship with the following:

(i.) An individual who is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation, 48 C.F.R. 1 et seq. or from participating in non-procurement activities under regulations issued under Executive Order No.12549 or under guidelines implementing Executive Order No. 12549.

(ii.) An individual who is an affiliate, as defined in the Federal Acquisition Regulation, of a person described in paragraph (b)(i).

(iii.)The relationship is described as follows:

A. A director, officer, or partner of the Broker

B. A person with beneficial ownership of five percent or more of the Broker's equity.

C. A person with an employment, consulting or other arrangement with the Broker obligations under its contract with the State [42 CFR 438.610(a); 42 CFR 438.610(b); SMD letter 2/20/98].

M. REPORTING REQUIREMENTS

1. The Broker shall maintain data necessary to complete Reports specified in this Contract. The Broker shall deliver accurate and complete Reports to the Department, as set forth in more detail and at the intervals listed in Appendix B. Should the Report's due date fall upon a day in which State offices are closed, the Report shall be considered due on the next business day. Additional routine and ad hoc Reports shall also be provided by the Broker as necessary to monitor and assess the Broker's performance under this Contract. The Department reserves the right to require format, content, and other changes in the Reports as it deems appropriate. The Department shall incur no expense in the generation of such Reports.

2. All Reports, generated under this Contract will be the property of the Department.

3. The following Reports are required, as set forth in more detail in Appendix B:

Encounter Data
Incident/Accident Notification Report
Monthly Incident Reports
Suspicion of Fraud/Abuse
Monthly Fraud Report
Encounter Data
Transporter Change Report
Late and Missed Trip Report
Call Center Metrics
Call Center Quality Assurance
Member Complaints
Denied Trip Authorization Report
Discharges from Hospital
Trips by Level of Service
Completed Trips by Destination
Cancelled Trip Reason
No Show Report
Agency Vehicle Inspection Report
Grievance Report

Agency Transporter Liquidated Damages/Sanctions
Expense Verification Report
Annual Transportation Report
Independent Financial Stability Assessment
Program Integrity Report
Root Cause Analysis
Other Ad Hoc Reports

4. In addition to the Reports listed herein, the Broker shall submit documentation to verify the adequacy of the transportation network, as determined and requested by the Department, but no less frequently than:

a. Fourteen (14) days prior to the first date of operations under this Contract.

b. At any time there has been a significant change in the Broker's operations that would or has the potential to affect adequate capacity and services. [42 CFR 438.207(c)]. For purposes of this Contract, a significant change includes, but is not limited to:

(ii) The addition or elimination of Transporters.

(iii) Any procedural change, which has or may have the potential to impact network adequacy.

5. Unless otherwise noted, all Reports involving Member counts and costs must include the breakdown of the Report's data by population group as defined by the Department.

6. Monthly Reports should be cumulative, and have quarterly and annual summaries.

7. If data contained in any of the Reports reflects that performance does not meet the Department's expectations, the Broker shall develop a corrective action plan that outlines steps the Broker will implement to satisfy performance requirements and a timeline for doing so.

8. Timely receipt of the Reports which are required as supporting documentation for invoices shall be a prerequisite for authorization of monthly payment to the Broker.

9.. Performance Based Reporting Requirements

Reporting Requirements for this procurement fall into the following areas:

- Broker Vehicle safety
- Customer satisfaction
- Call center measures
- Transportation access
- Timeliness

BROKER VEHICLE SAFETY

Requirement	Performance Measure

Requirement #2: The Broker shall ensure all vehicles have a valid State Motor Vehicle Inspection sticker at all times.	The number of vehicles due to receive a State Vehicle Inspection in a month that are inspected during or prior to that month, divided by the total number of vehicles due to be inspected that month.

CUSTOMER SATISFACTION

Requirement	Performance Measure
Requirement #3: The monthly Member Complaint rate shall not exceed one Complaint per 100 Members.	Number of monthly written or oral Complaints from Members (or their representatives) received by the Broker divided by the total number of Members for that month and region.

CALL CENTER MEASURES

Requirement	Performance Measure
Requirement #4: The call center shall have a monthly abandonment rate of no more than 5%.	The number of calls per month where the caller hangs up before speaking to a live representative, divided by the total number of calls for the month, as reported by the Broker.
Requirement #5: 90% of calls will be directed to a live representative within a 60 second wait.	The number of calls directed to a live representative within a 60 second wait divided by the total number of calls in the queue for the month, as reported by the Broker.

Call Center measures should include all calls received by the Broker from Members and those calling on behalf of Members, including (but not limited to) inquiries, reservations, and Complaints. They do not apply to general administrative lines.

TRANSPORTATION ACCESS

Requirement	Performance Measure
Requirement #6: No Member shall be left stranded without a way to get to their Point of Origin.	Number of Members reported stranded without a trip to their Point of Origin through Broker Reports and Member grievances.
Requirement #7: No trips shall be missed unless cancelled due to emergency weather conditions.	Number of trips the Broker reports were missed and/or cancelled on a monthly basis, along with documentation of reason for cancellation.

Requirement #8: Trip length for rides shared with other Members shall not exceed the estimated trip length for direct transportation of the Member by more than thirty (30) minutes in an urban area or one (1) hour in a rural area.	Upon request by the Department, the Broker shall provide documentation that the reported trip length does not exceed the estimated trip length, as calculated by trip routing software or an application such as Google Maps, by more than thirty (30) minutes when the origin and destination are both within the same designated Urban area, or by one (1) hour when the origin and/or destination are within a Rural area, or when the origin and destination are in non-contiguous designated urban areas.

TRIP TIMELINES

Requirement #9: Ensure timely pick-up and drop-off of Members, for routine as well as urgent care visits.

Performance Measure	Allowable variance	Measure
9a. Scheduled pick-up: Arrival at Member's Point of Origin	To occur no more than 30 minutes before, or 15 minutes after the scheduled time.	Number of monthly trips that meet the on time definition divided by the total number of monthly trips provided.
9b. Drop-off at service	To occur no more than 30 minutes before, or 5 minutes after the scheduled time.	Number of monthly trips that meet the on time definition divided by the total number of monthly trips provided.
9c. Scheduled pick-up: After service	To occur no more than 30 minutes after the scheduled time.	Number of monthly trips that meet the on time definition divided by the total number of monthly trips provided.
9d. Same-day urgent care, will-call and hospital discharge pick-up's	Urban (origin and destination are both within the same designated urban area): To occur no later than 1 hour after notification. Rural (origin and/or destination are within a rural area, or origin and destination are in non-contiguous designated urban areas): To occur no later than 2 hours after notification.	Number of monthly trips that meet the on time definition divided by the total number of monthly trips provided.

N. COMPLAINTS

1.COMPLAINTS

Complaints are expressions of discontent with the transportation services that do not rise to the level of appeals, and have no appeal rights under this Contract. Complaints may be registered with the Broker, either in writing or orally, by Members or their representatives, Transporters, or the public.

2.Broker COMPLAINT PROCEDURE
The Broker agrees to implement a Complaint procedure, by which Broker will respond to all Complaints in a timely fashion. There are no administrative hearing rights for Complaints.

3.Resolution of Broker Complaint Procedures
The Broker will resolve the complaint in accordance with its Complaint Procedure, as set forth in its Operations Manual.

O. DENIAL OF SERVICE

Members may be denied a ride for the following reasons:

1.If a Member is found to be ineligible for NET services on the basis of information provided to and available to the Broker, including the individual is not MaineCare or CHIP eligible, and/or they are not going to a covered MaineCare service, or they are not medically eligible for the covered MaineCare service;

2. If a Member fails to request a NET transport two (2) business days in advance of a medical appointment without good cause. For purposes of this section, "good cause" is created by factors such as: urgent care; post-surgical and/or medical follow up care specified by a health care provider to occur in fewer than 48 hours; imminent availability of an appointment with a specialist when the next available appointment would require a delay of two weeks or more; or, the result of

administrative or technical delay caused by the Broker and requiring that a medical appointment be rescheduled.

3. If a Member has other transportation resources available to them.

P. Denial Notices

If transportation is denied, a Denial Notice must be sent to the Member within 72 hours stating the specific reason for denial and providing information about how to request a review by the Broker or a fair hearing. A copy of the Denial Notice is sent to the Agreement Administrator.

The Broker's Denial Notice form must be approved by the Department.

The Broker's Denial Notice must contain:

1.Head the letter with the Member's name, address, and MaineCare or CHIP ID number;

2.Date the letter;

3. Put in the date the transportation request was made by the Member (not the date of service which may be different);

4. State the type of transportation request, including the destination, the type of transportation requested, the date and time of the medical appointment, and the type of medical service.

5. State the reason(s) the request was denied, including such things as: a) other verification that was done such as checking to see if there was an appointment scheduled with the medical provider, b) the Member had other transportation available to them; c) the transport was not to a covered medical service.

6. State the Member's right to choose to file an Appeal with the Broker, or to file an appeal directly with the Department in accordance with the MaineCare Benefits Manual, Ch. I, Sec. I.

8. Notice that the Member must file an appeal within 60 days of the date of the denial of the service.

9. The Notice must specify that if the Member chooses to file an appeal with the Broker, the member must sign a written waiver that they understand, and agree, that their right to receive a final decision after a Department administrative hearing, within 90 days of filing an appeal, is waived. However, at any point during the Broker appeal process, the Member may choose to withdraw their Broker appeal, and file an appeal with the Department; on the date the Member files an appeal with the Department, the 90 day time period begins.

10. The Member's right to obtain legal assistance for the fair hearing, and a list of those organizations that may be able to provide free legal assistance to the Member;

11. The member's right to bring representation to assist the Member with the fair hearing;

12. The Member's right to bring witnesses and to confront and cross examine any witnesses that are adverse to the Member at the fair hearing;

13. The circumstances under which the Member has a right to continuation of NET services pending outcome of the fair hearing, and how the Member can request that benefits be continued;

14. Notice shall also inform Member that if benefits are continued, and if Broker's denial of services is upheld at the fair hearing, the Broker may not attempt to recover from the Member the cost of the NET services furnished.

Q. APPEALS

Members have a choice to appeal Notices of Denial either to the Broker, or to the Department and request a Fair Hearing.

1.Broker Appeals

The Broker will have a Broker appeal process, which must be approved by the Department.
The Broker will resolve all Broker appeals, in writing, within 60 days of a Member's request for Broker appeal.
Broker will send a copy of the Broker appeal resolution to the Agreement Administrator.

2.Department Fair Hearing Appeals

The Department fair hearing appeal process is set forth in the MCBM, Ch. 1, Sec. 1.

The Broker will attend fair hearings if requested by the Department, and will defend its decisions, and otherwise assist the Department at its request, including providing copies of all documentation requested by the Department. It is essential that thorough documentation is available to support any testimony or respond to issues under investigation in the fair hearing.

R. CONFIDENTIALITY AND PRIVACY

1. Pursuant to state and federal laws, the Broker shall maintain Member confidentiality, and shall only disclose such information as is necessary to determine a Member's eligibility for, schedule, and provide medical transportation. All Broker staff are required to sign a Confidentiality Statement.
2. Personal information about Members, their treatment, or medical diagnoses shall not be relayed to the Transporters, except for information necessary for meeting the Member's transportation needs. Information which is important to meeting the Member's needs can be relayed to Transporter such as: physical limitations, need for assistance, special equipment used by Members, emotional or mental problems affecting Member during transport, and need for assistance entering or exiting a vehicle or getting to or from the vehicle and home or medical office.

3. In the event that the Department determines that disclosure of protected health information (PHI) of any or all populations included in this contract requires a signed authorization to disclose such information; the Broker shall obtain such authorization in writing from a member, prior to disclosing any such PHI about the member. If a member refuses to authorize disclosure of any information which is required to verify member and trip eligibility under or otherwise is required authorize transportation services under this contract, the member may be denied transportation services.

RIDER B
METHOD OF PAYMENT AND OTHER PROVISIONS

1.AGREEMENT AMOUNT $5,100,000.00

a.For the period of August 1, 2013 to June 30, 2014, Broker is paid a monthly capitated reimbursement rate, per member per month (PMPM), different rates for different groups, as set forth below.

CHILDREN HEALTH INSURANCE PROGRAM (CHIP):	$1.85
MAINECARE	
Non-Categorical Adults (MCBM Ch. X, Sec. 2)	$19.40
Benefit for People with HIV/AIDS (MCBM Ch. X, Sec.1)	$10.58
All other MaineCare Members (neither Non-Categorical or HIV/AIDS):	$9.47

If a MaineCare Member also receives any of the following MaineCare benefits, the Broker will be reimbursed $9.47 PLUS the following rates for the following services:

Home and Community Benefits for the Elderly and Adults with Disabilities (MCBM Ch. II, Sec. 19)	$1.08
Home and Community Based Services for Adults with Other Related Conditions (MCBM, Ch. II, Sec. 20)	$202.11
Home and Community Benefits for Members with Intellectual Disabilities Or Autistic Disorder (MCBM, Ch. II, Sec. 21)	$202.11
Support Services for Adults with Intellectual Disabilities or Autistic Disorder (MCBM, Ch. II, Sec. 29)	$367.23

b.DEPARTMENT DETERMINATION OF HOW MANY MEMBERS ARE IN THE BROKER'S REGION EACH MONTH.

The Department will calculate, and provide to the Broker, the number of members in each group by the 20th of the month, to be used by the Broker in preparing the invoice for services delivered in the following month.

C.The Agreement may be amended, by agreement of the parties, to allow for new MaineCare benefits that would require an additional PMPM rate.

D.The PMPM payment is the only reimbursement the Broker receives for this Agreement. All costs borne by Broker - including the costs of complaint and appeals processing, and the costs of reimbursing for overnight travel, and for out of state travel – are incorporated in the PMPM reimbursement rate.

e. Total payments under this contract are not to exceed $5,100,000.00.

E.If the Parties agree to Amend or Extend this Agreement

If the parties agree, in writing, to extend this Agreement, and such an extension includes the period of July 1, 2014 to June 30, 2015, the parties have agreed that the PMPM rates for this period of July 1, 2014 to June 30, 2015 can be no more than the following. This does not limit future amendments or extension of this contract to the one year period listed.

CHILDREN HEALTH INSURANCE PROGRAM (CHIP):	$1.90
MAINECARE	
Non-Categorical Adults (MCBM Ch. X, Sec. 2)	$21.11
Benefit for People with HIV/AIDS (MCBM Ch. X, Sec.1)	$11.72
All other MaineCare Members (neither Non-Categorical nor HIV/AIDS):	$9.71
If a MaineCare Member also receives any of the following MaineCare benefits, the Broker will be reimbursed $9.71 PLUS the following rates for the following services:	
Home and Community Benefits for the Elderly and Adults with Disabilities (MCBM Ch. II, Sec. 19)	$1.15
Home and Community Based Services for Adults with Other Related Conditions (MCBM, Ch. II, Sec. 20)	$212.48
Home and Community Benefits for Members with Intellectual Disabilities Or Autistic Disorder (MCBM, Ch. II, Sec. 21)	$212.48
Support Services for Adults with Intellectual Disabilities or Autistic Disorder (MCBM, Ch. II, Sec. 29)	$377.15

2. **INVOICES AND PAYMENT**.

a. Invoices. The Broker shall submit an invoice to the Department, by the final day of each month, for services delivered in the following month. This invoice may be delivered electronically by email to the Agreement Administrator, or via paper "hard copy" to the Agreement Administrator.

b. Payment. Invoices will be reimbursed within 30 days of receipt.

c.Payments are subject to the availability of funds.

3. **BENEFITS AND DEDUCTIONS** If the Broker is an individual, the Broker understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Broker further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Broker for his/her Income Tax records.

4. **INDEPENDENT CAPACITY** In the performance of this Agreement, the parties hereto agree that the Broker, and any agents and employees of the Broker shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.

5. **DEPARTMENT'S REPRESENTATIVE** The Agreement Administrator shall be the Department's representative during the period of this Agreement. He/she has authority to curtail services if necessary to ensure proper execution. He/she shall certify to the Department when payments under the Agreement are due and the amounts to be paid. He/she shall make decisions on all claims of the Broker, subject to the approval of the Commissioner of the Department.

6. **AGREEMENT ADMINISTRATOR**. All progress reports, correspondence and related submissions from the Broker shall be submitted to:

Name and Title:	Brian Sullivan, Manager, Non-Emergency Transportation
Address:	State of Maine Department of Health and Human Services 11 State House Station Augusta, ME 04333
Telephone:	207-215-0706
E-mail Address:	Brian.sullivan@maine.gov

who is designated as the Agreement Administrator on behalf of the Department for this Agreement, except where specified otherwise in this Agreement.

The following is designated as the Program Administrator for this Agreement and shall be responsible for oversight of the programmatic aspects of this Agreement.

Name and Title:	Michelle Probert Director of Strategic Initiatives
Address:	State of Maine Department of Health and Human Services 11 State House Station Augusta, ME 04333
Telephone:	207-287-2641

E-mail Address: Michelle.probert@maine.gov

7. **CHANGES IN THE WORK** The Department may order changes in the work, the Agreement Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the State Purchases Review Committee. Said amendment must be effective prior to execution of the work.

8. **SUB-AGREEMENTS** Unless provided for in this Agreement, no arrangement shall be made by the Broker with any other party for furnishing any of the services herein contracted for without the consent and approval of the Agreement Administrator. Any sub-agreement hereunder entered into subsequent to the execution of this Agreement must be annotated "approved" by the Agreement Administrator before it is reimbursable hereunder. This provision will not be taken as requiring the approval of contracts of employment between the Broker and its employees assigned for services thereunder.

9. **SUBLETTING, ASSIGNMENT OR TRANSFER** The Broker shall not sublet, sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Agreement Administrator. No subcontracts or transfer of agreement shall in any case release the Broker of its liability under this Agreement.

10. **EQUAL EMPLOYMENT OPPORTUNITY** During the performance of this Agreement, the Broker agrees as follows:

a. The Broker shall not discriminate against any employee or applicant for employment relating to this Agreement because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Broker shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Broker agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

b. The Broker shall, in all solicitations or advertising for employees placed by or on behalf of the Broker relating to this Agreement, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.

c. The Broker shall send to each labor union or representative of the workers with which it has a collective bargaining agreement, or other agreement or understanding, whereby it is furnished with labor for the performance of this Agreement a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Broker's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Broker shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.

e. The Broker shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.

f. Contractors and subcontractors with contracts in excess of $50,000 shall also pursue in good faith affirmative action programs.

g. The Broker shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

11. **EMPLOYMENT AND PERSONNEL** The Broker shall not engage any person in the employ of any State Department or Agency in a position that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. The Contractor shall not engage on a full-time, part-time or other basis during the period of this Agreement, any other personnel who are or have been at any time during the period of this Agreement in the employ of any State Department or Agency, except regularly retired employees, without the written consent of the State Purchases Review Committee. Further, the Broker shall not engage on this project on a full-time, part-time or other basis during the period of this Agreement any retired employee of the Department who has not been retired for at least one year, without the written consent of the State Purchases Review Committee. The Broker shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

12. **STATE EMPLOYEES NOT TO BENEFIT** No individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom directly or indirectly that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. No other individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom directly or indirectly due to his employment by or financial interest in the Broker or any affiliate of the Broker, without the written consent of the State Purchases Review Committee. The Broker shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

13. **WARRANTY** The Broker warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Agreement and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Broker, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the Department shall have the right to annul this Agreement without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. **ACCESS TO RECORDS.** As a condition of accepting an Agreement for services under this section, a Broker must agree to treat all records, other than proprietary information, relating to personal services work performed under the Agreement as public records under the freedom of access laws to the same extent as if the work were performed directly by the Department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the Broker and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the Agreement and information concerning employee and Agreement oversight and accountability procedures and systems are not proprietary information. The Broker shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Agreement and make such materials available at its offices at all reasonable times during the period of this Agreement and for such subsequent period as specified under the MaineCare Benefits Manual. The Broker shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.

15. **TERMINATION** The performance of work under the Agreement may be terminated by the Department in whole, or in part, whenever for any reason the Agreement Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be effected by delivery to the Broker of a Notice of Termination specifying the extent to which performance of the work under the Agreement is terminated and the date on which such termination becomes effective. The Agreement shall be equitably adjusted to compensate for such termination, and modified accordingly.

16. **GOVERNMENTAL REQUIREMENTS** The Broker warrants and represents that it will comply with all governmental ordinances, laws and regulations.

17. **GOVERNING LAW** This Agreement shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Agreement shall be brought in State of Maine administrative or judicial forums. The Broker consents to personal jurisdiction in the State of Maine.

18. **STATE HELD HARMLESS** The Broker agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description (hereinafter in this paragraph referred to as "claims") resulting from or arising out of the performance of this Agreement by the Broker, its employees, agents, or subcontractors. Claims to which this indemnification applies include, but without limitation, the following: (i) claims suffered or incurred by any contractor, subcontractor, materialman, laborer and any other person, firm, corporation or other legal entity (hereinafter in this paragraph referred to as "person") providing work, services, materials, equipment or supplies in connection with the performance of this Agreement; (ii) claims arising out of a violation or infringement of any proprietary right, copyright, trademark, right of privacy or other right arising out of publication, translation, development, reproduction, delivery, use, or disposition of any data, information or other matter furnished or used in connection with this Agreement; (iii) Claims arising out of a libelous or other unlawful matter used or developed in connection with this Agreement; (iv) claims suffered or incurred by any person who may be otherwise injured or damaged in the performance of this Agreement; and (v) all legal costs and other expenses of defense against any asserted claims to which this indemnification applies. This indemnification does not extend to a claim that results solely and directly from (i) the Department's negligence

or unlawful act, or (ii) action by the Broker taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of the Department in accordance with this Agreement.

19. **NOTICE OF CLAIMS** The Broker shall give the Contract Administrator immediate notice in writing of any legal action or suit filed related in any way to the Agreement or which may affect the performance of duties under the Agreement, and prompt notice of any claim made against the Broker by any subcontractor which may result in litigation related in any way to the Agreement or which may affect the performance of duties under the Agreement.

20. **APPROVAL** This Agreement must have the approval of the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.

21. **LIABILITY INSURANCE** The Broker shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Agreement with adequate liability coverage to protect itself and the Department from suits. Brokers insured through a "risk retention group" insurer prior to July 1, 1991 may continue under that arrangement. Prior to or upon execution of this Agreement, the Broker shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.

22. **NON-APPROPRIATION** Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

23. **SEVERABILITY** The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provision or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

24. **INTEGRATION** All terms of this Agreement are to be interpreted in such a way as to be consistent at all times with the terms of Rider B (except for expressed exceptions to Rider B included in Rider C), followed in precedence by Rider A, and any remaining Riders in alphabetical order.

25. **FORCE MAJEURE** The Department may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The Department may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

26. **SET-OFF RIGHTS** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Broker under this Agreement up to any amounts due and owing to the State with regard to this Agreement, any other Agreement, any other Agreement with any State department or agency, including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary

penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.

27. **ENTIRE AGREEMENT** This document contains the entire Agreement of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Agreement that any implied waiver occurred between the parties which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Agreement, or to exercise an option or election under the Agreement, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Agreement or at law.

Rider C

Exceptions to Rider B

No exceptions to Rider B are included in this contract.

Rider D
Additional Requirements

1. **REPORTING SUSPECTED ABUSE OR NEGLECT.** The Broker shall comply with the the Department rules for reporting abuse or neglect of children or adults pursuant to 22 MRSA §§ 3477 and 4011-A. In addition, the Broker agrees to follow the Department rules on reportable events pursuant to 14-197 CMR ch. 12.

2. **CONFIDENTIALITY.** The Broker shall comply with Federal and State statutes and regulations for the protection of information of a confidential nature regarding all persons served under the terms of this Agreement. In addition, the Broker shall comply with Title II, Subtitle F, Section 261-264 of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, titled "Administrative Simplification" and the rules and regulations promulgated thereunder.

To the extent the Broker is considered a Business Associate under HIPAA, the Broker shall execute and deliver in form acceptable to the Department a Broker agreement (BA agreement). The terms of the BA agreement shall be incorporated into this Agreement by reference. The Department shall have recourse to such remedies as are provided for in this Agreement for breach of Agreement, in the event the Broker either fails to execute and deliver such BA agreement to the Department or fails to adhere to the terms of the BA Agreement.

3. **LOBBYING.** No Federal or State appropriated funds shall be expended by the Broker for influencing or attempting to influence, as prohibited by state or federal law, an officer or employee of any Federal or State agency, a member of Congress or a State Legislature, or an officer or employee of Congress or a State Legislature in connection with any of the following covered actions: the awarding of any agreement; the making of any grant; the entering into of any cooperative agreement; or the extension, continuation, renewal, amendment, or modification of any agreement, grant, or cooperative agreement. The signing of this Agreement fulfills the requirement that Brokers receiving over $100,000 in Federal or State funds file with the Department with respect to this provision.

If any other funds have been or will be paid to any person in connection with any of the covered actions specified in this provision, the Broker shall complete and submit a "Disclosure of Lobbying Activities" form available at:

http://www.whitehouse.gov/omb/grants/#forms.

4. **DRUG-FREE WORKPLACE.** By signing this agreement, the Broker certifies that it shall provide a drug-free workplace by: publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Broker's workplace and specifying the actions that will be taken against employees for violation of such prohibition; establishing a drug-free awareness program to inform employees about the dangers

of drug abuse in the workplace, the Broker's policy of maintaining a drug-free workplace, available drug counseling and rehabilitation programs, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace; providing a copy of the drug-free workplace statement to each employee to be engaged in the performance of this agreement; notifying the employees that as a condition of employment under the agreement the employee will abide by the terms of the statement and notify the employer of any criminal drug conviction for a violation occurring in the workplace no later than five days after such conviction.

The Broker shall notify the state agency within ten days after receiving notice of criminal drug convictions occurring in the workplace from an employee, or otherwise receiving actual notice of such conviction, and will take one of the following actions within 30 days of receiving such notice with respect to any employee who is so convicted: take appropriate personnel action against the employee, up to and including termination, or requiring the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

5. **DEBARMENT AND SUSPENSION.** By signing this agreement, the Broker certifies to the best of its knowledge and belief that it and all persons associated with the agreement, including persons or corporations who have critical influence on or control over the agreement, are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

The Broker further agrees that the Debarment and Suspension Provision shall be included, without modification, in all sub-agreements.

6. **ENVIRONMENT TOBACCO SMOKE.** By signing this agreement, the Broker certifies that it shall comply with the Pro-Children Act of 1994, P.L. 103-227, Part C, which requires that smoking not be permitted in any portion of any indoor facility owned, leased, or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments by Federal grant, Agreement, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or MaineCare funds, and portions of facilities used for inpatient drug or alcohol treatment.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 per day and/or the imposition of an administrative compliance order on the responsible entity.

Also, the Broker of foster care services agrees that it will comply with Resolve 2003, c. 134, which prohibits smoking in the homes and vehicles operated by foster parents.

7. **MEDICARE AND MAINECARE ANTI-KICKBACK.** By signing this agreement, the Broker agrees that it shall comply with the dictates of 42 U.S.C. 1320a-7b (b), which prohibits the solicitation or receipt of any direct or indirect remuneration in return for referring or arranging for the referral of an individual to a Broker of goods or services that may be paid for with Medicare, MaineCare, or state health program funds.

8. **PUBLICATIONS.** When issuing reports, brochures, or other documents describing programs funded in whole or in part with funds provided through this agreement, the Broker agrees to clearly acknowledge the participation of the Department of Health and Human Services in the program. In addition, when issuing press releases and requests for proposals, the Broker shall clearly state the percentage of the total cost of the project or program to be financed with agreement funds and the dollar amount of agreement funds for the project or program.

9. **MOTOR VEHICLE CHECK.** The Broker shall complete a check with the Bureau of Motor Vehicles on all of Broker's staff and volunteers who transport clients or who may transport clients. This check must be completed before the Broker allows the staff person or volunteer to transport clients, and at least every two years thereafter. If the record of a staff member or volunteer contains an arrest or conviction for Operating under the Influence or any other violations which, in the judgment of the Broker, indicate an unsafe driving history within the previous three (3) years, the Broker shall not permit the staff member or volunteer to transport clients. The Broker shall implement appropriate procedures to ensure compliance with the requirements of this section.

10. **OWNERSHIP.** All notebooks, plans, working papers, or other work produced in the performance of this Agreement that are related to specific deliverables under this Agreement, are the property of the Department and upon request shall be turned over to the Department.

11. **SOFTWARE OWNERSHIP.** Upon request, the State and all appropriate federal agencies shall receive a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to do so, all application software produced in the performance of this Agreement, including, but not limited to, all source, object, and executable code, data files, and job control language, or other system instructions. This requirement applies only to software that is a specific deliverable under this Agreement, or is integral to the program or service funded under this Agreement, and is primarily financed with funding provided under this Agreement.

12. **EXCEPTIONS TO OMB CIRCULARS FOR NON-FEDERALLY-FUNDED ACTIVITIES.**

(a) Travel. The reimbursement rate for mileage charged to Department funded programs cannot exceed the reimbursement rate allowed for state employees. (5 M.R.S.A. §1541(13)(A)).

(b) Any other exceptions to OMB Circular A-122 are allowable only with prior written approval from the Department and must be offset against identified unrestricted non-Federal revenue.

13. **MAINECARE REGULATIONS.** Brokers who receive MaineCare funds will assure that their programmatic and financial management policies and procedures are in accordance with applicable MaineCare regulations and that their staff members are familiar with the requirements of the applicable MaineCare service they are providing. Brokers will ensure that they are in compliance with the applicable MaineCare regulation prior to billing for the service.

14. REVENUE MAXIMIZATION. The Broker shall conduct its services in such a way as to maximize revenues from MaineCare and other third-party sources such as private insurance as may be available to reduce the need for funds from the Department. Agreement funds may not be used to pay for services that are reimbursable by other third party sources, such as private health insurance and MaineCare, under any circumstances. It is the Broker's obligation to seek and obtain reimbursement from other third party sources for any reimbursable services provided to covered individuals.

15. BACKGROUND CHECKS. The Broker agrees to conduct background checks on all prospective employees, persons contracted or hired, consultants, volunteers, students, and other persons who may provide services under this Agreement. Background checks on persons professionally licensed by the State of Maine will include a confirmation that the licensee is in good standing with the appropriate licensing board or entity. The Broker shall not hire or retain in any capacity any person who may directly provide services to a client under this Agreement if that person has a record of:

(a) any criminal conviction that involves client abuse, neglect or exploitation;

(b) any criminal conviction in connection to intentional or knowing conduct that caused, threatened, solicited or created the substantial risk of bodily injury to another person;

(c) any criminal conviction resulting from a sexual act, contact, touching or solicitation in connection to any victim; or

(d) any other criminal conviction, classified as Class A, B or C or the equivalent of any of these, or any reckless conduct that caused, threatened, solicited or created the substantial risk of bodily injury to another person within the preceding two years. Employment of persons with records of such convictions more than two years ago is a matter within the Broker's discretion after consideration of the individual's criminal record in relation to the nature of the position.

The Broker shall contact child protective services units within State government to obtain any record of substantiated allegations of abuse, neglect or exploitation against an employment applicant before hiring the same. In the case of a child protective services investigation substantiating abuse, neglect or exploitation by a prospective employee of the Broker, it is the Broker's responsibility to decide what hiring action to take in response to that substantiation, while acting in accordance with licensing standards.

Brokers are not required to obtain records from child protective services for employees who (a) do not provide services to children, and (b) work in settings where there is on-site supervision at all times.

16. BROKER RESPONSIBILITIES / SUB AGREEMENTS. The Broker is solely responsible for fulfillment of this Agreement with the Department. The Broker assumes responsibility for all services offered and products to be delivered whether or not the Broker is the manufacturer or producer of said services.

(a) Sub-agreements.

i. All sub-agreements must contain the assurances enumerated in Sections 10, 11, and 12 of Rider B and Sections 4, 5, 6, 7 of Rider D;

ii. All sub-agreements must be signed and delivered to the Department's Agreement Administrator within five (5) business days following the execution date of the sub-agreement.

iii. See Rider B Section 8.

(b) Relationship between Broker, Subcontractor and Department. The Broker shall be wholly responsible for performance of the entire agreement whether or not subcontractors are used. Any sub-agreement into which the Broker enters with respect to performance under this Agreement shall not relieve the Broker in any way of responsibility for performance of its duties. Further, the Department will consider the Broker to be the sole point of contact with regard to any matters related to this Agreement, including payment of any and all charges resulting from this Agreement. The Department shall bear no liability for paying the claims of any subcontractors, whether or not those claims are valid.

(c) Liability to Subcontractor. The requirement of prior approval of any sub-agreement under this Agreement shall not make the Department a party to any sub-agreement or create any right, claim or interest in the subcontractor or proposed subcontractor against the Department. The Broker agrees to defend (subject to the approval of the Attorney General) and indemnify and hold harmless the Department against any claim, loss, damage, or liability against the Department based upon the requirements of Rider B, Section 18.

17. **RENEWALS.** This Agreement may be renewed at the discretion of the Department.

18. **NO RULE OF CONSTRUCTION.** The parties acknowledge that this Agreement was initially prepared by the Department solely as a convenience and that all parties hereto, and their counsel, have read and fully negotiated all the language used in the Agreement. The parties acknowledge that, because all parties and their counsel participated in negotiating and drafting this Agreement, no rule of construction shall apply to this Agreement that construes ambiguous or unclear language in favor of or against any party because such party drafted this Agreement.

19. **CONFLICT OF INTEREST.** The Broker covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Broker further covenants that in the performance of this Agreement, no person having any such known interests shall be employed. (See also Rider B, #11 and #12.)

RIDER E

RIDER G
IDENTIFICATION OF COUNTRY
IN WHICH CONTRACTED WORK WILL BE PERFORMED

Please identify the country in which the services purchased through this Agreement will be performed:

☒ **United States. Please identify state:** Maine

☐ **Other. Please identify country:** _____

Notification of Changes to the Information

The Broker agrees to notify the Division of Purchases of any changes to the information provided above.

RIDER I
MAINE STATE DEPARTMENT OF HEALTH AND HUMAN SERVICES
ASSURANCE OF COMPLIANCE

ASSURANCE OF COMPLIANCE WITH TITLES VI OF THE CIVIL RIGHTS ACT OF 1964, SECTION 504 OF THE REHABILITATION ACT OF 1973, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE DISCRIMINATION ACT OF 1975, THE CODE OF FAIR PRACTICES AND AFFIRMATIVE ACTION AND STATE OF MAINE EXECUTIVE ORDER 17/FY 04/05.

The Broker/Contractor provides this assurance in consideration of and for the purpose of obtaining Federal/State grants, loans, contracts, property, discounts or other Federal/State financial assistance from the U.S./State Departments of Health and Human Services.

By signing this contract, Rider I Assurance of Compliance is by agreement fully incorporated into the contract.

THE BROKER/CONTRACTOR HEREBY AGREES THAT IT WILL COMPLY WITH:

1. Titles VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Service (45 C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States, shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Broker/Contractor receives Federal/State financial assistance from the Department. Specifically, Brokers of client services shall develop clear, written communication plans, provide and document training in order to ensure that staff can communicate meaningfully with applicants/clients and/or family members who are limited English proficient (LEP); determine the primary language of applicants/clients and/or family members, and ensure that bi-lingual workers or qualified interpreters will be provided at no cost to the applicant/client.

2. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap be excluded from participation in, be denied the benefits of, or subjected to discrimination under any program or activity for which the Broker/Contractor receives Federal/State financial assistance from the Department. Specifically, Brokers shall develop clear, written communication plans, provide and document training in order to ensure that staff can communicate meaningfully with applicants/clients and/or family members who are deaf, hard or hearing, late deafened, speech impaired and/or nonverbal. The Broker will provide visible or tactile alarms for safety and privacy, telecommunications device for the deaf (TTY), amplified phone or fax machine, and train staff in the use of adaptive equipment. The Broker shall obtain the services of a qualified, licensed sign language interpreter or other adaptive service such as CART or C-Print at no expense to the applicant/client or family member.

3. Title IX of the Educational Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by for pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of /or be otherwise subjected to discrimination under any education program or activity for which the Broker/Contractor receives Federal/State financial assistance from the Department.

4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in or be subjected to discrimination under any program or activity for which the Broker/Contractor receives Federal/State financial assistance from the Department.

5. The Code of Fair Practices and Affirmative Action, 5 M.R.S.A. § 781 *et. seq.*, to the end that, in accordance with the Code of Fair Practices and Affirmative Action, no state or state related agency contractor, subcontractor, or labor union or representative of the workers with which the contractor has an agreement will discriminate because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability while providing any function or service to the public, in enforcing any regulation, or in any education, counseling, vocational guidance, apprenticeship and on the job training programs, unless based upon a bona fide occupational qualification. During the performance of this contract, the Broker/Contractor agrees as follows:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religious creed, sex, national origin, ancestry, age physical or mental disability. Such action shall include, but not be limited to the following: Employment, upgrading, demotions, transfers, recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. The Broker/Contractor will, in all solicitations or advertisements for employees place by or on behalf of the Broker/Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability.

C. The Broker/Contractor will send to each labor union or representative of the workers with which it has a collective or bargaining agreement, or other contract or understanding, whereby he is furnished with labor for the performances of his contract, a notice, to be provided by the contracting department or agency, advising the said labor union or workers' representative of the contractor's commitment

under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Broker/Contractor will cause the foregoing provisions to be inserted in all contracts for any work covered by this agreement so that such provisions will be binding upon each subcontractor.

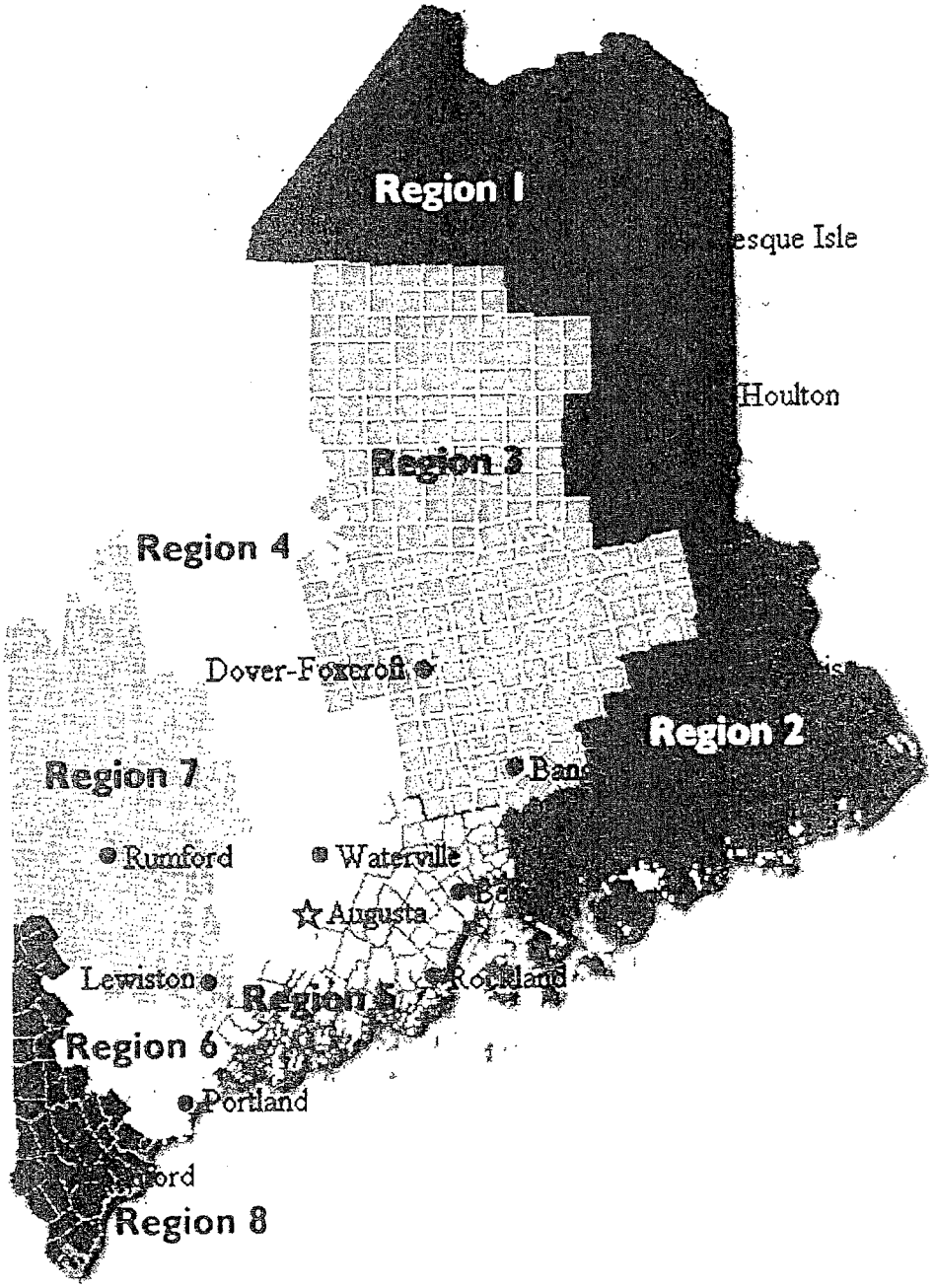
E. Broker/Contractors and subcontractors with contracts in excess of $50,000 will also pursue in good faith affirmative action programs.

6. State of Maine Executive Order 17 FY 04/05 which provides that all contractors entering into contracts for services to be provided to or on behalf of the State of Maine not discriminate against any employee or applicant for employment because of that employee's or applicant's sexual orientation. Solicitations or advertisements for employment by the contractor or subcontractor shall state that all qualified applicants will receive consideration for employment without regard to sexual orientation. Contractor will notify each labor union or workers' representative of the contractor's obligations under State of Maine Executive Order 17 FY 04/05 and post such notice in conspicuous places available to employees and applicants for employment. The contractor will cause the requirement of State of Maine Executive Order 17 FY 04/05 to be inserted in all contracts for work covered by a State contract for services such that the requirements will be binding on any and all subcontractors. The Broker further stipulates that services will be provided in a culturally sensitive and age appropriate manner.

The Broker/Contractor agrees that compliance with this assurance constitutes a condition of continued receipt of Federal/State financial assistance, and that it is binding upon the Broker/Contractor, its successors, transferees and assignees for the period during which such assistance is provided. The Broker/Contractor also agrees that the Department may withhold financial assistance to any recipient found to be in violation of the Maine Human Rights Act, 5 M.R.S.A. § 4551 *et. seq.* or the Federal Civil Rights Act, 42 U.S.C. § 1981 *et. seq.* in accordance with 5 M.R.S.A. § 783. If any real property or structure thereon is provided or improved with the aid of Federal/State financial assistance extended to the Broker/Contractor by the Department, this assurance shall obligate the Broker/Contractor, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal/State financial assistance is extended or for another purpose involving the provision of similar service or benefits. If any personal property is so provided, this assurance shall obligate the Broker/Contractor for the period during which it retains ownership or possession of the property. The Broker/Contractor further recognizes and agrees that the United States shall have the right to seek judicial enforcement of the assurance.

* Technical assistance and information relating to the requirements associated with sections 1 through 5 can be found at U.S. Health and Human Services Website: www.hhs.gov/ocr/pregrant/indexpg.html. Technical assistance and information regarding section 1 can also be found at the U.S. Equal Employment Opportunity Commission website: www.eeoc.gov. Technical assistance and information relating to the requirements associated with section 6 can be found at www.state.me.us/mhrc/laws.htm . For technical assistance and information relating to section 6 above, please refer to www.jan.wvu.edu/links/adalinks.html. Information relating to section 6 can be found at http://janus.state.me.us/legis/statutes/search.asp.

Appendix A
Map of Transit Regions



LIST OF TOWNS FOR TRANSIT REGION 8

Acton
Alfred
Arundel
Berwick
Biddeford
Brownfield
Buxton
Cornish
Dayton
Denmark
Eliot
Fryburg
Hiram
Hollis
Kennebunk
Kennebunkport
Kittery
Lebanon
Limerick
Limington
Lovel
Lyman
Newfield
North Berwick
Ogunquit
Old Orchard Beach
Parsonsfield
Porter
Saco
Sanford
Shapleigh
South Berwick
Stoneham
Stow
Sweden
Waterboro
Wells
York

Appendix B
Schedule of Required Reports

Incident / Accident Notification Report	Electronic (Email Attachment / FTP)	Within 1 business day of incident.	The report shall contain the following data: • Name of Driver; • Type of Driver (Volunteer, Agency, etc.) and name; • Date / Time of Incident; • Description of Incident; • Detail of any injuries to member, driver, or others, including medical treatment received • Any other actions taken or planned as a result of an Incident/accident
Monthly Incident Report	Electronic (Email Attachment / FTP)	By the 15th of each month.	This report shall document all Incidents and accidents which occurred in the previous calendar month. It must include the following data: • Total number of Incidents • Date of Incident; • Date Incident reported to department; • Nature of Incident; • Number of Incidents by each Agency Transporter
Suspicion of Fraud or Abuse	Electronic (Email)	Within 1 business day of initiation of investigation.	The Report shall document any potential fraud which caused the Broker to initiate an investigation. It shall include: • Name of the individual or entity suspected of fraud; • Detailed reason for suspicion, including names, dates, and description of suspected fraud or abuse; • Steps Broker will undertake to investigate and time frame for same.
Monthly Fraud Report	Electronic (Email Attachment / FTP)	By the 15th of each month.	The report shall document any investigations of fraud or abuse undertaken or continued in the previous calendar month. It shall include for each investigation: • Name of individual or entity suspected of fraud or abuse;

			• Nature of potential fraud or abuse; • Actions taken to investigate the suspected fraud or abuse; • Resolution of the investigation (if completed), and, if not completed, the time frame for next steps.
NET Encounter Data	ANSI 837P	By the 15th of each month.	The Broker shall submit "clean" claim forms, as if submitting claims for payments, documenting all NET services provided the previous months. The claims must comply with current billing standards, and must have a billed amount of $0.00.
Transporter Change Report	Electronic (Email Attachment / FTP)	By the 15th of each month.	As necessary, the Broker shall submit a list of additions to their network of Transporters, and a second list of deletions from their network of Transporters. It must include the following: • Transporter Name; • Contact Name; • Business Phone Number; • Type of Vehicle(s); • Number of Vehicle(s) added or deleted.
Late and Missed Trip Report (Weekly)	Electronic (Email Attachment / FTP)	By close of business Tuesday each week.	The Broker shall report the following data concerning trip timeliness for the previous week: • Number of trips scheduled • Number of trips Late, • Number of trips missed,
Late and Missed Trip Report (Monthly)	Electronic (Email Attachment / FTP)	By the 15th of each month.	The Broker shall report the following data concerning trip timeliness for the previous calendar month: • Number of Trips Scheduled • Number of trips Late, • Number of trips missed,

Call Center Metrics (Weekly)	Electronic (Email Attachment / FTP)	By close of business Tuesday of each week.	The Broker shall report on the previous week's call statistics, sorted by split, including the following data elements: • Number of calls received; • Service Level: Percentage of calls answered within 60 seconds; • Percentage of calls abandoned; • Average wait time until call abandoned; • Average Handle Time • Average Speed to Answer
Call Center Metrics (Monthly)	Electronic (Email Attachment / FTP)	By the 15th of each month.	The Broker shall report on the previous calendar month's call statistics, sorted by split / trunk, including the following data elements: • Number of calls received; • Service Level: Percentage of calls answered within 60 seconds; • Percentage of calls abandoned; • Average wait time until call abandoned; • Average Handle Time; • Average Speed to Answer; • Average Hold Time; • Average Number of operators staffed;
Call Center Quality Assurance (Monthly)	Electronic (Email Attachment / FTP)	By the 15th of each month.	The Broker shall report on the results of quality assurance audits conducted in the previous calendar month. It shall, at a minimum include the following: • Number of call audits completed; • Number of audits receiving a passing grade; • Number of audits receiving a failing grade; • Number of operators who received a failing grade; • Improvement plan for any operator who received a failing grade (if applicable).

Member Complaints	Electronic (Email Attachment / FTP)	By the 15th of each month.	The Broker shall submit a log of Member complaints received the previous calendar month. The log should separate the complaints by their nature (timeliness, courtesy, etc.), as well as contain a cumulative total. The Broker should address any observable trends, detailing actions taken or anticipated to resolve the root causes of the trends. It should also contain a detailed report describing each complaint, containing the following information: • Member Name; • Person or entity making complaint on behalf of Member (such as a physician if the Member is unable or unwilling to submit complaint); • Date of Complaint; • Date of Transportation • Complaint Details; • Who the complaint is against; • Complaint Resolution; • Resolution Date.

Denied Trip Authorization Report	Electronic (Email Attachment / FTP)	By the 15th of each month.	The Broker shall list and detail all requests for services received in the previous calendar month. The detail shall include the name of the Member for whom one or more trips were denied, as well as the denial reason.
Discharges from Hospitals or Emergency Departments	Electronic (Email Attachment / FTP)	By the 15th of each month.	The Broker shall report, for each Member discharged from a hospital or emergency department, the following: • Member Name; • Time the request for post discharge NET received; • Time of pick up from hospital or ED.
Trips by Level of Service	Electronic (Email Attachment / FTP)	By the 15th of each month.	The Broker shall report the following for each mode of transportation (Agency Vehicle, Wheelchair Accessible Vehicle, Volunteer, etc.), during the previous calendar month. A Member who utilizes multiple modes of transport shall be included in the unique member count for each mode: • Number of trips scheduled; • Number of trips completed on time; • Number of trips completed late; • Number of trips cancelled by Member; • Number of trips neither completed nor cancelled by Member; • Number of unique (non-duplicated) members utilizing mode of service. Additionally a cumulative total of unique (non-duplicated) Members who utilized any mode of transportation shall be included in the Report.
Completed Trips by Destination	Electronic (Email Attachment / FTP)	By the 15th of each month.	The Broker shall report the number of completed trips in the previous calendar month, sorted by trip destination. Examples of destinations include, but are not limited to: • Doctor's Office • Pharmacy • Hospital • Day Program • Residence
Cancelled Trip Reason	Electronic (Email	By the 15th of each	The Broker shall report the number of trips cancelled in the previous calendar month. This

	Attachment / FTP)	month.	should be sorted by who cancelled the trip, (Transporter, Member, or Broker). For any trips cancelled by the Broker a reason must be included as to why the trip was cancelled.
No Show Report	Electronic (Email Attachment / FTP)	By the 15th of each month.	The Broker shall report the number of Member and Transporter "No Shows" that occurred in the previous calendar month.
Agency Vehicle Inspection Report	Electronic (Email Attachment / FTP)	By the 15th of each month.	The Broker shall report on vehicle inspection activity conducted in the previous calendar month, sorted by vehicle type. The report must include the following information: • Number of vehicles due for inspection; • Number of vehicles inspected; • Number of vehicles that passed inspection; • Number of vehicles that failed inspection and were not repaired by end of month; • Number of vehicles that failed inspection and were repaired and passed a subsequent inspection

Grievance Report	Electronic (Email Attachment / FTP)	By the 15th of each month.	The Broker shall document all Member grievances which were outstanding at any time in the previous month. The Report shall include: • Name of Member initiating grievance; • Nature of Grievance; • Actions taken by Broker to resolve grievance; • Schedule of administrative hearing process (if applicable); • Results of grievance (if closed).
Agency Transporter Damages / Sanctions	Electronic (Email Attachment / FTP)	By the 15th of each month.	The Broker shall provide a detailed explanation of any sanctions, penalties, or damages assessed against an Agency Transporter. At a minimum, the report shall include: • The name of the Transporter being sanctioned; • The reason for the sanction; • Evidence of contractual authority to assess sanction; • Actual amount of liquidated damages withheld (if applicable).
Shared Trip Rate Paid for Non-Members	Electronic (Email Attachment / FTP)	By the 15th of each month.	The Broker shall document all transporters whom provided transportation in the preceding month, where Members being provided services under this contract were, for all or part of the Member's transport, transported concurrently, in the same vehicle with non-Medicaid or CHIP riders ("non-Members") who are not entitled to transportation services under this Contract. For all such transporters, the Broker shall receive an attestation from the transportation provider that the rate actually paid to the provider for non-Member riders was equal to or greater than the rate paid for Members under this contract.

Annual Transportation Report	Electronic (Email Attachment / FTP)	Draft report due February 1, final report due 30 days after receipt of department comments.	The Broker shall submit an annual narrative report describing, at a minimum, the following topics for the previous calendar year: • Services provided; • Status of Transporter Network; • Outreach activities undertaken; • Training and education initiatives undertaken; • Complaints and grievances; • Challenges faced and how they were addressed; • Successes achieved during the year; • Proposed enhancements or initiatives for the upcoming year.
Independent Financial Stability Assessment	Electronic (Email Attachment / FTP)	Date to be set by mutual agreement.	The Broker shall submit a report from an independent auditor indicating that the auditor has reviewed the Broker's financial statements and finds no material weakness which would impact the Brokers' ability to manage the Department's NET program in accordance with sound business principles. Submitting the results of an existing annual audit, if the audit was conducted within the last 12 months of this Contract, is sufficient. The Date the report shall be due shall be set by mutual agreement of the parties, based on existing financial audits being conducted by Broker.
Program Integrity Report	Electronic (Email Attachment / FTP)	Draft report due February 1, final report due 30 days after receipt of department comments.	The Broker shall submit an annual report outlining how the Broker identifies and combats potential issues of fraud and abuse. The report shall detail challenges the Broker encountered in the previous year. Additionally, the report shall, and actions taken to correct any weaknesses discovered.

Root Cause Analysis	Electronic (Email Attachment / FTP)	Ad-hoc: To be completed within 5 business days of request.	Should the Department discover an area of unsatisfactory performance, it may ask, at its discretion, the Broker to conduct and report on a root cause analysis. This Report shall detail: • The root cause for the unsatisfactory performance. • The actions taken or to be taken by the Broker to improve performance to a satisfactory level. • An expected improvement timeline, detailing when Broker expects improvement to reach a satisfactory level, with intermediate improvement goals noted.
Other Ad Hoc Reports	Electronic (Email Attachment / FTP)	Within 1 business day, unless other due date agreed upon by mutual agreement.	The Department may request data regarding Broker or Transporter operations as needed to conduct its business. The nature of the individual report will be determined at the time of request.