



TYPE B

AGREEMENT

This AGREEMENT is made this 1st day of **MONTH, 2023**, through the period of **June 30, 2024**, by and between the **Montachusett Regional Transit Authority** (hereinafter referred to as “**MART**”), **1427R Water Street, Fitchburg, MA 01420**, a body politic and corporate, and a political subdivision of the Commonwealth of Massachusetts, organized pursuant to the provisions of Chapter 161B of the General Laws of Massachusetts and (**Legal business name of Transportation Provider**) (hereinafter referred to as the “**Transportation Provider**”) a company qualified to do business in the Commonwealth of Massachusetts, having a usual place of business at (**Legal Business address of Transportation Provider**).

WITNESSED:

Whereas, **MART** has entered into Agreements, with the Executive Office of Health and Human Services (EOHHS) Office of the Commonwealth of Massachusetts (hereinafter referred to as “EOHHS”) through their Human Service Transportation (HST) Office; and Integrated Care Options Providers: Commonwealth Care Alliance and Tufts – Network Health

Whereas, pursuant to the provisions of said Agreements, **MART** is to manage certain transportation for various agency eligible consumers through various transportation models (Demand-Response and Program Based) services for the HST Office, and the Integrated Care Options Providers

Whereas the Transportation Provider is willing and able to provide such requisite transportation services on the terms herein contained.

Now therefore, in consideration of the mutual promises and covenants contained herein, and for other good and valuable considerations, the receipt whereof by each party from the other is hereby acknowledged, the parties hereto agree as follows:

1. **CONTRACT DOCUMENTS**. The Contract Documents consist of this Agreement and the following documents:
 - ATTACHMENT A, FINANCIAL AND LEGAL STATUS STATEMENT
 - ATTACHMENT B, TRANSPORTATION PROVIDER BUSINESS CERTIFICATION
 - ATTACHMENT C, MART HST TRANSPORTATION PROVIDER EMPLOYEE LOG
 - ATTACHMENT D, MART HST TRANSPORTATION PROVIDER VEHICLE LOG
 - ATTACHMENT E, MART TRANSPORTATION PROVIDER CERTIFICATION OF CORI AND REGISTRY OF MOTOR VEHICLE HISTORY REPORT
 - ATTACHMENT F, ELECTRONIC INVOICE COVER SHEET APPROVAL FORM FOR VENDOR PORTAL BILLING
 - ATTACHMENT G, TRANSPORTATION PROVIDER PERFORMANCE STANDARDS

- ATTACHMENT G1, TRANSPORTATION PROVIDER PERFORMANCE STANDARDS – ENHANCED WHEELCHAIR VAN
- ATTACHMENT H, BROKERAGE TRANSPORTATION PROVIDER ADDITIONAL MART PERFORMANCE STANDARDS
- ATTACHMENT I, TRANSPORTATION PROVIDER ACCOUNTABILITY AND COMPLAINT PROCEDURE
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- ATTACHMENT P, DIRECT DEPOSIT REIMBURSEMENT SYSTEM PARTICIPATION
- ATTACHMENT Q, DDS HST AGREEMENT TO RESPECT CONSUMER RIGHTS
- ATTACHMENT R, RATES AND ROUTES

The Contract Documents constitute the entire Agreement between the parties concerning the work, and all are as fully a part of this Agreement as if attached hereto.

2. **THE WORK.** The Work consists of transportation of eligible consumers covered under the umbrella of the HST office, as more fully described in the Contract Documents as defined above.
3. **TERM OF CONTRACT.** This Agreement shall be in effect from July 1, 2023, and shall expire on June 30, 2024, unless terminated earlier pursuant to the terms hereof.
4. **COMPENSATION.** The Transportation Provider shall be compensated for the performance of the Work outlined in Section 2 as provided in Attachment R herein.
5. **DEFINITIONS.**

The following terms or their abbreviations, when capitalized in this Agreement and its Attachments, are defined as follows unless the context clearly indicates otherwise. In addition, certain terms are defined in the body of the Agreement.

Agency (also known as Funding or Referring Agency or Department) – an eligible state entity purchasing Broker/mobility management and transportation services under this Broker Contract. Currently, the primary agencies are: EOHHS on behalf of the Office of Medicaid (also known as MassHealth), the Department of Developmental Services (DDS), the Department of Mental Health (DMH), the Department of Public Health (DPH), the Massachusetts Commission for the Blind (MCB) and the Massachusetts Rehabilitation Commission (MRC).

Ambulance – an aircraft, boat, motor vehicle or other means of transportation, including a dual-purpose vehicle, however named, whether privately or publicly owned, that is intended to be used for

and is maintained and operated for the transportation of sick, injured, or disabled persons and that has in force a valid certificate of inspection and license issues by the Department of Public Health (DPH) and set forth in DPH regulations that implement M.G.L. c. 111C, regulating Ambulances and Ambulance Services.

Ambulatory Transportation – transportation primarily intended for persons who are able to travel without the assistance of a Wheelchair Van, Ambulance, or other forms of transportation that require more assistance. Such transportation is provided by any of several types of vehicles, including passenger sedans and station wagons, vans, or mini-buses, and which are licensed by the city or town in which the operating business is located.

Ambulatory Transportation Vehicles – vehicles in which ambulatory transportation is provided, including passenger sedans and station wagons, vans, or mini-buses.

Consumer (or Agency Consumer or HST Consumer) – a person eligible for Agency-funded transportation services under the HST Brokerage System. May also be referred to as **Member**.

Curb-to-Curb Service – The level of transportation service in which the Consumer/passenger is picked up at the curb by their location of origin and dropped off at the curb by their destination. The driver is not required to provide assistance to the rider except as is necessary to enter and exit the vehicle as well as provide proper securement within the vehicle, including helping to secure wheelchairs or other mobility devices. In no case shall a TNC be required to provide assistance to the rider.

Day Habilitation - a service, for individuals with an intellectual disability or a developmental disability, that is based on a day habilitation service plan that sets forth measurable goals and objectives and prescribes an integrated program of activities and therapies necessary to reach the stated goals and objectives.

DDS – Department of Developmental Services.

Demand-Response Transportation – transportation provided in response to an approved request of a Consumer for transportation to a covered medical service or other human service activity on an *as needed* basis. Demand-Response Transportation includes but is not limited to transportation to MassHealth eligible medical services, excluding day habilitation (however, transportation for mid-day medical appointments from day habilitation programs would also be considered Demand-Response); and, in limited cases, transportation for MCB and MRC Agency Consumers.

Destination Facility – site where the human service program or medical service for the Consumer is being provided, such as a clinical site or day program site, and to which transportation is being provided. May also be referred to as **Facility** or **Program**.

DMH – Department of Mental Health.

Door-to-Door Service – the level of transportation service in which the Consumer is picked up at the door of their location of origin and dropped off at the door of their destination. The driver is required

to provide assistance, as necessary, to passengers to enter and exit the vehicle, to provide proper securement within the vehicle, including helping to secure wheelchairs or other mobility devices, and to assist consumers to travel to the exit and entry door of the origin and destination.

Door-through-Door Service – the level of transportation service in which the Consumer is picked up inside of the location of origin and dropped off inside the destination. The driver is required to provide assistance, as necessary, to help passengers travel from the inside the residence or provider site to the vehicle and from the vehicle to the appropriate location in the resident or provider site. The driver is required to provide assistance, as necessary, to provide proper securement within the vehicle, including helping to secure wheelchairs or other mobility devices.

DPH – Department of Public Health.

EOHHS – Executive Office of Health and Human Services.

HST Brokerage System – the coordinated human service transportation program managed by the Broker within the designated HST Service Area(s) whereby Agency-funded transportation is arranged by the Broker to satisfy the transportation needs of Funding Agency Consumers, and other related services are carried out by the Broker, in accordance with the terms and conditions of this HST Broker Contract.

HST Office – the central administrative entity within EOHHS that coordinates HST contracting for state human service, elder and transportation agencies. The HST Office administers and monitors the Broker Contract.

HST Service Area – one of three defined geographic areas for purposes of human service transportation.

Human Service Transportation (HST) – includes the transportation needs for Consumers of several human service agencies within EOHHS.

MassHealth – the medical assistance and benefit programs of the Commonwealth of Massachusetts, administered by EOHHS pursuant to Title XIX of the Social Security Act (42 U.S.C. § 1396), Title XXI of the Social Security Act (42 U.S.C. § 1397), M.G.L. c. 118E, and other applicable laws and waivers to provide and pay for medical services for eligible MassHealth Members.

MCB – Massachusetts Commission for the Blind.

Monitor – an employee or subcontractor of the Transportation Provider who serves to assist or ensure the safety of one or more Consumers during Transportation, by following designated Consumer- specific assignments and providing supervision and assistance to all Consumers on the vehicle when necessary and providing mobility assistance upon entering or exiting the vehicle, or from the pick-up point to the Destination Facility (if door-to-door transportation is authorized).

MRC – Massachusetts Rehabilitation Commission.

NEMT – Non-Emergency medical transportation.

On-time Arrival – a Transportation Provider arrives at a Consumer’s pick-up location between ten (10) minutes before the scheduled pick-up time and ten (10) minutes after the scheduled pick-up time for Demand-Response Transportation (except Ride Hail Trips), or between five (5) minutes before the scheduled pick-up time and five (5) minutes after scheduled pick-up time for Ride Hail Trips, or between fifteen (15) minutes before the scheduled pick-up time and five (5) minutes after the scheduled pick-up time for Program-Based Transportation. The Transportation Provider is also required to wait at least ten (10) minutes after the scheduled pick-up time for Demand-Response Transportation (except Ride Hail Trips), or five (5) minutes after the scheduled pick-up time for Ride Hail Trips and Program-Based Transportation before departing without the Consumer.

One-Way Trip – transportation of a Consumer between the pick-up point (origin) and the destination point, as indicated on the Transportation Request. The return trip to the origin point is considered a separate One-Way Trip.

Program-Based Transportation – transportation that occurs on a regular schedule (e.g., daily) to a common program or Destination Facility, typically provided on a scheduled route, grouped trip basis. Program-Based Transportation includes, but is not limited to, transportation to the following programs: DPH’s Early Intervention program, DDS’s day/work programs, MassHealth-funded Day Habilitation, DMH’s Clubhouse programs and certain programs or services through MCB and MRC.

Secretary – the Secretary of the United States Department of Health and Human Services or his or her designee.

State Fiscal Year – The fiscal year for Massachusetts runs from July 1 to June 30, as defined in M.G.L. c. 4, § 7. This time period may also appear with the abbreviation "FY," e.g., FY2020 denotes the period between July 1, 2019, and June 30, 2020.

Transportation Provider (also referred to more generally as a subcontractor of Broker) – a local transportation delivery entity or TNC under contract to a Broker for the direct provision of transportation services (vehicles and drivers and Monitors, if applicable) for HST Consumers.

Wheelchair Van – a motor vehicle that is specifically equipped to carry, on a non-emergency basis, one or more persons who are mobility-impaired or using a wheelchair.

Wheelchair Van and Non-emergency Ambulance Transportation Services – non-emergency transportation services provided curb-to-curb, door-to-door or door-through-door via wheelchair van and non-emergency ambulance rides.

6. GENERAL CONDITIONS.

a. **COMPLIANCE WITH APPLICABLE STATUTES AND REGULATIONS**

In addition to the statutes and regulations cited in this contract, the MART Brokerage Transportation Provider Additional Performance Standards and the Transportation Provider Performance Standards, the Transportation Provider shall comply with all

applicable Federal and State laws, rules, regulations, ordinances, by-laws, orders, or requirements of any governmental authority relating to the delivery of the services described in this Agreement. The Transportation Provider shall promptly pay all fines, penalties and damages that may arise out of or are imposed because of the Transportation Provider's failure to comply with the provision of this paragraph and shall indemnify the Commonwealth of Massachusetts, the Executive Office of Health and Human Services, the Human Service Transportation Office including the agencies represented there under, and MART, their officers, directors, agents and employees against any liability incurred as result of a violation of this section.

b. CONFLICT OF INTEREST

The Transportation Provider shall not enter into any arrangement whereby the Transportation Provider knowingly employs or compensates any present or former employee of the Commonwealth or any political subdivision thereof during the term of this Agreement, unless such arrangement is permitted under existing Massachusetts General Laws. The Transportation Provider agrees that it shall not engage in any conduct which violates or induces others to violate, Massachusetts General Laws regarding the conduct of public employees.

c. PUBLICATIONS

The Transportation Provider shall not disseminate, reproduce, display, or publish any report, map, information, data or other materials or documents expressly required or produced in whole or in part pursuant to this Agreement without the prior written consent of MART.

d. PERIODIC REVIEW OF RATES

MART will periodically analyze all provided service and submitted rates for the purpose of providing the Commonwealth of Massachusetts with the most efficient, cost-effective operations possible. Transportation Providers will be expected to provide MART with the most cost-effective rates and services possible and may be required to renegotiate services and rates for the best interest of the Commonwealth of Massachusetts, as determined by MART.

7. ASSIGNMENT AND DELEGATION.

a. SUBCONTRACT

No portion of transportation services to be rendered by the Transportation Provider pursuant to this Agreement shall be subcontracted to any other person or entity without the knowledge of and timely prior written consent of MART. Where granted, the Transportation Provider shall be required to have a formal written contract agreement with their subcontractor which incorporates all of the same contract requirements. A subcontract agreement shall not relieve or discharge the Transportation Provider from any obligation or liability under this Agreement.

b. ASSIGNMENT OF RECEIVABLES

Claims of money due or to become due to the Transportation Provider from MART may

be assigned to a bank, trust company or other financial institution, or a court appointed receiver without prior consent of MART provided that written notice of any such assignment is furnished promptly to MART.

8. TERMINATION OF AGREEMENT.

a. **Without Cause**

Either party may, upon sixty (60) calendar days written notice to the other, terminate this Agreement without cause and without liability for any termination cost; provided, however, that any such termination shall not offset any obligations or liabilities of either party which have accrued prior to such termination.

b. **For Cause**

If either party fails to provide required services, or otherwise failing to fulfill its obligations, either party may terminate this Agreement by giving written notice to the other at least seven (7) calendar days prior to the effective date of termination stated in the notice. The notice shall state the circumstances of the alleged breach and may state a reasonable period, not less than seven (7) calendar days, during which the alleged breach may be cured, subject to the approval of the aggrieved party. In circumstances of gross misconduct, endangerment issues or as required by the HST Office, as all Transportation Providers are subject to the approval of the HST Office prior to and during their provision of services related to the Agreement, MART may immediately terminate the Agreement upon written notification.

c. **Early Termination: Elimination or Reduction in Funding**

If there is a reduction or complete elimination of funds appropriated for any agency transportation provided under this Agreement, MART may terminate this Agreement by providing written notice of termination effective not less than thirty (30) calendar days after date of notice from funding agency.

d. The Broker and/or EOHHS/HST reserves the right to immediately terminate their contracts with the Transportation Provider in the case of (a) failure of the Transportation Provider to comply with 42 C.F.R. 455 100, et. seq., 42 C.F.R. 1002.3, (b) information contained in the disclosures of the Transportation Provider indicate fraud, waste, or abuse, or where a reportable affiliation of the Transportation Provider poses an undue risk of fraud, waste, or abuse, but the Transportation Provider has not yet disclosed or is not required at the time to disclose (as described in 42 CFR 455.107(h)), or (c) the results of any searches or investigations conducted by the Broker which support credible allegations of fraud on the part of the Transportation Provider.

e. **Obligation in Event of Termination**

Upon termination of this Agreement, for any reason, the following shall apply:

i. **Transfer of Consumers**

- a. If MART has a continuing responsibility to provide transportation for consumers, MART shall promptly take all reasonable steps necessary to provide alternate

services for such consumers or remove them from services maintained by the Transportation Provider there under. The Transportation Provider shall use its best efforts to provide for the health and safety of such consumers for a reasonable period of time, while MART arranges for their transfer and shall cooperate fully with MART efforts to transfer consumers.

- b. The Transportation Provider shall, upon request provide a copy of consumer records to MART. The reasonable cost of such transfer will be borne by the Transportation Provider.

ii. Subsequent Audit

- a. If this Agreement is terminated without inspection, review or audit, MART retains the right to conduct an inspection, review, or audit and to disallow reimbursement and/or recover funds if any finding warrants such action.

9. INDEPENDENT CONTRACTOR. The Transportation Provider acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement and shall not be considered an employee or agent of MART for any purpose.

10. INDEMNIFICATION. The Transportation Provider shall indemnify, defend, and hold MART harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs, and expenses, including attorney's fees, arising out of the Transportation Provider's breach of this Agreement or the negligence or misconduct of the Transportation Provider, or the Transportation Provider's agents or employees.

11. SUCCESSOR AND ASSIGNS. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. The Transportation Provider shall not assign, sublet, or otherwise transfer this Agreement, in whole or in part, without the prior written consent of MART.

12. NOTICE. Unless otherwise provided in the contract documents, any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

13. WAIVERS. The obligations and conditions imposed by this Agreement can be waived only by written agreement. Forbearance or indulgence by a party shall not be construed as a waiver, nor limit the remedies available to that party. No waiver by either party of any default or breach there under shall constitute a waiver of any subsequent default or breach.

14. SEVERABILITY. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal, or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

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15. GOVERNING LAW. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts and the Transportation Provider submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

16. ENTIRE AGREEMENT. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations, and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

17. ACKNOWLEDGEMENT. The Transportation Provider acknowledges that it has carefully read, understands, and certifies the contents of this Agreement to be true, accurate and complete inclusive of all its terms, conditions, documents, and attachments.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

**MONTACHUSETT REGIONAL
TRANSIT AUTHORITY**

Transportation Provider

Signature of MART Administrator/
or Designated Representative

Signature of Chief Executive Officer/
Owner or Designated Representative

Title

Title

Printed Name

Printed Name

ATTACHMENT A
FINANCIAL AND LEGAL STATUS STATEMENT

Identification of Company and General Information

1. Identification of Company:

Legally classified as: For profit or Non-profit
(Check one of the above)

Full Legal Name of Organization: _____

Business Address: _____

Days of Operation: Mon Tue Wed Thu Fri Sat Sun Hours of Operation: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____

E-MAIL Address: _____

2. Legal Status of Organization: **(Check only one box - Information Must Match W9)**

- Individual/Sole proprietor or single-member LLC C Corporation S Corporation Partnership
 Trust/estate Limited liability company(LLC) **If (LLC) Enter the tax classification (C=corporation, S=S corporation P=partnership) _____**
 Other (Identify as per W9 requirements): _____

3. Is your company receiving any Federal Assistance? Yes No

4. Is your company a SDO certified business? Yes No

5. Name of individual authorized by Chief Executive Officer/Owner to represent your organization for endorsement, discussions or negotiations related to this solicitation:

Printed Name and Title

Signature of Designated Representative _____
Date

6. Name of Chief Executive Officer or Owner of Organization:

Printed Name and Title

Signature of Chief Executive Officer/Owner _____
Date
(Must match notary date)

(THIS FORM MUST BE NOTARIZED)

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared

_____ (name of item #6 signer), proved to me through satisfactory evidence

of identification which were _____ to be the person whose name is signed above.

_____(Official signature and seal of notary)

My commission expires _____

ATTACHMENT B

TRANSPORTATION PROVIDER BUSINESS CERTIFICATION

Transportation Provider Name: _____

Legal Address: _____

By executing this Business Certification Form, the Transportation Provider makes, under the pains and penalties of perjury, all certifications required below and affirms it has provided all required documentation or shall provide any required documentation upon request.

An authorized signatory must initial each line as acceptance or certification of that term.

___ **1. AFFIRMATIVE ACTION, NON-DISCRIMINATION IN HIRING AND EMPLOYMENT:** The Transportation Provider is and will remain in compliance with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices. The Transportation Provider commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

___ **2. NOT DEBARRED:** The Transportation Provider certifies that it and any of its proposed subcontractors are not currently debarred or suspended by the federal or state government under any law or regulation.

___ **3. TAX COMPLIANCE:** The Transportation Provider certifies Tax Compliance with *Federal tax laws*; State tax laws including *G.L. c. 62C, G.L. c. 62C, s. 49A* (the Transportation Provider has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support and is in good standing with respect to all returns due and taxes payable to the commissioner of revenue); reporting of employees and contractors under *G.L. c. 62E*, withholding and remitting *child support* including *G.L. c. 119A, s. 12*.

___ **4. NO RECENT BANKRUPTCY/RISK:** The Transportation Provider certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Transportation Provider certifies that it will immediately notify the Broker(s) in writing if there is any risk to the solvency of the Transportation Provider that may impact the Transportation Provider's ability to timely fulfill the terms of any Transportation Contract with MART.

___ **5. DISCLOSURE OF JUDGEMENTS/CONVICTIONS ETC.:** The Transportation Provider shall affirmatively disclose the details of any pertinent judgment, criminal conviction, investigation, or litigation pending against the Transportation Provider or any of its officers, directors, employees, agents, or subcontractors of which the Transportation Provider has knowledge, or learns of during the term of any Transportation Contract with MART.

___ **6. LEGAL ORGANIZATIONAL CHANGES:** Transportation Providers must affirmatively disclose any *potential change* in its legal organization at least 45 days prior to the change, which includes changes in the officers, directors, or the legal entity.

___ **7. FILING OF REQUIRED CERTIFICATES AND REPORTS:** The Transportation Provider certifies compliance with filing requirements for the *Secretary of the Commonwealth* and *Office of the Attorney General* or other Departments as related to its conduct of business in the Commonwealth

ATTACHMENT B (continued)

TRANSPORTATION PROVIDER BUSINESS CERTIFICATION

8. EMPLOYER REQUIREMENTS: If an employer, the Transportation Provider certifies compliance with applicable state and federal employment laws or regulations, including but not limited to *minimum wages and prevailing wage programs and payments; unemployment insurance* and contributions; *workers' compensation and insurance, child labor laws, AGO fair labor practices; G.L. c. 149* (Labor and Industries); *G.L. c. 150A* (Labor Relations); *G.L. c. 151* and *455 CMR 2.00* (Minimum Fair Wages); *G.L. c. 151A* (Employment and Training); *G. L. c. 151B* (Unlawful Discrimination); *G.L. c. 151E* (Business Discrimination); *G.L. c. 152* (Workers' Compensation); *G.L. c.153* (Liability for Injuries); *29 USC c. 8* (Federal Fair Labor Standards); *29 USC c. 28* (Federal Family and Medical Leave Act; *AGO Consumers and Civil Rights*.

9. ANTI-LOBBYING REQUIREMENTS: The Transportation Provider certifies compliance with federal anti-lobbying requirements including *31 USC 1352; other federal requirements when receiving federal funds; Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act*.

10. DRUG FREE WORKPLACE: The Transportation Provider commits to a drug-free workplace, in accordance with the Drug-Free Workplace Act of 1988 (41 USC 702).

11. CERTIFICATE OF GOOD STANDING (Department of Revenue): The Transportation Provider certifies that they are in good standing with any and all returns due and taxes payable to the Commonwealth. Per G.L. c. 62C, § 51 and 52, G.L. c. 138, § 64 and G.L. c. 156D, § 15. The Transportation Provider must submit a copy of their Certificate of Good Standing from the Department of Revenue with their contract.

12. CERTIFICATE OF GOOD STANDING/BUSINESS CERTIFICATE: The Transportation Provider (if an LLC or Corporation) must submit a copy of their Certificate of Good Standing from the Secretary of Commonwealth with their contract. Per 950 CMR 113.00, M.G.L. c. 156D. If not an LLC or Corporation you are required to submit a Business Certificate from the City or Town, your Business is registered in.

Legal Name of Transportation Provider: _____

Signature of Chief Executive Officer/Owner or Designated Representative

Date

Printed Name of Chief Executive Officer/Owner or Designated Representative

Title of Person Signing

ATTACHMENT E

**MART TRANSPORTATION PROVIDER CERTIFICATION OF
CORI AND REGISTRY OF MOTOR VEHICLE HISTORY REPORT**

By signing this form, you certify that your company obtains Registry of Motor Vehicle (RMV) history reports for all drivers, either the attested or unattested version from the Massachusetts Registry of Motor Vehicles or the equivalent from another state, if applicable, and that your company obtains Criminal Offender Record Information (CORI) reports on all employees prior to contact with agency consumers and annually thereafter.

Please indicate below your company's designated CORI Certified individual, who is responsible for requesting CORI's and ensuring employment decisions are consistent with EOHHS CORI requirements specified in 101CMR 15.00. (Attached document D-1)

Printed Name of CORI Certified Individual

Title

Signature of Chief Executive Officer/Owner
or Designated Representative

Company Name

Printed Name of Chief Executive Officer/Owner
or Designated Representative

Date

ATTACHMENT F

**ELECTRONIC INVOICE COVER SHEET APPROVAL FORM
FOR VENDOR PORTAL BILLING**

Please indicate below the names of additional persons that your company authorizes in the Vendor Portal to electronically sign invoice cover sheets for billing.

Name of Authorized Person

Title

Name of Authorized Person

Title

Name of Authorized Person

Title

Signature of Chief Executive Officer/Owner
or Designated Representative

Date

The authorized individuals indicated above will be the only electronic signatures accepted.

ATTACHMENT G
TRANSPORTATION PROVIDER PERFORMANCE STANDARDS
Revised July 1, 2023

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SECTION 1. INTRODUCTION

The Commonwealth of Massachusetts has established a statewide Human Service Transportation (HST) coordination initiative, which utilizes a Broker system of managing transportation services for eligible Consumers from various programs and state agencies (HST Brokerage System). Brokers arrange transportation by subcontracting with qualified Transportation Providers. By participating in the HST Brokerage System, the Transportation Provider is under contractual agreement to provide safe, professional and on-time transportation service, which is provided with dignity and respect and in the least intrusive way possible for eligible HST Consumers. It is the Transportation Provider's responsibility to be aware of, and to comply with all terms, conditions and requirements of its contractual agreements with the HST Broker. The contractual agreement between the HST Broker and the Transportation Provider is referred to herein as the "**Transportation Provider Subcontract.**"

This "Transportation Provider Performance Standards" document specifies the Commonwealth of Massachusetts' minimum performance standards and requirements for all transportation services delivered under a Transportation Provider Subcontract with an HST Broker (and identified as "Universal"), unless specifically limited and so identified herein. Standards that are limited in scope to either a specific agency or category ("Program-Based" or "Demand-Response" transportation) are labeled accordingly. Both the Universal Standards and those limited in scope to a specific Agency or category are subject to periodic revision, as needed, to further enhance the HST Transportation Program and/or to comply with federal, state or local regulations or standards.

Participating Massachusetts Agencies may also establish additional Transportation Provider performance standards that are unique to each Agency due to the specific Consumers served and/or program requirements.

SECTION 2. GENERAL

Section 2.1 Definitions

Unless otherwise noted, capitalized terms in these Transportation Provider Performance Standards are defined in **Attachment B, Section 2.**

Applied Behavior Analysis (ABA): a service that provides for the performance of behavioral assessments; interpretation of behavior analytic data; development of a highly specific treatment plan; supervision and coordination of interventions; and training other interveners to address specific objectives or performance goals in order to treat challenging behaviors that interfere with the youth's successful functioning. ABA includes services provided by two different sets of credentials: Licensed Applied Behavior Analyst and behavior technician/paraprofessional. It is delivered by one or more members of a team of qualified providers consisting of professional and paraprofessional staff.

Critical Incident: Any Incident that involves an emergency or urgent event, including vehicle crash, Consumer medical emergency, suspected Consumer abuse, Consumer behavior, fall and/or injury, possible abandoned child, or Consumer unaccounted for, EMT or police involvement or any loss of mobile device containing protected Consumer information.

Incident: Any occurrence that impacts the provision of normal transportation services and thereby interferes with the strict performance of the Transportation Provider Subcontract. Examples include, but are not limited to vehicle accident, Consumer fall and/or injury, disruptive Consumer behavior, health, hygiene or medical event for person on board, seat belt or wheelchair securement issue, late pickup or vehicle no-show.

Wheelchair Van Transportation: Transportation provided by a motor vehicle that is specifically equipped to carry one or more persons who use a wheelchair or other mobility devices and that meets the vehicle specifications in **Section 4.2**.

Section 2.2 General Business Standards

- A. The Transportation Provider shall, unless otherwise exempted by law, indemnify and hold harmless the Commonwealth of Massachusetts, including, without limitation, EOHHS, the HST Office, any Agency, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the Commonwealth may sustain, which arise out of or in connection with the Transportation Provider's performance under the Transportation Provider Subcontract, including but not limited to the negligence, reckless or intentional conduct of the Transportation Provider, its agents, officers, employees or subcontractors. This provision shall survive the termination of the Transportation Provider Subcontract.
- B. The Transportation Provider shall at no time be considered an agent or representative of a state Agency or the Commonwealth, and it shall not hold itself out as such.
- C. The Transportation Provider shall not have any claim against or seek payment from the Commonwealth of Massachusetts, including, without limitation, EOHHS, the HST Office, any Agency, its agents, officers, and employees, for any service rendered pursuant to the Transportation Provider Subcontract with Broker, or the Broker Contract between the Broker and EOHHS. Instead, the Transportation Provider shall look solely to the Broker for payment with respect to services rendered. Furthermore, the Transportation Provider shall not maintain any action at law or in equity against the Commonwealth of Massachusetts, including, without limitation, EOHHS, the HST Office, any Agency, its agents, officers and employees, to collect any sums that are owed by the Broker under the Transportation Provider Subcontract for any reason, even in the event that the Broker fails to pay for or becomes insolvent or otherwise breaches the terms and conditions of that agreement. This provision shall survive the termination of the Transportation Provider Subcontract with the Broker.
- D. The Transportation Provider is a subcontractor to the Broker and is subject to the provisions of the Commonwealth Terms and Conditions and Standard Contract terms. In addition to any termination provisions established by the Broker under its Transportation Provider Subcontract with the Transportation Provider, the HST Office retains the right to require the Broker to terminate the Transportation Provider Subcontract for cause if the Transportation Provider breaches any material term or condition or fails to satisfactorily meet the general performance standards specified in this Attachment. Transportation Provider subcontracts are not transferable unless prior approval of the HST Office is granted.
- E. The Transportation Provider must obtain and maintain in current status any and all business licenses, permits, certificates and registrations required by Federal, State, or local laws, rules and regulations and must provide copies to the Broker upon request.
- F. Disclosures on Ownership and Control; Business Transactions; Criminal Convictions
 - 1. The Transportation Provider must:

- a. Make disclosures to the Broker required of a provider under 42 CFR 455.104 on ownership and control at any of the following times, or upon Broker or EOHHS request: (i) upon submission of an application to become a Transportation Provider; (ii) upon executing a Transportation Provider Subcontract with the Broker to be a Transportation Provider; (iii) upon request during requalification; and (iv) within 35 days after any change in ownership of the Transportation Provider;
 - b. Furnish full and complete information to the Secretary of the United States Department of Health and Human Services, the Broker or EOHHS, as applicable, required of a provider under 42 CFR 455.105 related to business transactions within 35 days of the date on a request for such information by the Secretary of the United States Department of Health and Human Services, the Broker or EOHHS.
 - c. Make disclosures to the Broker required of a provider under 42 CFR 455.106 on persons convicted of crimes before entering into or renewing a Transportation Provider Subcontract with the Broker to be a Transportation Provider, or at any time upon written request; and
 - d. Make disclosures to the Broker required of a provider under 42 CFR 1002.3(a) on relationships to excluded, penalized, or convicted persons upon entering into or renewing a Transportation Provider Subcontract with the Broker to be a Transportation Provider, or at any time upon written request.
2. Unless otherwise instructed, for purposes of making the disclosures set forth in **Section 2.2.F.1**, above, the Transportation Provider shall use the form required by the Broker for such purpose. The Transportation Provider or applicant must fully and accurately complete the form (or such portions as directed) and sign, date and return it to the Broker within the required time period. Notwithstanding anything to the contrary on the form, the Transportation Provider must return the completed form to the Broker, and completion of such form (or portions thereof as directed) shall be required, at the times set forth in **Section 2.2.F.1**, above.
 3. The Broker reserves the right to terminate the Broker's Transportation Provider Subcontract with the Transportation Provider, require the removal of Transportation Provider personnel, or take other action if the Transportation Provider fails to timely provide such information or due to the information contained in the Transportation Provider's disclosures.
- G. The Transportation Provider may not offer or make any payment or other form of remuneration, including any kickback, rebate, cash, gifts, or service in kind to the broker in order to influence referrals or subcontracting for non-emergency medical transportation provided to a member.

SECTION 3. TRANSPORTATION OPERATIONS

Section 3.1 Administration

The Transportation Provider shall:

- A. Ensure that vehicles used for HST Transportation are owned, leased, or otherwise controlled by the Transportation Provider by means of a written agreement.
- B. Ensure that all vehicles (both primary and backup) used for HST Transportation meet the specifications as described herein in **Section 3** and have a sufficient number available to transport Consumers during the time established by the Broker or when an emergency arises. The Provider shall furnish to the Broker a list of all vehicles that will be used under the provisions of the Transportation Provider Subcontract and update that list whenever any changes are made. This list shall include the make, model year, vehicle identification number (VIN), license number and vehicle type for each vehicle to be used to transport HST Consumers.
- C. Remove from service any vehicle that is unsatisfactory or questionable for safety or roadworthiness (e.g., two-way radio inoperative, inspection shows problems, check engine dashboard indicator light on, due for maintenance, wheel and tire condition (*according to the standards in 540 CMR*), etc., and comply with any instruction from the Broker to immediately remove a vehicle from service when deemed unsafe or unsuitable by the Broker.
- D. Ensure that all personnel meet the applicable qualification requirements. The Transportation Provider shall designate at least one employee to obtain CORI (Criminal Offender Record Information) certification, who is responsible for requesting CORIs and ensuring employment decisions are consistent with EOHHS CORI requirements specified in 101 CMR 15.00. The Provider must have a CORI policy that meets the Department of Criminal Justice Information Services' (DCJIS) requirements. The Provider's CORI procedures are subject to audit. The Provider must furnish to the Broker a list of all drivers, Monitors (where applicable), supervisors, dispatchers and other employees who provide any services associated with the provisions of the Transportation Provider Subcontract with the Broker, and update that list whenever any changes are made.
- E. The Transportation Provider is responsible for requesting a Sex Offender Registration Information (SORI) check and ensuring employment decisions are consistent with EOHHS SORI requirements specified in 606 CMR 14.00. If the results of the SORI check indicate a positive result for any driver or monitor, they will be prohibited from providing transportation to HST Consumers. The Transportation Provider must have a SORI policy that meets the Department of Criminal Justice Information Services' (DCJIS) requirements. The Transportation Provider's SORI procedures are subject to audit. The Transportation Provider must furnish to the Broker a list of all drivers, Monitors (where applicable), supervisors, dispatchers and other employees who provide any services associated with the provisions of the Transportation Provider Subcontract with the Broker, and update that list whenever any changes are made.
- F. Upon request, provide the Broker, HST Office or Agency with the credentials of any Transportation Provider employee. The Broker or Agency has the right to deny the approval of any driver or Monitor, or to require the Provider to replace any driver or

Monitor in the performance of HST services, for any reason.

- G. Be responsible for all recruiting and hiring of backup drivers and Monitors (where applicable). Such responsibility shall not be delegated to the drivers and Monitors. The Transportation Provider shall ensure that all back up, replacement, and substitute personnel (drivers, Monitors, dispatchers, supervisors, etc.) meet all of the requirements as set forth in this document and in any attachments. The Transportation Provider shall ensure that transport personnel are licensed, qualified, competent and courteous.
- H. Ensure that a training officer or other supervisor attends Broker sponsored training sessions and provides such training to drivers and Monitors (where applicable).
- I. Submit to the Broker for approval any policies relating to personnel, procedures or equipment that will be used in the provision of services under the Transportation Provider Subcontract with the Broker.
- J. Demonstrate continual compliance with HST Office, EOHHS, Agency-specific and Broker standards for transportation service, trip verification, personnel qualifications and performance, field inspections and audit, reporting, record keeping, billing and complaint response.
- K. **NON-EMERGENCY AMBULANCE TRANSPORTATION ONLY.** Ensure that all vehicles (both primary and secondary) used for HST Transportation also meet the standards and specifications set forth in DPH regulations 105 CMR 170 related to non-emergent transportation.
- L. **NON-EMERGENCY AMBULANCE TRANSPORTATION ONLY.** Satisfy DPH requirement for registration in the Commonwealth to operate Ambulance service.

Section 3.2 Transportation Service Standards

The Transportation Provider shall:

- A. Provide Curb-to-Curb service, unless another level is authorized by the Agency, in a professional, safe and courteous manner. The driver and Monitor (if present) shall assist Consumers with entry or exit of vehicle; however, the driver shall remain in or near the vehicle and shall not enter any buildings at all times that a Consumer is present in the vehicle.
 - 1. **DEMAND-RESPONSE ONLY** - Consumers under 13 years of age must be accompanied by a parent, guardian or escort. **Children under age 13** may not travel unaccompanied, unless explicitly authorized by HST. They must travel with another person who is at least 18 years of age or older.
 - 1) A minor who is 13 years of age or older, who is a parent to children of any age, may travel independently with their children without restriction.
 - 2. DPH (Early Intervention) ONLY – Children attending Early Intervention may be transported without an escort with a properly qualified DPH vendor. A monitor must be provided whenever routing results in three or more children travelling without a parent or guardian in a vehicle.
 - 3. ABA (Applied Behavioral Analysis) TRANSPORTATION ONLY – Special consideration may be provided for youth under 13 being transported for the purposes of receiving ABA services within an ABA Center. Youth under 13 years of age may be transported without parent,

guardian or escort only when the referring program and caregiver have determined that safety for the youth, driver and other riders can be maintained without the accompaniment. Where required, accompaniment may be provided by a parent, guardian, escort or Monitor. A Monitor requires preauthorization when the transportation request form is submitted. When determining the appropriateness of an unaccompanied transport, the referring program and caregivers will consider whether:

- 1) The youth is familiar with the center-based care provider and appropriate ABA Center staff have been identified to escort youth to and from the vehicle.
- 2) The youth's behavioral presentation and clinical needs do not preclude the child from being safely transported unaccompanied.
- 3) The youth's behavioral presentation will not place the drivers or other rider's safety at risk.
- 4) The youth does not present with risk for eloping during the transport.
- 5) The youth can follow simple instruction or guidance if evacuation from the vehicle is required.

For transports of three or more unaccompanied youth to ABA Centers at the same time, a Monitor is required.

For transport of two unaccompanied youth, it is required that the transport be provided with like-aged consumers.

- B. Ensure that Consumers are not transported to any destination, for any scheduled session, or released to any person without prior authorization from the Broker, except for in cases described in provision II.B(2)(a). The Broker has the right to approve all stops, routes and changes.
 1. A Consumer may be transported without prior authorization from the Broker in certain cases. For trips organized for certain categories of MassHealth members as outlined in 130 CMR 407, the Broker shall be required to implement the request in a shorter time period without prior approval from the Transportation Authorization Unit. Member categories include members in LTC institutions, members in the community that require door through door assistance, hospitalization discharges, members that require non-emergency Ambulance service, or other categories outlined in 130 CMR 407. An Authorized Provider may coordinate services directly with a transportation provider, provided that a valid Transportation Request form has been submitted and is pending authorization. Or, an Authorized Provider may request that the Broker schedule transportation services for the consumer.
- C. Ensure that a Consumer is never stranded. A Consumer is stranded if he or she has been transported to their scheduled service and is left without a return trip (unless alternate arrangements have been timely made and communicated among the Consumer, Destination Facility, parent/guardian and/or residential facility staff, as applicable). If the Provider is assigned a trip by the Broker and accepts it, then the Provider is obligated to complete the assignment, unless properly cancelled prior to initiation due

to inclement weather.

- D. **PROGRAM-BASED TRANSPORTATION ONLY.** Ensure that Consumers are never left unattended. If the vehicle arrives late (after designated start/end time) to the Destination Facility and no staff is available, it is the driver/Monitor's responsibility to escort the Consumers together to and from a responsible staff person.
- E. Provide and assign transportation safety Monitors upon request by the Broker. Monitor requests will be processed by the Broker and forwarded to the Transportation Provider for implementation. Additionally, Monitors may be authorized for certain individual Consumers based on their behavioral or medical needs. No more than one Monitor will be funded in a vehicle without an approved waiver from the Broker.
 - 1. **DPH (Early Intervention) ONLY.** Provide a Monitor in any vehicle whenever routing results in three or more children without a parent or guardian in a vehicle.
- F. Allow only persons authorized by the Broker to be transported in vehicles with Agency Consumers. The following may not be transported: children of employees or other children in their care and pets other than Consumers' service animals (e.g., guide dogs). Drivers must be aware of and comply with the Americans with Disabilities Act (ADA), and all other applicable federal and state laws and regulations pertaining to the requirement to transport and accommodate service animals.
- G. Ensure the number of persons in the vehicle, including the driver, shall not exceed the vehicle manufacturer's approved seating capacity.
- H. Report Consumer no-shows to the Broker and the Facility staff, where applicable, when the Consumer doesn't call the Transportation Provider or Broker to cancel a trip at least one (1) hour before the scheduled pick-up time. The Broker or Agency may conduct a service review for any Consumer with repeated no-shows. The Transportation Provider cannot initiate or demand a suspension of services to a Consumer.
- I. Ensure that services are not suspended for any Consumer without prior authorization from the Broker.
- J. Place in service all back up vehicles within thirty (30) minutes of such a request. If the Transportation Provider fails to comply with this provision, alternate quality service shall be authorized by the Broker at the Transportation Provider's expense.
- K. **PROGRAM-BASED TRANSPORTATION ONLY.** Provide adequate back-up vehicles and personnel to comply with the service requirements as set forth in these specifications for the duration of the Transportation Provider Subcontract with the Broker. It is recommended that, at a minimum, the Provider have one comparable spare vehicle and driver for every ten (10) vehicles under contract.
- L. **PROGRAM-BASED TRANSPORTATION ONLY.** Make every effort to assign consistent drivers and Monitors, where applicable, to each route. The Provider shall furnish to parents/residential staff and Facility staff the names of their drivers and Monitors and notify them in advance of any scheduled change in these personnel.
- M. **PROGRAM-BASED TRANSPORTATION ONLY.** Perform all routing functions in accordance with the following safety performance standards. The Transportation Provider may alter Program-Based routes in order to ensure maximum safety for Consumers so that,

wherever possible, pick-up and drop-off points are on the same side of the street as the Consumer's home or Destination Facility. Whenever possible, vehicles should pull into driveways, but only when there is sufficient space for the vehicle to turn around and exit the driveway forward facing, and in the case of private driveways, with the owner's permission. No vehicle shall back out of driveway onto the street, except as specified below in **Section 3.2.M.1**. The appropriateness of the routing and the number of vehicles used are subject to the discretion of the Broker, throughout the duration of the Transportation Provider Subcontract with the Broker. The Transportation Provider shall comply with the Agency's request not to combine routes going to different sites without the Broker's written approval.

1. **DPH ONLY.** The Provider may allow a vehicle to back out of a driveway only when transporting children and maximum safety for boarding and exiting vehicles requires it.
 2. **DDS ONLY.** The Provider shall adjust monthly billing to the Broker to reflect routing changes and all other alterations which take place due to the requirements of **Section 3.2.M**, for the corresponding month of service.
 3. **DDS/DAYHAB ONLY.** The Provider shall exercise due diligence (including any available electronic or other scheduling means available) in maintaining routing efficiency while seeking to maintain full vehicle capacity to include the 90 minutes of routing time commencing from the time of first pickup through and until the final destination. The routing time shall be inclusive of potential double runs that may be accomplished within the contracted 90 minute routing timeframe. Routing time and not vehicle capacity shall be the final determinant in scheduling consumers on DDS or DayHab routes. Waivers of these standards must be in writing and are at the discretion of the Broker/RTA.
- N. **PROGRAM-BASED TRANSPORTATION ONLY.** Respond to any program-based Transportation Request (TR) Form submitted by the Broker within two (2) business days.
- O. **DEMAND RESPONSE ONLY.** Exercise due diligence in actively seeking ride share opportunities among the transportation consumers served. Ride share may not add more than 45 minutes of additional travel time for any consumer as compared to direct routing of a consumer's transportation.
- P. **DEMAND RESPONSE ONLY.** Exercise due diligence in actively verifying the identity of every Consumer transported prior to the Consumer boarding the vehicle or embarking on the trip. Identity should be verified by asking the Consumer to state their name, or in the case of Consumers traveling with escorts, children, or parents, asking that the name of the Consumer for whom the trip is scheduled be given. If the name given is not the name of the Consumer for whom the trip is scheduled, transportation should not be provided.
- Q. **DAY HABILITATION, DDS, AND EARLY INTERVENTION ONLY.** Create video-only (no audio) recordings of all trips, store these recordings for at least 3 months, and promptly share these recordings with the Broker or EOHHS upon their request of trips performed on a requested date or for a requested Consumer. This section is in effect beginning July 1, 2024, only.
- R. **NON-EMERGENCY AMBULANCE TRANSPORTATION ONLY.** Only transport

consumers in an ambulance when medically necessary, as described in 130 CMR 407.481.

- S. **NON-EMERGENCY AMBULANCE TRANSPORTATION ONLY.** Comply with DPH's requirements for licensure, certification, or recertification of Ambulance service.

Section 3.3 Program Affiliation Agreements: Program-Based Transportation Only

The Transportation Provider shall:

- A. Develop with the Facility Director (or his/her designee) and execute with the Facility a written affiliation agreement regarding the following:
1. Inclement weather policy – the Transportation Provider's decision to cancel transportation during inclement weather should be made two to three hours before the Facility's start time in cooperation with the Facility Director. If the Transportation Provider determines that road conditions are too dangerous, he/she may cancel transportation even if the Facility remains open; however, the Transportation Provider must notify the Facility and parents/guardians of the cancellation.
 2. Overall communication procedures, including:
 - a. Contact persons.
 - b. Telephone/fax numbers; and
 - c. Emergency contacts and telephone numbers.
 3. Routing and schedules – including, specific arrival and departure locations and procedures and updated routing information as necessary. Transportation Provider is not required to remain longer than 15 minutes beyond the agreed upon departure time due to Consumer behavioral concerns.
 4. Incident reporting procedures – including:
 - a. The Transportation Provider shall immediately notify the Broker and the Facility of an Incident occurring during the transit of Consumers.
 - b. A follow-up report shall be filed with the Broker and the Facility within twenty-four (24) hours.
 5. Orientation - Drivers and Monitors (at the Transportation Provider's expense) must be available to attend an orientation with Facility staff within two weeks of hiring and annually thereafter. This may include Sensitivity and Human Rights training. The Transportation Provider shall initiate contact with the Facility to ensure compliance and to coordinate the scheduling of the orientation. The orientation will not exceed one hour in duration and its purpose is familiarization with Facility operations and sensitivity to Consumer needs.
 6. Securing Alternate Transportation – Transportation Provider, Program and Agency staff will work collaboratively to secure alternate transportation if a consumer demonstrates behaviors that make it unsafe to board the Transportation Provider's vehicle.
- B. Ensure that a copy of this Affiliation Agreement is kept on file at both the Transportation

Provider and Facility offices. This Affiliation Agreement shall be submitted to the Broker before the commencement of services. Any disputes between the Transportation Provider and the Facility should be referred immediately to the Broker.

Section 3.4 Inclement Weather

- A. It is the Transportation Provider's responsibility to make any decision to cancel transportation during inclement weather. The primary consideration in this decision-making process must always be Consumer safety.
- B. The decision to cancel transportation should:
 - 1. Consider road conditions, weather forecasts, school closings, emergency declarations, etc.
 - 2. Be made in consultation with the Facility/Program, if applicable; and
 - 3. Be made as soon as possible and optimally at least two hours before the scheduled trip.
- C. If the Transportation Provider determines that conditions are too dangerous for the safe transportation of Consumers, the Provider may cancel transportation even if the Facility or Program/MassHealth Provider remains open; however, the Transportation Provider must notify the Consumer, Program (if applicable) and Broker of the cancellation.
- D. When notifying Consumers of the cancellation of transportation, the Transportation Provider must emphasize that the cancellation is only for transportation and that the Program may still be open for service.
- E. **PROGRAM-BASED TRANSPORTATION ONLY.** The Transportation Provider must also adhere to specific Affiliation Agreement requirements regarding inclement weather cancellation procedures. (See **Section 3.3.A.1** above.).

Section 3.5 Emergency, Accident and Safety Response Reporting

The Transportation Provider shall:

- A. Ensure that drivers and Monitors (where applicable) are aware of the condition of any Consumer while in transit and if an emergency arises (including, but not limited to bleeding, breathing difficulty, unconsciousness, suicide threat, etc.) adhere to the following procedures:
 - 1. Driver or Monitor must notify the dispatcher/supervisor immediately and if an emergency Facility (hospital, Police Dept., Fire Dept., etc.) that is known to be staffed with emergency response personnel is within one minute's travel time of the driver's location then proceed immediately to that emergency facility.
 - 2. If the driver is unsure of the distance, location or appropriate staffing of the emergency Facility or circumstances prohibit transport (i.e., disabled vehicle), or the nature of the emergency (i.e., life threatening) requires immediate first aid, then the driver should notify the dispatcher and give his/her exact location and request emergency assistance (EMT, ambulance, state/local police, Fire Department, etc.).
 - 3. If the emergency is the result of a motor vehicle accident involving personal injury and/or property damage, the driver must remain at the scene and request emergency assistance. The driver should then administer first aid as needed and when emergency

personnel arrive, explain to them in detail the Incident and the care that was provided.

4. If the accident impacts a Consumer in a wheelchair, if they fall out of or tip over in a wheelchair, the driver must remain at the scene and request emergency assistance. People in wheelchairs may be vulnerable to head or spinal injuries in the event of a fall and should not be moved unless they are in an unsafe area (i.e., middle of traffic).
 5. Throughout the emergency, all possible efforts should be made to reassure and keep calm all Consumers in the vehicle.
 6. If requested, the dispatcher/supervisor must immediately contact emergency personnel that are nearest to the driver's location and dispatch a back-up vehicle to transport any Consumers not involved in the emergency to their destinations.
 7. The dispatcher/supervisor must notify the Facility, parents or residential staff and the Broker immediately by phone and provide the names of the Consumers involved and the nature of the emergency. Extreme care should be exercised so as not to alarm the caregivers of Consumers who may be in the vehicle but not in danger.
 8. A formal written report must be submitted to the Broker within 24 hours.
- B.** Report immediately by phone to the Broker and the Facility, if applicable, each and every Critical Incident, as defined. The Transportation Provider shall establish live verbal contact with the Broker and the Facility, if applicable. Leaving a voicemail message does not satisfy this requirement.
1. In the event of a motor vehicle accident with Consumers on board, seek medical help as specified in **Section 2.E.1** above. If there are no obvious injuries, consult with family, day or residential staff members to determine that need. A formal written report shall be submitted to the Broker within twenty-four (24) hours; and
 2. For any of the following Incidents involving a Consumer, whether injury is apparent or not, ensure the Driver reports to the Facility and the dispatcher; the dispatcher must in turn notify the Broker immediately by phone:
 - a. Falling while getting into or out of the vehicle.
 - b. Falling while in the vehicle.
 - c. Any assault, including biting Incidents; or
 - d. Emergency braking of the vehicle or any other Incident that results in tipping over of a wheelchair.
- C.** Comply with M.G.L. chapter 119, §51A, M.G.L. chapter 19A, §15 and M.G.L. chapter 19C regarding mandated reporting of suspected abuse or neglect, as follows:
1. Transportation Provider employees who, in their professional capacity, have reasonable cause to believe that abuse of a disabled person, elder person, or abuse or neglect of a child has occurred shall make an oral report to their supervisor immediately and in writing within twenty-four (24) hours after the oral report;
 2. The supervisor must notify the Referring Agency and Broker immediately by phone and submit a copy of the report within twenty-four (24) hours;
 3. Further, the Provider shall ensure the appropriate state investigative agency is notified:

- a. If a disabled person between the ages of 18 to 59 is involved, then notify the Disabled Persons Protection Commission (DPPC) at **1-800-426-9009**; If abuse of an elder person (60 years of age and older) is involved, contact the Elder Abuse Hotline at **1-800-922-2275**;
 - b. If a child up to 18 years of age is involved, notify the Department of Children and Families (DCF) – Child at Risk Hotline at: **1-800-792-5200**; or
 - c. If a Consumer of any age residing in a long term care facility is involved, notify the Department of Public Health at **1-800-462-5540**.
4. Cooperate with the DPPC, DCF and the Agency in the investigation and disposition of any complaint or claim alleging individual abuse by a Transportation Provider employee.
- D.** Investigate and correct immediately any negative safety or Incident reports issued by the Broker, HST Office, Facility staff or the Provider itself and contact the Broker by telephone within one (1) business day of receipt of the form. Verify the investigation, correction and any other action taken in writing to the Broker within three (3) days of receipt of the report.
- E. DDS AND DAYHAB ONLY.** Ensure that drivers and Monitors (where applicable) provide verbal reports of all acts of assault and/or seizure activity by the Consumer or any other significant Incident to their supervisor and to the Facility and/or residential program staff. The Transportation Provider must report orally to the Broker that day and must follow up with a written Incident report, submitted within twenty-four (24) hours, for all acts of assault, self- abuse, refusal to use seat belt, incontinence, seizure activity or any other significant health or safety concern.
- F. DMH ONLY.** Ensure that Drivers and Monitors (where applicable) provide verbal reports of the following Incidents to their dispatcher/supervisor, and to the Facility and/or residential staff: any injury that requires medical intervention or hospitalization; any event that results in serious disability; any sexual assault or alleged sexual assault; any physical assault which results in staff or client requiring medical intervention or hospitalization; any arrest; any Incident that results in police or fire intervention during transit. Verbal reports must be filed on the day of the Incident and written reports must be filed with the Broker and the Facility within twenty-four (24) hours.

Section 3.6 Insurance Requirements

The Transportation Provider shall:

- A.** Maintain Worker’s Compensation or equivalent insurance on all drivers and Monitors who work under the provisions of the Transportation Provider Subcontract with the Broker and furnish a certificate of insurance to the Broker evidencing compliance with this provision prior to transporting any Agency Consumers.
- B.** Subject to **Section 3.6.C** below as applicable, maintain liability insurance on all vehicles used under the Transportation Provider Subcontract with Broker at a level that meets or exceeds the current HST minimum: (Liability: \$250,000/person and \$500,000/occurrence; Property damage: \$50,000). The Broker shall be named as an "additional insured" on the

policy and the Provider shall submit a certificate of such insurance to the Broker before transporting any Agency Consumers.

- C. PROGRAM-BASED TRANSPORTATION ONLY.** Ensure the following limits of liability insurance are maintained as a minimum on all vehicles used for Program-Based Transportation, unless a higher level is required by federal or state regulation (such as DTE 220 CMR 152.04), by an Agency or by the Broker, in which case, the higher-level must, as a minimum, be met and maintained. The Broker shall be named as an "additional insured" on the policy and the Provider shall submit a certificate of such insurance to the Broker before transporting any Agency Consumers.

Vehicle Seating Capacity 1-5 (Including driver)	Vehicle Seating Capacity 6-8 (including driver)	Vehicle Seating Capacity 9-15 (including driver)	Vehicle Seating Capacity 16+ (including driver)
Minimum Coverage: Bodily Injury: \$250,000/\$500,000 (per person/per accident) Property Damage: \$50,000	Minimum Coverage Combined Single Limit (CSL): \$500,000	Minimum Coverage Combined Single Limit (CSL): \$1,000,000	Minimum Coverage Combined Single Limit (CSL): \$5,000,000

Section 3.7 Communications/Dispatch

The Transportation Provider shall:

- A. Establish and maintain communications capability from 7:00 AM to 6:00 PM Monday through Friday plus any additional time a Provider vehicle is still in service, except for all holidays on which the state agencies are closed, in order to receive and respond to telephone requests from the Broker, Agency and/or Consumers regarding HST Services to Consumers.
- B. Provide twenty-four (24) hour answering system or service to record messages and to inform Consumers of transportation options available outside of regular service hours.
- C. Ensure there is no contact with any Consumer or their caregiver/guardian for any reason other than to exchange information that is necessary in the provision of transportation services. Any other contact (i.e. investigation of service complaints, surveys, etc.) must have prior written approval from the Broker and Facility, if applicable.

SECTION 4. VEHICLE AND EQUIPMENT REQUIREMENTS

Section 4.1 Minimum Standards for Vehicles

- A. The Transportation Provider shall ensure that vehicles (both primary and backup) conform to all applicable state and federal statutes, regulations, or standards, including, but not limited to the rules and regulations of the Agencies, the Broker, and the Registry of Motor Vehicles.
- B. All vehicles used under the terms of the Transportation Provider Subcontract with Broker must:

1. Be garaged and registered in the Commonwealth of Massachusetts or states immediately adjacent to the Commonwealth of Massachusetts.
 2. Have passed inspection by the Registry of Motor Vehicles prior to being used under the Transportation Provider Subcontract with the Broker with written verification kept on file at the Transportation Provider's offices.
 3. Be clearly identified with the corporate or business name affixed to the vehicle in a permanent or semi-permanent manner in no less than two (2) inch high letters. One location of such name shall be on the right side of the passenger's door, and the other shall be located on the rear of the vehicle, as per Registry of Motor Vehicles regulations. No advertising or other labeling is permitted while Consumers are in the vehicle unless specifically authorized by the Broker.
 4. Be maintained in good working order (including but not limited to brakes, tires, heater, windshield, wipers, defroster, speedometer, etc.) with an established preventive maintenance program and all necessary gasoline, oil, grease, and repairs furnished through the entire period of the Transportation Provider Subcontract with Broker; and
 5. Be cleaned regularly and have exteriors which are free of grime, cracks, breaks, dents, and damaged paint that noticeably detracts from the overall appearance of the vehicle, in addition, passenger compartments must be clean and free from torn upholstery or floor coverings, damaged or broken seats, and protruding sharp edges.
 6. Be inspected by a Broker's inspector to ensure the vehicle is compliant with the Transportation Provider Performance Standards prior to transporting Agency consumers. This applies to all new vehicles added after initial fleet inspection.
 - 7.
- C. Vehicles must be equipped with:

1. A seat with installed seat belts for every vehicle occupant (including driver and Monitor), which shall be in proper working order and accessible to the occupant. The Transportation Provider shall provide a seat belt cutter within easy reach of the driver, and seat belt extensions and seat belt covers, when needed;
2. A cellular phone or FM two-way radio licensed under the direction of the Federal Communications Commission. Mobile units shall be able to contact the base station at all times while Consumers are on board. The base station shall be manned while any vehicle is in transit and vehicles in transit and the base station must be able to communicate at all times.
3. A working air conditioning system of sufficient capacity to cool the entire vehicle (auxiliary air may be necessary).
4. A working heating system sufficient to heat the entire vehicle.
5. Snow tires or their equivalent during the period November 15 through April 15 of each year.
6. Spare tire and jack (unless covered by vendor maintenance policy).

7. Portable step (optional for lift equipped vehicles) – Stools should be made of high-strength material, preferably metal and have a ribbed rubber platform to provide stability as well as rubber tips on the bottom to prevent slipping on wet or icy pavement. The design must be satisfactory to both the Transportation Provider and the Agency.
8. Chock blocks, (except with respect to sedans and minivans), flags, reflectors and flashlight.
9. One (1) multipurpose fire extinguisher (minimum Universal A-B-C, UL rated) with a gauge that can determine charge level to be maintained in a fully charged and operable condition. Size: Fire extinguisher of at least 2.5lb. for Automobiles (sedans and minivans) and 5lb. for larger Vans or Chair Vans. Multipurpose extinguishers can be used on different types of fires and will be labeled with more than one class, like A-B-C OR A-B-C-D. All fire extinguishers must meet these additional guidelines:
 - a. Fire extinguishers shall be mounted and located so they are readily accessible to employees without subjecting the employees to possible injury
 - b. Fire extinguishers shall be maintained in a fully charged and operable condition and kept in their designated places at all times except during use
 - c. Fire extinguishers are subjected to an annual maintenance check
 - d. Provide an educational program to familiarize employees with the general principles of fire extinguisher use including “Understanding Fire Extinguishers” and “Learning How to Use a Fire Extinguisher” outlined below.

UNDERSTANDING FIRE EXTINGUISHERS

There are four classes of fire extinguishers – A, B, C and D – and each class can put out a different type of fire:

- Class A extinguishers will put out fires in ordinary combustibles such as wood and paper.
- Class B extinguishers are for use on flammable liquids like grease, gasoline and oil.
- Class C extinguishers are suitable for use only on electrically energized fires.
- Class D extinguishers are designed for use on flammable metals.

Multipurpose extinguishers can be used on different types of fires and will be labeled with more than one class, like A-B, B-C or A-B-C.

LEARNING HOW TO USE A FIRE EXTINGUISHER

- P. Pull the pin on the fire extinguisher in order to break the tamper seal.
- A. Aim the fire extinguisher low, with the nozzle pointed at the base of the fire.
- S. Squeeze the handle of the fire extinguisher to release the extinguishing agent.
- S. Sweep the nozzle from side to side while pointed at the base of the fire until it is extinguished.

If the fire re-ignites, repeat the last 3 steps.

10. A first aid kit that meets the Red Cross family first aid kit standards plus a biohazard bag;
11. GPS technology that tracks, monitors, and reports the vehicle’s location and shares this information with the Broker and EOHHS in real-time or near real-time. The GPS technology shall accurately report on the vehicle’s actual arrival time at pick-up and drop-off locations; and

12. A driver and Monitor (if applicable) identification card in plain view of the Consumer that clearly displays the driver's and Monitor's (if applicable) full names, the driver's and Monitor's (if applicable) photos, the Transportation Provider's name, the Broker's name, the Broker's phone number to file a complaint, and information about how to file a complaint with the HST Office.

D. DAY HABILITATION, DDS, AND EARLY INTERVENTION ONLY. Vehicles must be equipped with equipment to make a video-only (no audio) recording of all trips. **This section is in effect beginning July 1, 2024, only.**

E. Age of Vehicle

1. During the term of the Transportation Provider Subcontract with Broker, vehicles may not have a date of manufacture that is equal to or more than:
 - a. PROGRAM-BASED TRANSPORTATION ONLY
 - 1) Seven (7) years for vans, sedans & station wagons; and
 - 2) Nine (9) years for wheelchair lift equipped vehicles and vehicles with seating capacity > 15.
 - b. DEMAND-RESPONSE TRANSPORTATION ONLY
 - 1) Fifteen (15) years for all demand-response vehicles, except ambulances.
2. Notwithstanding the provisions of **Section 4.1.E.1.** above, a Transportation Provider may submit to the Broker a formal written request for a vehicle age waiver along with proof of a Massachusetts state inspection sticker no older than 60 days from the date of the request. The Broker may grant waivers in six month increments for up to a maximum of two additional years of vehicle age, beyond the vehicle age limit set forth in **subsection 4.1.E.a.(1) and (2)**, above, as applicable, upon physical inspection and written approval by the Broker for each such request. Vehicles must pass a new Massachusetts state inspection for each six-month waiver granted.
3. Notwithstanding the provisions of **Section 4.1.E.1.** above, for those vehicles undergoing conversion before initial use, the vehicle age may be calculated beginning from the date of registration after conversion (rather than date of manufacture), with documentation of the initial vehicle registration date kept readily available for inspection by the Broker.
4. Regardless of vehicle age, the Transportation Provider must comply with any instruction from the Broker to immediately remove a vehicle from services when deemed unsafe or unsuitable by the Broker.
5. **NON-EMERGENCY AMBULANCE TRANSPORTATION ONLY.** To serve as an ambulance in the Brokerage, the ambulance must comply with DPH regulations 105 CMR 407 specifying the minimum vehicle and equipment requirements for ambulances.

Section 4.2 Wheelchair van Additional Requirements and Securement Standards

- A. Any vehicle used for Wheelchair Van Transportation must be equipped with the following equipment specifications:

1. A hydraulic lift with manual backup operational capacity and/or retractable ramp.
 - a. A raised roof at least 12 inches high. (Lower floor); and
 - b. Raised side doors at least 54 inches high.
 2. Converted minivan must have ramps that are rated for up to 600 pounds.
 3. Transportation providers shall use either the O'Straint, AMF-Bruns, or Sure-Lok wheelchair securement system.
 4. Four securement straps, a lap belt and a shoulder belt assembly for each wheelchair. If the vehicle is equipped with a "locking bar" system, then only two securement straps are needed for that wheelchair.
 5. Safeguard flyer or placard in the vehicle informing the driver about the state of proper wheelchair and passenger securement.
- B. Wheelchair securement requirements are as follows:
1. All wheelchairs must face forward in van.
 2. All wheelchairs must be secured with two securement straps in the front and two securement straps in the rear. All wheelchairs must be secured in the front and back. If using a "locking bar" system, the front of the wheelchair must still be secured with straps.
 3. All Consumers must be secured into their wheelchairs using the lap/shoulder belt assembly that works in conjunction with the securement system. The lap/shoulder belt assembly must be used in addition to any other wheelchair securement devices;
 4. The use of table/tray attachments must not interfere with proper securement of Consumers by lap/shoulder belt assemblies. They must be removed if they prevent the Consumer from being properly secured; and
 5. The Shoulder belt should be adjusted so that it does not extend across the Consumer's neck or face. Do not use the Shoulder belt if there is a medical condition that interferes with its proper use. (i.e., feeding or breathing tubes).
 6. Drivers shall ensure securement straps are not secured to a moveable or removable part of the wheelchair.
 7. Drivers shall apply the wheel locks when securing a manual wheelchair and ensure the power has been turned off when securing a motorized chair.
 8. Drivers shall ensure that the lap belt is placed low across the front of the Consumer's pelvis on the upper thighs, not on the abdomen.
 9. Drivers shall ensure that the shoulder belt crosses the Consumer's collarbone and the center of the chest. It should connect to the latch plate and buckle of the lap belt at the hip.
 10. Drivers shall ensure the upper shoulder-belt anchor point or guide is above and behind the top of the Consumer's shoulder.
 11. Drivers must not take shortcuts to secure the wheelchair and the consumer. All wheelchairs must be secured according to the manufacturer's specific instructions.

C. Wheelchair securement: Drivers' Training

1. Drivers operating wheelchair van vehicles for HST work under the Transportation Provider Subcontract with Broker must receive hands-on training from a qualified trainer certified by The Community Transportation Association of America (CTAA), the University of Wisconsin, or other certification approved by the Broker.
2. Drivers operating wheelchair van vehicles must receive hands-on training yearly to ensure that they understand and can properly follow the procedures stated above in 4.2.B for proper securement of wheelchairs in vehicles. In addition to yearly training, Brokers shall evaluate drivers every 6 months on the proper securement of wheelchairs. If Driver fails mid-year evaluation, they will be required to do a full retraining.
3. The annual training notwithstanding, HST/Broker shall ask the driver to attend hands-on retraining immediately after an incident or consumer complaint resulting from a failure to secure the consumer properly. HST may ask for evidence of retraining and a copy of the trainer's certificate.
4. The Broker/Transportation Provider shall apply the Wheelchair Securement Corrective Action Schedule to address wheelchair securement deficiencies.

D. Lift Operations

1. The driver shall run a complete lift cycle each day before transporting any consumers who use the lift to ensure it is functioning properly.
2. The drivers shall immediately notify the supervisor/dispatch of any issues with the lift's functionality.
3. Preventative maintenance shall be conducted on the lift every 750 cycles. The Transportation Provider shall keep the maintenance record and present this to the Broker for an annual desk audit. This is the standard recommended number of cycles and vehicles should be maintained within 50 cycles of this suggested schedule and at least yearly.
4. Whenever possible, mobility devices should board in a rear-facing position and exit the vehicle in a forward-facing position. (The ADA always gives a choice to the passenger to ride either facing toward or away from the vehicle.)
5. Once a passenger has been moved onto the lift platform, the driver shall set the wheel locks on a manual chair. For a motorized chair, drivers shall ensure the power has been turned off once the consumer is on the lift.
6. The driver should never ride the lift with the consumer in the wheelchair unless it is required to ensure consumer safety and a monitor is not present.
7. The driver should never ride the lift with an ambulatory consumer unless it is required to ensure consumer safety and a monitor is not present.
8. While loading or unloading, the driver should remain on the ground with one hand firmly on the wheelchair and one hand operating the controls.

SECTION 5. PERSONNEL REQUIREMENTS

Section 5.1 Driver Qualifications

- A. Drivers must have a valid Massachusetts Driver's License (or valid license from a contiguous state) appropriate to the type of vehicle they will be operating and at least 1 year of driving experience, including experience driving multi-passenger vehicles.

- B. Drivers must be at least nineteen (19) years of age and have completed all required training specified in **Section 5.3** prior to HST work.
- C. Drivers must furnish written references, have effective oral communication skills in English sufficient to communicate effectively with Consumers and facilities' staff and to perform their other job duties, and undergo a Criminal Offender Record Information (CORI) check, with results verified, prior to any contact with Agency Consumers. The references and CORI must remain on file at the Transportation Provider's place of business and the CORI must be conducted annually thereafter. The Transportation Provider must follow the DCJIS requirements for CORI request procedures and hire in accordance with 101 CMR 15.00.
- D. The Transportation Provider is responsible for requesting SORIs and ensuring employment decisions are consistent with EOHHS SORI requirements specified in 606 CMR 14.00. The SORI check results must remain on file at the Transportation Provider's place of business and the SORI check must be conducted annually thereafter. If the results of the SORI check indicate a positive result for any driver or monitor, they will be prohibited from providing transportation to HST Consumers.
- E. Drivers must supply written health records on their physical condition and must be physically able to assist Consumers entering and exiting vehicles.
- F. Transportation Providers must obtain a driving history report for each of its drivers and driver applicants from all appropriate state agenc(ies) on any moving violations. The report(s) must be obtained and maintained on file at the transportation provider's place of business prior to any contact by the driver with Agency Consumers. The Transportation Provider must secure a driving history report from every state in which the driver applicant resided or was a licensed motor vehicle operator during the past 7 years. The Transportation Provider must exercise judgment in determining the appropriateness of any driver whose report(s) indicates any violation. The driving history report(s) must be updated and reviewed annually, and at a minimum, should not reflect within the previous 7 years any of the violations specified below:
 - 1. Driving under the influence of alcohol or drugs/driving while intoxicated.
 - 2. Reckless driving/driving to endanger.
 - 3. Leaving the scene of an accident.
 - 4. Driving without a license and/or insurance.
 - 5. Driving with a suspended license; and
 - 6. Any record with multiple or repeated violations (other than parking).

At a minimum, if any of the above violations are found within the previous 7 years, that driver or driver applicant should be prohibited from contact with HST Consumers.

- G. Transportation Providers must enroll in the Massachusetts RMV Driver Verification System (DVS). The DVS program gives the Transportation Provider the ability to track license statuses of employees/drivers and receive email notification from the RMV if there is a

change in their license status at any time while they are enrolled in DVS. The Provider is required to provide view access to its Broker and HST Staff so they will be notified if a license status changes. The Transportation Provider will be notified via email and can view the driver(s) that has had a status change. DVS also allows the Transportation Provider to obtain driving records for any driver enrolled in the DVS program. There is no fee to participate in the DVS program and receive license status notification. If the Transportation Provider chooses to obtain a public driving record, there is a fee. The Transportation Provider must take appropriate action when it receives notice of a license status change, including determining whether the driver continues to meet the Driver Qualifications set forth in this Section IV.A.”

- H. All drivers and Monitors who work under the provisions of the Transportation Provider Subcontract with an HST Broker shall adhere to the following provisions regarding drug/alcohol testing. All drug and alcohol testing must be conducted by an independent (non- affiliated/off-site) laboratory certified under the National Laboratory Certification Program (NLCP). Transportation Providers are not allowed to collect testing samples or conduct any testing, whether at the Transportation Provider’s facilities or otherwise. Drug testing must be conducted for marijuana, cocaine; opioids (codeine, heroin, morphine, oxycodone, oxymorphone, hydrocodone, hydromorphone), amphetamines (amphetamine, methamphetamine, MDMA, MDA) and phencyclidines (PCP), and the results must be verified as “negative”.
1. Pre-contact – Prior to being assigned to any work directly or indirectly involving Agency Consumers, under a drug test as described above.
 2. Reasonable suspicion - Any driver or monitor who is suspected to be under the influence of alcohol or drugs must be removed immediately from any contact with Agency Consumers and the removal must remain in effect pending the results of a drug/alcohol test. The alcohol test must be conducted within 8 hours of the Incident and the drug test within 32 hours. Positive test results or failure to administer the test within the prescribed time limits will result in the permanent removal of the individuals from any Agency contract work.
 3. Post-accident - Any driver or Monitor involved in an accident with Agency Consumers on board the vehicle must be removed immediately from any contact with Agency Consumers, and the removal must remain in effect pending the results of a drug/alcohol test. The alcohol test must be conducted within 8 hours of the Incident and the drug test within 32 hours. Positive test results or failure to administer the test within the prescribed time limits will result in the permanent removal of the individuals from any Agency contract work. For this provision, an accident includes, but is not limited to, an occurrence associated with the operation of a vehicle, if as a result:
 - a. An individual dies; or
 - b. An individual suffers bodily injury and immediately receives medical treatment at or away from the scene of the accident; or
 - c. One or more vehicle(s) involved incurs disabling damage and such vehicle or vehicles are transported away from the scene by a tow truck or other vehicle; or
 - d. There has been \$1000 or more of property damage.

I. **NON-EMERGENCY AMBULANCE TRANSPORTATION ONLY.** HST requires at

least 2 trained personnel in the ambulance. The HST Office requires the personnel to have certification in First Aid and CPR.

Section 5.2 Monitor Qualifications

- A. Monitors must be at least nineteen (19) years of age and have completed all required training specified in **Section 5.3** prior to HST work.
- B. Monitors must furnish written references, have effective oral communication skills in English sufficient to communicate effectively with Consumers and facilities' staff and to perform their other job duties, and undergo a Criminal Offender Record Information (CORI) check, with results verified, prior to any contact with Agency Consumers. The references and CORI must remain on file at the Transportation Provider's place of business and the CORI must be conducted annually thereafter. The Transportation Provider must follow the DCJIS requirements for CORI request procedures and hire in accordance with 101 CMR 15.00.
 - 1. The Transportation Provider is responsible for requesting SORIs and ensuring employment decisions are consistent with EOHHS SORI requirements specified in 606 CMR 14.00. The SORI check results must remain on file at the Transportation Provider's place of business and the SORI check must be conducted annually thereafter. If the results of the SORI check indicate a positive result for any driver or monitor, they will be prohibited from providing transportation to HST Consumers.
- C. Monitors must be physically able to assist Consumers entering and exiting vehicles.
- D. If any Monitor is ever to be used as a driver, he or she must meet all driver qualifications prior to work as a driver.
- E. **PROGRAM-BASED TRANSPORTATION ONLY.** Monitors are also subject to the drug/alcohol testing provisions set forth in **Section 5.1.G.**

Section 5.3 Driver and Monitor Training

The Transportation Provider shall:

- A. Ensure that all drivers and Monitors have successfully completed the applicable in-service training program prior to their transporting any HST Consumers. Non-emergency ambulance drivers and Monitors are exempt from these training requirements. The Broker reserves the right to request documentation of trainings conducted. The mandatory training shall include at a minimum the following and must be conducted annually thereafter:

Program Application	TRAINING REQUIREMENT
Universal	*DRIVER ONLY: Driver rules and regulations; Defensive driving & reacting to skids, and Vehicle stalling & brake failure
Universal	***DRIVER AND MONITOR: Proper use of vehicle safety equipment; content and use of all first aid kit items; use of two-way radios, if applicable, and emergency vehicle evacuation procedures
Universal	***DRIVER AND MONITOR: Accident procedures & Incident reporting

Universal	* DRIVER AND MONITOR: Correct use of Consumer seat belts, including correct use of child safety restraint devices for all transportation providers serving children. Driver is responsible for ensuring proper installation of child safety restraints.
Universal	*DRIVER AND MONITOR: Use of Wheelchair lift & proper wheelchair securement, by a Trainer Certified by the Community Transportation Association of America (CTAA), the University of Wisconsin, or other certification approved by the Broker. Training must be completed yearly.
Universal	*DRIVER AND MONITOR: Human rights and sensitivity to Consumer needs, including disability awareness, passenger assistance and accommodations for service animals (guide dogs) in vehicles
Universal	*DRIVER AND MONITOR: Sexual Harassment Training
Universal	***DRIVER AND MONITOR: Familiarization with the HST and Agency standards, specifications and procedures, including mandated reporting of suspected abuse or neglect and suspected Medicaid member or provider fraud and abuse, driver and monitor performance standards, consumer pickup protocols, and data privacy and security rules and requirements, including compliance with the HIPAA Rules and all other applicable laws, regulations, policies, procedures and standards applicable to Transportation Provider (including those set forth in Section 9 , below)
Program-Based	***DRIVER AND MONITOR: First aid; reaction to seizures, universal precautions and “vehicle empty” inspection procedure.
DPH Only	**DRIVER AND MONITOR: Certified in basic first aid (4 hours). The certification must be through the American Red Cross, American Heart Association, or other equivalent training approved by the Broker and must be kept current.
DPH Only	**DRIVER AND MONITOR: Certified in CPR for infants and children. The certification must be through the American Red Cross, American Heart Association, or other equivalent training approved by the Broker and must be kept current.

*Training must be conducted annually by an Instructor Certified by the Community Transportation Association of America (CTAA), the University of Wisconsin, or other Broker approved training program and be kept current at all times.

**Training requires Certification from the American Red Cross or the American Heart Association and must be kept current at all times.

***Training and acknowledgement of policy and procedure can be conducted in-house by designated personnel.

- B. Ensure that drivers and Monitors attend Broker sponsored, coordinated, or arranged meetings as determined to be necessary by the Broker.
- C. Ensure that drivers have a good basic knowledge of the service area and are provided with detailed maps of the service area. Drivers and dispatchers must be aware of the locations and telephone numbers of emergency facilities (police, fire, hospital, etc.) in the service area.
- D. **PROGRAM-BASED TRANSPORTATION ONLY.** Pre-qualify drivers prior to being assigned to a route:
 - 1. Current Transportation Providers – driver must accompany an experienced driver or supervisor on a minimum of one established route during regularly scheduled Facility hours.

2. New Transportation Providers – driver must accompany a supervisor on a minimum of one simulated route in the service area during regularly scheduled Facility hours.
- E. **DOOR-THROUGH-DOOR TRANSPORTATION ONLY.** Ensure that all drivers have successfully completed trainings in the following:
1. Respectful communications.
 2. Professional Boundaries.
 3. Sensitivity/Senior Sensitivity.
 4. Bariatric Patient Transfer Protocol (Non-emergency Ambulance only).
 5. Door-through-door transportation protocols such as:
 - a. Gentle support: Opening doors and providing verbal guidance.
 - b. Physical support: Providing physical support for the consumer to assist with balance
 - c. Activity support: The driver stays with the consumer and helps with the activity at the destination.
 - d. Personal support: The driver or assist may help the consumer put on coat.

Section 5.4 Personnel Policies/Documentation

The Transportation Provider shall:

- A. Maintain a personnel file on each driver (including owners when they have driving responsibilities) and monitor which shall include:
 1. Credentials.
 2. Written references.
 3. Copy of driver's license (drivers only).
 4. Results from annual CORI check.
 5. National Fingerprint/background check Suitability Letter (Only for vendors providing services to consumers attending DDS and Day Hab Programs).
 6. Health records, including results of drug/alcohol testing and any other agency specific requirements (annual health exam, TB test, etc.).
 7. Annual driving history reports from the appropriate state agenc(ies) (drivers only).
 8. Training records.
 9. Performance evaluation results; and
 10. Any other Broker required documents.

This file shall be available for review by the Broker and/or HST Office, upon request.

- B. Develop and maintain written procedures for driver and Monitor orientation and training, and performance Monitoring.

- C. Ensure that all direct employees or contract employees who may have unsupervised contact with DDS and Day Hab Consumers have undergone a Department of Developmental Services (DDS) Background Check, as described in DDS regulations at 115 CMR 12.00, and maintain documentation verifying the same. The Transportation Provider must ensure that any direct employee or contract employee who may have unsupervised contact with a DDS and Day Hab Consumer and has undergone a DDS Background Check and must maintain documentation verifying the same before the individual begins work for the Transportation Provider. Non-emergency ambulance providers are exempt from this provision.
- D. The Transportation Provider is responsible for completing the CORI check prior to entering the candidate in the Background Check System (BCS). It is a business decision on the part of the Transportation Provider as to what is considered acceptable for hiring for their specific organization. If you have a CORI that meets the criteria for completing a CORI Hiring review form, then this should be done **before** creating the case within the BCS. If you chose to not hire the candidate based on the CORI, then there is no need enter the individual into the BCS. The Suitability Letter deeming an individual "SUITABLE" shall not be used as the sole basis of employment. Employment decisions shall be made according to DCJIS requirements for CORI request procedures (see Section 5.1.C above).

SECTION 6. DRIVER AND MONITOR PERFORMANCE STANDARDS

Section 6.1 Dress Code and Demeanor

The Transportation Provider shall:

- A. Ensure that drivers and Monitors (where applicable) are clean and neat in appearance and look professional. Blouses, shirts, skirts, slacks and pants are acceptable. Clothing must not be ripped or torn. Drivers and monitors must wear footwear that is fully closed with a non-skid sole. Drivers must wear a nametag and it must be visible to Consumers.
- B. Ensure that all personnel exercise patience and sensitivity and be exemplary in speech and action whenever they are in contact with parents, Consumers and Facility staff. Drivers and Monitors are prohibited from discussing with parents or residential staff the behavior or medical condition of any other individual other than those the parents or staff are directly responsible for.
- C. Ensure that all personnel are licensed, qualified, competent, and courteous. Drivers must carry their license with them whenever transporting consumers.
- D. Ensure drivers do not use drugs or alcohol at any time when it might affect a safety sensitive duty (including, but not limited to, within the 4 hours preceding driving), and if taking medications, must still be able to perform his/her duties in a safe manner. Any driver taking medications that may hinder performance must report such use to his/her supervisor, and not transport Agency Consumers.
 - 1. **DPH ONLY.** Ensure that drivers report in person to supervisory staff at the Transportation Provider's place of business on any day they will be transporting Agency Consumers. This may be done at any time of the day during the Transportation Provider's normal working hours.

Section 6.2 Vehicle Safety

The Transportation Provider shall ensure that drivers and Monitors (where applicable) adhere to the following:

- A. If a driver should need to call their base using a cell phone, the vehicle must be stopped in a safe location to allow for safe usage (dialing, etc.). Drivers must NEVER text message while they have Consumers on board.
- B. No eating or drinking is allowed in the vehicle while any Consumer is in the vehicle (this also applies to the driver and Monitor).
- C. The doors of the vehicle are closed and locked while the vehicle is in motion (except for the rear emergency door of vehicles which must remain unlocked in transit).
- D. No fueling of the vehicle is conducted while Consumers are on board.
- E. All vehicles used to transport Consumers must be smoke free and no driver or Monitor may smoke on the grounds of the Facility, Residence or Day Care Facility.
- F. Only the driver shall occupy the driver's seat.
- G. Shut off the vehicle and remove the keys when not occupying the driver's seat (not applicable for vehicles when operating hydraulic lift).
- H. No pushing a vehicle with their vehicle or allowing the vehicle to be pushed while a Consumer is located in either vehicle.
- I. Operate vehicles at all times in compliance with all federal, state, and local laws.
- J. No personal stops while transporting HST Consumers, unless specifically authorized.
- K. No headphones (including Bluetooth or any other type of wireless phone headset) while on duty; and
- L. No firearms, alcoholic beverages, unauthorized controlled substances, or highly combustible materials (other than oxygen tanks required by Consumers) shall be transported in the vehicle.

Section 6.3 Consumer Safety and Transportation Log

The Transportation Provider shall:

- A. Ensure that drivers and Monitors assist all Consumers upon entering and exiting the vehicle and assist in securing and releasing car seats and seat belts, as needed. The driver is ultimately accountable to ensure that all passengers, both adults and children, are properly secured with seat belts or in car seats before any movement of the vehicle and enroute. Drivers and Monitors (where applicable) must not leave a vehicle unattended at all times when Consumers are in the vehicle.
- B. Ensure compliance with Massachusetts Seat Belt Law & Child Passenger Safety Law - MGL, C. 90, S. 13A & C. 90, S. 7AA. The Transportation Provider is not responsible to furnish

car seats, only to ensure that they are being used properly when needed. Vehicles for hire, including taxicabs are not exempt. The standards are as follows unless an exemption under the law is applicable.

1. Children under 8 years of age must be properly secured in an appropriate child passenger restraint (as defined in MGL C.90 S.1) unless they are more than 57 inches tall.
 2. Children under 13 years of age must wear a properly adjusted and fastened safety belt, unless required to be in a child passenger restraint.
 3. Older children and adults must wear a safety belt; and
 4. Child passenger restraints must meet current federal motor vehicle safety standards (49 CFR 571.213) and be in good working order, properly used and installed in the vehicle as specified by the manufacturer's instructions. Child passenger restraints may not be altered or modified unless approved by the manufacturer. Any restraint involved in a crash should no longer be used.
- C. Ensure that:
1. No Consumer is seated in any side or rear-facing seat (only forward-facing seats);
 2. No child under 12 years of age is seated in the front passenger seat of any vehicle equipped with a front air bag on the passenger side; and
 3. No child in a child passenger restraint is in the rear most bench seat of a fifteen-passenger van.
- D. Ensure that drivers and Monitors (where applicable) do not discipline any Consumer, under any circumstances. Circumstances that warrant action shall be reported at once to the appropriate Facility staff and to the Broker. Any behavior or Incident that affects the safety of Consumers should be reported immediately to the dispatcher and when required, the vehicle shall pull to a safe place to address the situation.
- E. Ensure that drivers carry and maintain “fact sheets” and/or Transportation Plans and daily attendance and/or trip/route sheets for all Consumers on their route, so that there is a log or trip sheet documenting each time a Consumer is transported. The log/trip sheet must have the driver’s name and vehicle license plate number listed, and must include the date, the Consumer’s name, pickup location, time of pickup, drop off location, and time of drop off. Driver must maintain the log/trip sheet legibly and completely.
1. Attendance must be accurate. Vendor will be paid full route cost even if only a portion of the consumers attend on a given day. BUT if this attendance is inaccurate (recorded attendance for those who did not go), the vendor will be subject to recoupment and fines.
 2. Vendors must maintain “fact sheets” as outlined in Section 9.6.C. Retain Data.
- F. Ensure that Monitors, in addition to all other requirements contained herein, perform the following:
1. Constantly observe/monitor the Consumer(s) to whom they are assigned while in transit.
 2. Provide one-to-one assistance to Consumers, upon assignment, but also provide

- supervision and assistance to other Consumers on the vehicle when necessary.
3. Follow designated assignments and accept supervisory guidance.
 4. Attend specialized training upon request by the Broker. The Broker reserves the right to request documentation of trainings conducted.
 5. Intervene only to prevent injury from occurring to a Consumer. Inform the driver of any situation that threatens or appears to threaten the well-being of any Consumer.
 6. Notify Facility staff of any significant Incident that occurred while in transit.
 7. Individual Monitors must sit next to the individual Consumer Monitored, or if a group Monitor, be seated in one of the middle or rear seats of the vehicle while any Consumer is in the vehicle. Monitor should under no circumstance be seated in the front seat with the driver; and
 8. Perform any additional Consumer-specific duties. The Broker may request that the Monitor assist the Consumer, when necessary, from door to door.
- G. Ensure that drivers and Monitors release children and cognitively impaired Consumers only to authorized individuals and that they confirm the identity of any individual to whom they release the Consumers. Drivers that are not familiar with a person(s) authorized to take custody of the Consumers must confirm identification of the person(s) either through a photo ID or physical description, confirmed by Facility personnel (drivers should never ask a person if they are “Ms. Jones;” rather drivers should ask the person to give their name). Whenever there is any doubt, contact the Facility and if necessary, return the Consumer to the Facility and notify the Broker immediately. In addition to caution, drivers and Monitors must exercise sensitivity in these situations.
- H. Ensure that all equipment is properly secured at all times and kept out of the reach of Consumers. The satisfactory condition of any vehicle and equipment is subject to the discretion of the Broker.
- I. Ensure that when in transit, any medical equipment (oxygen tanks, Monitoring equipment, etc.) is positioned and secured to the floor, vehicle seat or wall of the vehicle below the window line. Bungee cords and/or Velcro are not acceptable securement devices.
- J. Ensure that drivers perform a daily vehicle inspection before picking up any Agency Consumers. The daily vehicle inspection must be documented in writing and kept on file for three months. The daily vehicle inspection must include verification that the seat belts, wheelchair lift, wheelchair securements and lap and shoulder belts are in working order.
- K. Ensure that:
1. All drivers and Monitors wear in plain view a uniform ID card clearly displaying his/her full name and the Transportation Provider's name; and
 2. **PROGRAM-BASED TRANSPORTATION ONLY**> All drivers and Monitors wear in plain view a uniform photo ID card clearly displaying his/her picture, full name, and the Transportation Provider's name.
- L. **PROGRAM-BASED TRANSPORTATION ONLY.** Ensure that drivers, after discharging all Consumers on a route (inbound or outbound), physically inspect the entire interior section of the vehicle to ensure that all Consumers have exited, and no Consumer

belongings have been left behind and place a “Vehicle Empty” sign in the rear window.

1. Ensure that drivers display a “Vehicle in Use” sign in the rear window while consumers are on board.

M. **PROGRAM-BASED TRANSPORTATION ONLY.** Ensure that whenever a driver transports a Consumer to a Residence or Facility that shows no evidence of a parent/guardian, residential staff, or other authorized person, that the driver immediately notify the supervisor/dispatcher who must (unless otherwise specified in writing by the Broker):

1. Notify the transportation coordinator or director at the Consumer’s Facility.
2. Attempt to contact the parent/Day Care provider by phone.
3. If there are other Consumers on the vehicle instruct the driver to continue on with the route and then return.
4. If there are no other Consumers on the vehicle and no contact with the parent/Day Care provider has been established, then notify the transportation coordinator or director at the Consumer’s Facility and return the Consumer to the Facility; and
5. If there is no authorized staff at the Consumer’s Facility or if unable to contact the Facility, then notify the Broker.
6. At this point, if no contact can be established with the parent, residential staff, or Facility staff then the Broker will:
 - a. **For children under 12 (DPH EI or unaccompanied MassHealth children)** - instruct the supervisor to notify the Department of Children and Families (DCF) and to turn the child over to DCF as an abandoned child (Transportation Provider must be aware of local and after hours DCF telephone numbers).
 - b. **For DDS/MassHealth Day Habilitation Consumers** – immediately contact the area DDS Administrator on-call for resolution.

A written report must be submitted to the Broker within 24 hours of the Incident.

- N. Drivers and personnel shall demonstrate respect for consumers’ space, homes and property when conducting door-to-door or door-through-door service.

SECTION 7. TRIP PERFORMANCE STANDARDS

Section 7.1 Time Measured Standards

- A. **On-Time Arrival.** The driver shall make his presence known to the Consumer (briefly sounding the horn, if necessary.) If the Consumer is then not present for pick up, the driver shall notify the Provider’s dispatcher and await instructions from the dispatcher before departing from the pick-up location. The driver must not arrive more than 15 minutes before the scheduled pick-up time. The Transportation Provider cannot change the assigned pickup time without permission from the Broker. If the driver cannot arrive on time to the pick-up location, the Provider shall notify the Broker and attempt to contact the Consumer or Consumer’s representative and the Facility, if applicable. The performance goal is 100% on-time performance and late or missed trips may subject the Provider to the Broker’s Provider Accountability Policy (see **Section 5.2.A.7** of the HST Broker Services Contract).

1. **DEMAND-RESPONSE TRANSPORTATION ONLY.** Unless otherwise directed by the dispatcher, the driver shall wait until at least ten (10) minutes after the scheduled pick-up time before departing without the Consumer.
 2. **PROGRAM-BASED TRANSPORTATION ONLY.** Unless otherwise directed by the dispatcher, the driver shall wait until at least five (5) minutes after the scheduled pick-up time before departing without the Consumer.
- B. Door-to-Door and Door-through-Door. The Transportation Provider shall notify the Consumer or responsible person the scheduled pick-up time for the Consumer at least twenty-four (24) hours prior to initiation of transport or any changes in the schedule during the Transportation Provider Subcontract with Broker. Due to mobility limitations, the driver shall make his/her presence known to the Consumer or responsible person by knocking or ring the bell. The consumer may need assistance to exit their home or the facility.
- C. **PROGRAM-BASED TRANSPORTATION ONLY.** The Transportation Provider shall transport Consumers from their respective residences to the sites and at the times specified by the Broker on days that the programs are in session during the performance period of the Transportation Provider Subcontract with the Broker. Consumers will similarly be returned to their respective residences.
- D. **PROGRAM-BASED TRANSPORTATION ONLY.** The Transportation Provider shall notify the Consumer or responsible person of the times that the Consumer will be transported, no later than at least twenty-four (24) hours prior to initiation of transport or any changes in the schedule during the course of the Transportation Provider Subcontract with Broker. (For Demand-Response Transportation, the Provider is not responsible for communicating with Consumers about pickup time.)
- E. **PROGRAM-BASED TRANSPORTATION ONLY.** The Transportation Provider shall ensure that Consumer pick-up and drop-off times at their residence and day program are maintained and are as constant as can be reasonably expected. The Broker/Agency may require that actual pick-up and drop-off times begin to be recorded and submitted for specific routes where problems have arisen. Additionally, if a Consumer is not immediately present, the driver should initiate a call to the dispatcher who will attempt to contact the Consumer's residence by telephone and may be required to remain longer than five minutes for certain Consumers due to the presence of a physical limitation, behavioral challenge, or extreme weather conditions.
- F. **PROGRAM-BASED TRANSPORTATION ONLY.** Ensure that Consumers are transported within the following timelines:
1. Transportation Provider can arrive at Consumer's Residence or Day Care site within 15 minutes (plus or minus) of their scheduled pick-up time. If a Consumer is not immediately present, the driver should initiate a call to the dispatcher who will attempt to contact the Consumer's residence by telephone. If no contact is made, the Driver shall wait until at least five (5) minutes after the scheduled pick-up time before proceeding with his route. In no event shall a driver be considered to have fulfilled the obligation by merely sounding the horn.
 2. Arrive at the Destination Facility for drop-off no earlier than 15 minutes prior to and no later than the Facility's scheduled starting time. At the discretion of the Facility,

Consumers may be required to wait in the vehicle until the scheduled starting time.

3. Arrive at the Facility for the return trip no earlier than 15 minutes prior to and no later than the Facility's scheduled ending time, or other agreed upon time if multiple sites are combined on one route, when transporting Consumers from the Facility to their Residence or Day Care site.
4. Drop off at their Residence or Day Care site within 15 minutes (plus or minus) of their scheduled return time.
5. No Consumer under six (6) years of age is to be on board a vehicle for more than 45 minutes, no Consumer six (6) years of age and older is to be on board a vehicle for more than 90 minutes and in all cases, transportation will be as expeditious as is practical under the circumstances.
6. Drivers must radio their dispatcher if their route is running more than 15 minutes late. The Dispatcher shall notify a responsible person at the Consumer's Residence and/or Facility.

G. PROGRAM-BASED TRANSPORTATION ONLY. Implement the following procedures when notified that a vehicle with Consumers on board is overdue enroute to a Destination Facility. The Dispatcher shall:

1. Attempt to establish radio contact with the driver.
2. Maintain contact with the person who initiated the report.
3. Inform Facility staff of the delay.
4. When 15 minutes has elapsed since the Facility's scheduled starting time: continue with the above and contact all residences on the route to verify if and when the Consumer was picked up and confirm the missing vehicle's description (make, model, year, color & license number).
5. When 30 minutes has elapsed since the Facility's scheduled starting time: continue with the above, maintain contact with residences and dispatch a radio equipped backup vehicle to follow the missing vehicle's route; and
6. When 45 minutes has elapsed since the Facility's scheduled starting time: continue with the above and notify the local/state police.

The Transportation Provider shall notify the Broker and submit a written report to the Broker within 24 hours detailing the Incident, outcome, investigation and action taken.

H. PROGRAM-BASED TRANSPORTATION ONLY. Implement the following procedures when notified that a vehicle with Consumers on board is overdue en route to a Residence or Day care site:

1. Attempt to establish radio contact with the driver.
2. Maintain contact with the person who initiated the report.
3. Contact Facility staff.
4. When 30 minutes has elapsed since the designated drop-off time or 75 minutes since the Facility's scheduled ending time (whichever comes first): continue with the above and contact all residences on the route for verification that the Consumer was dropped

off, dispatch a radio equipped backup vehicle to follow the missing vehicle's route and confirm the missing vehicle's description (make, model, year, color & license #).

5. When 45 minutes has elapsed since the designated drop-off time or 90 minutes since the Facility's scheduled ending time (whichever comes first), continue with the above and notify the local/state police.

The Transportation Provider shall notify the Broker and submit a written report to the Broker within 24 hours detailing the Incident, outcome, investigation, and action taken.

Section 7.2 Quality Monitoring

The Transportation Provider shall:

- A. Respond to complaints forwarded by the Broker within 48 hours and provide resolution and/or a corrective action plan approved by the Broker.
- B. Cooperate and participate in Broker or Agency on-site visits of the Transportation Provider's place of business and inspection of business records and vehicles.
- C. Upon request, make available any vehicles used in HST work for Broker or Agency inspection according to the contract requirements. Implement a system of reporting and tracking such inspections.
- D. **PROGRAM-BASED TRANSPORTATION ONLY.** Conduct a minimum of two (2) inspections annually (that drivers or Monitors are not aware of in advance) at each contracted Facility site or enroute. The inspection is to Monitor the driver's (and monitor if applicable) performance and the condition of the vehicle and equipment. Inspections must be conducted by supervisory staff at regularly scheduled Consumer drop off or pick up times and a report on the results of each such inspection is to be forwarded to the Broker within 30 days. In cases where complaints or disputes arise, additional inspections may be required by the Broker to be held at the Facility site, Consumer's residence or at any point along the route. Inspection reports must be documented in writing and maintained for annual inspection.

Section 7.3 Corrective Action/Provider Accountability

- A. If the Broker or the HST Office representative identifies, in its sole judgment, any deficiency in the Transportation Provider's performance under these terms, the Broker or HST Office may require the Provider to develop a corrective action plan to correct such deficiency within a specified timeframe.
- B. The Transportation Provider agrees to respond to recommendations of any on-site visit and understands that failure to respond by the requested date or to implement a corrective action plan may result in future trips not being scheduled until such time as satisfactory responses are in place, fines, or penalties in accordance with the HST Broker's "Provider Accountability Policy", or contract termination, at the Broker's discretion.
- C. **NON-EMERGENCY AMBULANCE TRANSPORTATION.** Upon request, provide the HST Office with DPH inspection documentation.
- D. **NON-EMERGENCY AMBULANCE TRANSPORTATION.** Submit to DPH

inspection, at Transportation Provider's expense, upon request from the HST Office. The inspection is to ascertain if the vehicles and equipment are still in compliance with the requirements in 105 CMR 170.

SECTION 8. REPORTS AND BILLING

Section 8.1 Reports

The Transportation Provider must submit all required documentation, polices and reports specified in these Transportation Provider Performance Standards to the Broker within the specified time frames.

Section 8.2 Billing

- A. The Transportation Provider must bill the Broker on a monthly basis for transportation services provided, in accordance with each Agency/Program's specifications and as required by the Broker. Invoices should be submitted within 30 days of completion of delivery and accompanied by any required supporting documentation, including the verification documentation described in Section 8.2.B below.
- B. The Transportation Provider must ensure that all trips invoiced to the Broker have been verified. Verification systems should include, but not be limited to, the following:
 1. Daily trip sheet identifying each scheduled One-Way Trip with a check box indicating if the Consumer was transported, canceled or was no-show and signed by the driver (and by program staff, if required). Trip sheets must include the driver's name and vehicle license plate number listed, the date, the Consumer's name, pickup location, time of pickup, drop off location, and time of drop off.
 2. Random, on-site inspections at destination facilities by supervisory staff.
 3. Random surveys of destination facilities to confirm transportation.
 4. Random surveys of Consumers to confirm transportation (and pick-up and drop-off times and quality of service).

NOTE: Agency specific requirements may be incorporated by supplemental attachment to this document.

SECTION 9. DATA PRIVACY AND SECURITY

Section 9.1 Definitions

- A. The following capitalized terms, as used in this **Section 9**, shall have the meanings ascribed to them below:

“Activities” shall mean the activities, functions and/or services to be performed or provided by the Transportation Provider for, on behalf of and/or to EOHHS under this Contract.

“Applicable Law” shall mean M.G.L. c. 66A, M.G.L. c. 93H, 801 CMR 3.00, 201 CMR 17, the HIPAA Rules, 42 CFR Part 431, Subpart F, 42 CFR Part 2 and any other applicable federal or state law or regulation pertaining to the use, disclosure, maintenance, privacy or security of PI or Commonwealth Security Information.

“**Breach Notification Rule**” shall mean the Breach Notification Rule at 45 CFR Part 164, Subpart D.

“**Commonwealth Security Information**” shall mean all data that pertains to the security of the Commonwealth’s information technology, specifically, information pertaining to the manner in which the Commonwealth protects its information technology systems against unauthorized access to or modification of information, whether in storage, processing or transit, and against the denial of service to authorized users, or the provision of service to unauthorized users, including those measures necessary to detect, document and counter such threats.

“**Enforcement Rule**” shall mean the HIPAA Enforcement Rule at 45 CFR Part 160, Subparts C, D and E.

“**EOTSS**” shall mean the Massachusetts Executive Office of Technology Services and Security.

“**Event**” shall mean the following, either individually or collectively: 1) any use or disclosure of PI not permitted under these Transportation Provider Performance Standards; 2) any Security Incident; or 3) any other event that would trigger notification obligations under the Breach Notification Rule, M.G.L. c. 93H or other similar Applicable Law requiring notice to consumers and/or oversight agencies in connection with an impermissible use or disclosure or breach of PI.

“**HIPAA Rules**” shall mean the Privacy Rule, the Security Rule, the Breach Notification Rule, and the Enforcement Rule.

“**Individual**” shall mean the person to whom the PI refers and shall include a person or organization who qualifies as a personal representative in accord with 45 CFR § 164.502 (g).

“**Privacy Rule**” shall mean the Standards of Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

“**PI**” shall mean any Protected Health Information, any “personal data” as defined in M.G.L. c. 66A, any “patient identifying information” as used in 42 CFR Part 2, any “personally identifiable information” as used in 45 CFR §155.260 and any other individually identifiable information that is treated as confidential under Applicable Law (including, for example, any state and federal tax return information) that the Transportation Provider uses, maintains, discloses, receives, creates, transmits or otherwise obtains in connection with its performance of the Activities. Information, including aggregate information, is considered PI if it is not fully de-identified in accord with 45 CFR §§164.514(a)-(c).

“**Security Rule**” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

“**Subcontractor**” shall mean any person or entity that (a) performs an activity or provides goods or services that are necessary for the performance of the Activities or (b) performs, undertakes, or assumes an obligation of the Transportation Provider under the Transportation Provider Subcontract, in each case, other than in the capacity of a member of the Transportation Provider’s workforce.

“**System**” shall mean any system, database, application, or other information technology resource.

- B. The following capitalized terms, as used in this **Section 9**, shall have the same meaning as those terms are used in the HIPAA Rules: Business Associate, Covered Entity, Data Aggregation, Minimum Necessary, Notice of Privacy Practices, Protected Health

Information, Required by Law, Secretary and Security Incident. All other terms used but not otherwise defined in this **Section 9** shall be construed in a manner consistent with the HIPAA Rules,

M.G.L. c. 66A and all other Applicable Laws.

Section 9.2 Transportation Provider Obligations

A. Mass. Gen. Laws C. 66A and Other Privacy and Security Obligations

- a. The Transportation Provider must comply with all Applicable Laws that may be in effect upon execution of, or as may be effective during the course of, the Transportation Provider Subcontract, including, but not limited to, the Privacy and Security Rules, 42 CFR 431, Subpart F, 42 CFR Part 2 and M.G.L. c. 66A. Without limiting the generality of the foregoing, the Broker acknowledges and agrees as follows:
- b. Obligations under M.G.L. c. 66A. The Transportation Provider acknowledges that in performing the Activities it will create, receive, use, disclose, maintain, transmit or otherwise obtain “personal data” (as defined in M.G.L. c. 66A) and that, in so doing, it will become a “holder” of such data for purposes of M.G.L. c. 66A. The Transportation Provider agrees that in performing the Activities and otherwise complying with the Transportation Provider Subcontract it shall, in a manner consistent with the Privacy and Security Rules and other Applicable Laws, comply with M.G.L. c. 66A.
- c. Business Associate. In performing the Activities, the Broker acknowledges and agrees that it is acting as the Broker’s Business Associate and agrees to comply with all requirements of the HIPAA Rules applicable to a Business Associate. To the extent that the Transportation Provider is to carry out an obligation of the Broker under the Privacy Rule pursuant to the Transportation Provider Subcontract, the Transportation Provider agrees that it shall comply with the requirements of such Rule that apply to Broker in the performance of such obligation.
- d. 42 CFR Part 2. The Transportation Provider agrees that with respect to drug or alcohol abuse information that the Transportation Provider receives, stores, processes or otherwise deals with under the Transportation Provider Subcontract that was obtained by a federally assisted drug or alcohol abuse program for the purpose of treating drug or alcohol abuse, making a diagnosis for that treatment, or making a referral for that treatment (as such terms are used in 42 CFR Part 2), it is bound by 42 CFR Part 2 and shall not access, use or disclose information except as permitted under 42 CFR Part 2.
- e. Telephone Communications, Video/Audio Recordings, and Other. If the Broker is contacting Individuals via telephone, text message, or other telephonic communication, such communication shall be compliant with all applicable Federal and State telephonic laws, including the Telephonic Consumer Protection Act of 1991 (47 U.S.C. § 227). For video and audio recordings, the Broker shall comply with all Federal and State audio, video, wiretapping, and recording statutes, including M.G.L. c. 272 § 99.

2. The Transportation Provider further agrees that it shall comply (and shall cause its employees and other workforce members to comply) with any other privacy and security obligation that is required as the result of EOHHS (or EOTSS or another third party, on EOHHS' behalf) having entered into an agreement (any such agreement, a "Third Party Agreement") with a third party (such as the Social Security Administration, the Department of Revenue or the Centers for Medicaid and Medicare Services) to obtain or to access PI from a third party (any such PI, "Third Party Data") or to access any System containing Third Party Data or through which Third Party Data could be accessed, including, by way of illustration and not limitation, signing a written compliance acknowledgment or confidentiality agreement, undergoing a background check or completing training. The Parties acknowledge and agree that Third Party Data includes, without limitation, all data that EOHHS receives or obtains from Massachusetts Department of Revenue, the Social Security Administration, the Internal Revenue Service, the Department of Homeland Security or through the Federal Data Services Hub and, notwithstanding anything herein to the contrary, the Transportation Provider may not access any such Third Party Data unless disclosure of such data to the Transportation Provider is permitted under the applicable Third Party Agreement(s), all conditions for disclosure under such Agreement(s) have been satisfied and the Transportation Provider's access to such data is otherwise permitted under the terms of this subsection. Notwithstanding the foregoing, the Transportation Provider shall not be required to comply (or ensure compliance) with a Third-Party Agreement under this paragraph unless it has been provided with a copy of the applicable Third-Party Agreement.

B. Ownership of Data

The Transportation Provider's access to and receipt, creation, use, disclosure, and maintenance of, any PI, and any data derived or extracted from such data, arises from, and is defined by the Transportation Provider's obligations under the Transportation Provider Subcontract, and the Transportation Provider does not possess any independent rights of ownership to such data.

C. Employees, Agents, and Subcontractors

1. The Transportation Provider may hire Subcontractors in performing the requirements of the Transportation Provider Subcontract. The Transportation Provider shall enter into written agreements with each Subcontractor and shall maintain such written agreements.
2. All such subcontracts must contain all relevant provisions of the Transportation Provider Subcontract and the Contract (including the Commonwealth Terms and Conditions) related to privacy and security, and otherwise must be consistent with all such terms and conditions. Without limiting the generality of the foregoing, the Transportation Provider shall ensure that any such agreement satisfies all requirements under the Privacy and Security Rules for a contract or other arrangement with a Business Associate.
3. The Transportation Provider shall ensure that any Subcontractor that needs access to Third Party Data or a System containing such Data or through which it may be accessed to comply (and to cause its employees and other workforce members to comply) with any privacy and/or security obligation that may be required under a Third Party Agreement including, by way of illustration and not limitation, signing any written compliance acknowledgment or confidentiality agreement, undergoing a background

check or completing training. The Transportation Provider shall ensure that any such Subcontractor has satisfied all such obligations prior to being granted access to the Third-Party Data or System. The Transportation Provider shall work with EOHHS to ensure that all such obligations are satisfied. Notwithstanding the foregoing, the Transportation Provider shall not be required to cause a subcontractor to comply with a Third-Party Agreement under this paragraph unless the Transportation Provider has been provided with a copy of the applicable Third-Party Agreement in accordance with this subsection.

4. The Transportation Provider is fully responsible for any Subcontractor's performance and for meeting all terms and requirements of the Transportation Provider Subcontract. The Transportation Provider will not be relieved of any legal obligation under the Transportation Provider Subcontract, regardless of whether the Transportation Provider subcontracts for performance of any Transportation Provider Subcontract responsibility or whether PI or other information was in the hands of a Subcontractor.
5. The Transportation Providers must include, as an additional safeguard to protect consumer personal information, the following statement on all driver logs and manifests: "The information contained in this document is private, confidential, and subject to state and federal privacy and security laws including, the Health Insurance Portability and Accountability Act (HIPAA), Massachusetts Fair Information Practices Act (FIPA), and other privacy and security regulations. This information should only be used to perform the services prescribed and cannot be shared with anyone, except as specifically directed by your supervisor. Driver logs and manifests should never be left unattended, even in a locked vehicle. Consumer information should not be downloaded onto unsecured laptops, USB drives or mobile devices. All driver logs and manifests must be turned into your employer upon completion of the prescribed services. Transportation providers that violate federal or state privacy or security requirements may be subject to actual and exemplary damages, civil money penalties, or criminal prosecution."

D. Data Security

1. Administrative, Physical and Technical Safeguards
 - a. Administrative, Physical and Technical Safeguards. The Transportation Provider shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of PI and that prevent use or disclosure of such data other than as provided for by these Transportation Provider Performance Standards. All such safeguards must meet, at a minimum, all standards set forth in the Privacy and Security Rules, as applicable to a Business Associate, the standards set forth in National Institute of Standards and Technology standard: NIST 800-53 rev4, Moderate overlay, and all applicable EOHHS, EOTSS and other Commonwealth security and information technology resource policies, processes and mechanisms regarding access to PI or to Systems containing PI or through which PI may be accessed.
 - b. If the Transportation Provider must access any EOHHS System to perform the Activities, the Transportation Provider shall comply with all applicable EOHHS, EOTSS and other Commonwealth security and information technology resource policies, processes, and mechanisms regarding access to PI, and any specific security mechanisms and processes adopted by EOHHS for access to the System.

The Transportation Provider shall protect from inappropriate use or disclosure any password, user ID or other mechanism or code permitting access to any EOHHS System or third-party System containing PI or through which PI may be accessed. The Transportation Provider shall give EOHHS prior notice of any change in personnel whenever the change requires a termination or modification of any such password, user ID or other security mechanism or code, to maintain the integrity of the System.

- c. Upon reasonable notice, the Transportation Provider agrees to allow representatives of EOHHS access to premises where PI is stored for the purpose of inspecting privacy and physical security arrangements implemented by the Transportation Provider to protect such data.
- d. Commonwealth Security Information. If the Transportation Provider obtains access to any Commonwealth Security Information in connection the Transportation Provider Subcontract, the Transportation Provider may only use such information for the purposes for which it obtained access. In using the information for such permitted purposes, the Transportation Provider shall limit access to the information only to its employees and other workforce members as necessary to perform the permitted purposes. The Transportation Provider shall not release or disclose such information except in accord with EOHHS's express written instructions unless such disclosure is Required by Law and then only in accordance with these Transportation Provider Performance Standards. While in possession of such information, the Transportation Provider shall apply all applicable privacy and security requirements set forth in these Transportation Provider Performance Standards to maintain the confidentiality, security, integrity, and availability of such information. Notwithstanding any other provision in in these Transportation Provider Performance Standards, the Transportation Provider shall report any non-permitted use or disclosure of Commonwealth Security Information to EOHHS within twenty-four (24) hours following the date upon which the Transportation Provider becomes aware of the use or disclosure (or such earlier time as may be required under a Third-Party Agreement). The Transportation Provider shall immediately take all reasonable actions to retrieve such information if disclosed to any non-permitted person or entity; shall include a summary of such retrieval actions in its required report of the non-permitted disclosure; and shall take such further retrieval action as EOHHS may reasonably require. Notwithstanding any other provision in the Transportation Provider Subcontract regarding termination, the Transportation Provider may not retain any Commonwealth Security Information upon termination of the Transportation Provider Subcontract unless such information is expressly identified in any retention permission granted in accord. If retention is expressly permitted, all data protections stated herein survive termination of the Transportation Provider Subcontract and shall apply for as long as the Transportation Provider retains the information.

2. Non-Permitted Use or Disclosure Report and Mitigation Activities

- a. Mitigation and Other Activities. Immediately upon becoming aware of an Event, the Transportation Provider shall take all reasonable and appropriate action necessary to: a) retrieve, to the extent practicable, any PI involved in the Event; b) mitigate, to the extent practicable, any harmful effect of the Event known to the Transportation

Provider; and c) take such other action(s) as may be required in connection with the Event to comply with any Applicable Law.

- b. Upon request, the Transportation Provider shall take such further actions as EOHHS, may reasonably request to, or shall take such additional action to assist EOHHS further mitigate, to the extent practicable, any harmful effect of the Event. Any actions to mitigate harmful effects of such Event undertaken by the Transportation Provider on its own initiative or pursuant to EOHHS' request shall not relieve the Transportation Provider of its obligations to report such Event or otherwise comply with **Section 9**, any other provisions of the Transportation Provider Subcontract or Applicable Law.
- c. Notification and Reporting Activities. As soon as possible, but in any event no later than two (2) business days following the date upon which the Transportation Provider becomes aware of the Event, the Transportation Provider shall verbally report the Event to EOHHS with as much of the details listed below as possible, and shall follow such verbal report within five (5) business days with a written report outlining the Event with the following information:
 - 1) The date of the Event if known or, if the date is unknown, the estimated date.
 - 2) The date of the discovery of the Event.
 - 3) The nature of the Event, including as much specific detail as possible (e.g., cause, contributing factors, chronology of events);
 - 4) The nature of the PI involved in the Event (e.g., the types of identifiers and other information involved), together with samples of any forms or documents that were involved in the Event to illustrate the type of PI involved (with personal identifiers removed or redacted).
 - 5) The exact number of individuals whose PI was involved in the Event if known or, if unknown, a reasonable estimate based on known facts (categorized according to the type of PI involved, if different types of PI was involved for different individuals), together with a description of how the exact or estimated number of individuals was determined.
 - 6) A summary of the nature and scope of the Transportation Provider's investigation into the Event.
 - 7) The harmful effects of the Event known to the Transportation Provider, all actions the Transportation Provider has taken or plans to take to mitigate such effects, and the results of all mitigation actions already taken.
 - 8) A summary of steps taken in connection with and to prevent such Event in the future, including copies of revised policies and procedures, changes in business processes and staff training; and
 - 9) Any additional information and/or documentation that the Transportation Provider is required to provide to EOHHS under 45 CFR §164.410, M.G.L. c. 93H, §3(a) or other similar Applicable Law.

To the extent that any such information is not available at the time of the report, the Transportation Provider shall provide such information to EOHHS as such information becomes available in one or more subsequent written reports. The Transportation Provider shall provide EOHHS with such additional information regarding the Event as EOHHS may reasonably request, which additional information may include a written risk analysis rebutting any presumption that the Event constituted a breach for purposes of the Breach Notification Rule. The Transportation Provider acknowledges and agrees that it may be subject to reporting obligations under one or more Third Party Agreements in addition to, and/or that differ from, its obligations under this section.

- d. Obligations under Consumer Notification Laws. If EOHHS determines, in its sole discretion, that it is required to provide notifications to consumers or state or federal agencies under the Breach Notification Rule, M.G.L. c. 93H or other Applicable Law as a result of the Event, the Transportation Provider shall, at EOHHS' request, assist EOHHS in drafting such notices for EOHHS' review and approval, and shall take such other action(s) as EOHHS may reasonably request in connection with EOHHS' compliance with the Breach Notification Rule, M.G.L. c. 93H or other Applicable Law, but in no event shall the Transportation Provider have the authority to give any such notifications on EOHHS' behalf unless EOHHS authorizes and directs the Transportation Provider to do so in writing.
- e. The Transportation Provider shall reimburse EOHHS for reasonable costs incurred by EOHHS associated with any such notifications to the extent that such costs are due to: (a) the Transportation Provider's failure to meet its responsibilities under, or in violation of, any provision of the Transportation Provider Subcontract (b) the Transportation Provider's violation of Applicable Law; (c) the Transportation Provider's negligence; (d) the Transportation Provider's failure to protect data under its control with encryption or other security measures that constitute an explicit safe-harbor or exception to any requirement to give notice under Applicable Law; or (e) any activity or omission of the Transportation Provider resulting in or contributing to an Event triggering such notification requirement under Applicable Law.

Section 9.3 Business Associate Related Provisions

A. Transportation Provider Obligations

1. Response to Legal Process. The Transportation Provider shall report to EOHHS, both verbally and in writing, any instance where PI or any other data obtained in connection with the Transportation Provider Subcontract is subpoenaed or becomes the subject of a court or administrative order or other legal process. The Transportation Provider shall provide such report to EOHHS as soon as feasible upon receiving or otherwise becoming aware of the legal process; provided, that the Transportation Provider shall provide such report no later than five business days prior to the applicable response date. In response to such legal process, and in accordance with instructions from EOHHS, the Transportation Provider shall take all reasonable steps, including objecting to the request when appropriate, to comply with M.G.L. c. 66A § 2(k), 42 CFR § 431.306(f), 42 CFR Part 2 and any other Applicable Law. If EOHHS determines that it shall respond directly, the Transportation Provider shall cooperate and assist EOHHS in

its response.

2. Individual's Privacy Rule Rights. With respect to any relevant PI in the Transportation Provider's possession, the Transportation Provider shall take such action as may be requested by EOHHS to meet EOHHS' obligations under 45 CFR §§ 164.524, 164.526 or 164.528 or other Applicable Law pertaining to an Individual's right to access, amend or obtain an accounting of uses and/or disclosures of its PI, in sufficient time and manner for EOHHS to meet its obligations under such Privacy Rule provisions or other Applicable Law. If an Individual contacts the Transportation Provider with respect to exercising any rights the Individual may have under 45 CFR §§ 164.524, 164.526 or 164.528 or similar Applicable Law with respect to PI in the Transportation Provider's possession, the Transportation Provider shall notify EOHHS' Privacy Officer within two business days of the Individual's request and cooperate with EOHHS to meet any of its obligations with respect to such request.
3. With respect to an Individual's right to an accounting under 45 CFR § 164.528, the Transportation Provider shall document all disclosures of PI and other data access activities as would be necessary for EOHHS to respond to a request by an Individual for an accounting in accord with 45 CFR § 164.528. The Transportation Provider shall also document uses and disclosures of PI and other data access activities to the extent required under M.G.L. c. 66A, § 2(f).
4. Record Access. The Transportation Provider shall make its internal practices, books and records, including policies and procedures, relating to the protection, security, use and disclosure of PI and Commonwealth Security Information obtained under the Transportation Provider Subcontract, and the security and integrity of Systems containing PI or Commonwealth Security Information or through which it may be accessed, available to EOHHS and the Secretary, in a time and manner designated by the requesting party, for purposes of enabling EOHHS to determine compliance with the Transportation Provider Subcontract or for purposes of enabling the Secretary to determine compliance with the HIPAA Rules.
5. Electronic and Paper Databases Updates. Within thirty days of the effective date of the Transportation Provider Subcontract, the Transportation Provider shall provide EOHHS an accurate list of electronic and paper databases and other Systems containing PI, together with a brief description of the various uses of the databases and Systems. The Transportation Provider shall update such lists as necessary in accord with the addition or termination of such databases and Systems.
6. CORI Regulations. The Transportation Provider shall, pursuant to and in accordance with 101 CMR 15.03(1)(B), require and consider the criminal history information pertaining to all employees of the Transportation Provider who will be given access or potential access to PI, and all applicants for employment with the Transportation Provider where the position applied for entails access or potential access to PI. The Transportation Provider shall otherwise comply with all applicable terms of 101 CMR 15.00 in connection with the review and consideration of employee and applicant criminal records.
7. Compliance Officer. The Transportation Provider designates _____ as its Compliance Officer, who shall be responsible for compliance with the Transportation Provider Subcontract. Such designations may be changed during the period of the Transportation Provider Subcontract only by written notice.

B. Broker Obligations

The Broker shall notify the Transportation Provider in writing of any of the following:

1. **Changes in Notice of Privacy Practices.** The Broker shall notify the Transportation Provider in writing of any change in EOHHS' Notice of Privacy Practices to the extent that such change may affect the Transportation Provider's use or disclosure of PI under the Transportation Provider Subcontract and shall provide the Transportation Provider with a new copy of its Notice of Privacy Practices reflecting such change.
2. **Notification of Changes in Authorizations to Use or Disclose PI.** The Broker shall notify Transportation Provider in writing of any change in, or revocation of, permission by an Individual to use or disclose PI that is known to EOHHS, to the extent that such change may affect the Transportation Provider's use or disclosure of PI under the Transportation Provider Subcontract.
3. **Notification of Restrictions.** The Broker shall notify the Transportation Provider in writing of any restriction to the use or disclosure of PI that EOHHS has agreed to in accord with 45 CFR §164.522, to the extent that such restriction may affect the Broker's use or disclosure of PI under the Transportation Provider Subcontract.
4. **Requests to Use or Disclose PI.** The Broker shall not request that the Transportation Provider use or disclose PI in a manner that the Broker knows would violate the Privacy Rule if done by the Broker.

Section 9.4 Permitted Uses and Disclosures of PI by Transportation Provider

Except as otherwise limited in the Transportation Provider Performance Standards, including in this section, the Transportation Provider may use or disclose PI only as follows:

- A. **Activities.** The Transportation Provider may use or disclose PI to perform the Activities or as otherwise required by, and in accordance with, the provisions of these Transportation Provider Performance Standards, provided, that such use or disclosure would not: (a) violate the Privacy Rule or other Applicable Law if done by EOHHS; (b) violate the EOHHS' Minimum Necessary policies and procedures that are known to the Transportation Provider or that EOHHS advises the Transportation Provider of; or (c) conflict with statements in EOHHS' Notice of Privacy Practices. When using or disclosing PI or when requesting PI from EOHHS or another party in performing the Activities, the Transportation Provider represents that it shall make reasonable efforts to limit the amount of PI used, disclosed, or requested to the minimum necessary to accomplish or perform the particular Activity for which the PI is being used, disclosed, or requested.
- B. **Required by Law.** The Transportation Provider may use or disclose PI as Required by Law, consistent with the restrictions of 42 CFR Part 431, Subpart F, 42 CFR Part 2, M.G.L. c. 66A, any other Applicable Law or any applicable Third Party Agreement; provided, that, the Transportation Provider is not required to comply with the restrictions of a Third Party Agreement unless it has been provided a copy of such Agreement in accordance with this section.
- C. **Restriction on Contacting Individual.** The Transportation Provider shall not use PI to contact or to attempt to contact an Individual unless such contact is made in accordance with EOHHS' written instructions.

- D. **Publication Restriction.** The Transportation Provider shall not use PI for any publication, statistical tabulation, research, report, or similar purpose, regardless of whether or not the PI can be linked to a specific individual or has otherwise been de-identified in accord with the standards set forth in 45 CFR §164.514, unless the Transportation Provider has obtained EOHHS' prior written consent. In no event shall any resulting publication, report or other material contain PI unless the publication, report or other material is made available only to EOHHS or the Transportation Provider has obtained the specific written approval of EOHHS' Privacy Officer.

Section 9.5 Termination

A. Termination for Violation

Notwithstanding any other provision in the Transportation Provider Subcontract, Broker may terminate such Subcontract, immediately upon written notice, if the Broker determines, in its sole discretion, that the Transportation Provider has violated any material term in this **Section 9** or any material term of the Transportation Provider Subcontract pertaining to the security or privacy of PI.

B. Cure

Prior to terminating the Transportation Provider Subcontract as permitted above, the Broker, in its sole discretion, may provide an opportunity for the Transportation Provider to end the violation and cure any related breach. If such an opportunity is provided, but cure is not feasible, or the Transportation Provider fails to end the violation and cure the breach within a time period set by the Broker, the Broker may terminate the Transportation Provider Subcontract immediately upon written notice.

C. HHS Report

In the event that termination of the Transportation Provider Subcontract for a violation of a material term is not feasible, or if cure is not feasible, the Broker or EOHHS may report such violation to the Secretary, if such violation and termination pertains to work performed for an EOHHS-CE (as defined in 45 CFR 160.103) under the Transportation Provider Subcontract.

Section 9.6 Effect of Termination

A. Return or Destroy Data

Except as provided immediately below, upon termination of the Transportation Provider Subcontract for any reason whatsoever, the Transportation Provider shall, at the Broker's option, either return or destroy all PI in any form in its possession, and the Transportation Provider shall not retain any copies of such data in any form. In no event shall the Transportation Provider destroy any PI without first obtaining the Broker's approval. In the event destruction is permitted, the Transportation Provider shall destroy PI in accord with standards set forth in NIST Special Publication 800-88 Guidelines for Media Sanitization, all applicable state retention laws, all applicable state and federal security and privacy laws and regulations (including the Privacy and Security rules), and all state data security policies including policies issued by EOHHS and the Information Technology Division. All paper copies of PI must be shredded or otherwise destroyed to a degree that will render the copies unreadable, un-usable and indecipherable without the possibility of reconstruction. Within five (5) days of any

permitted destruction, the Transportation Provider shall provide the Broker with a written certification that destruction has been completed in accord with the required standards and that the Transportation Provider and its Subcontractors no longer retain such data or copies of such data. This provision shall also apply to all PI in the possession of the Transportation Provider's Subcontractors, and the Transportation Provider shall ensure that all such data in the possession of its Subcontractors has been returned or destroyed and that no Subcontractor retains any copies of such data in any form, in accord with the Broker's instructions.

B. Transfer Data

Notwithstanding **subsection A** immediately above, Transportation Provider shall, at the Broker's option upon termination of the Transportation Provider Subcontract for any reason whatsoever, transfer all PI in any form in its possession, or some portion thereof, to a third party identified by the Broker. Such transfer shall proceed in accord with all applicable security standards for transfer of PI set forth in this **Section 9** and any other transfer directions provided by the Broker at the time. Within five (5) days of any requested transfer, the Transportation Provider shall provide the Broker with a written certification that the transfer was successfully completed. To the extent that the requested transfer involves only a portion of PI in the Transportation Provider's possession, the Transportation Provider shall, at the Broker's direction, follow **subsection A** immediately above or **subsection C** immediately below with respect to the remaining data. This provision shall also apply to all PI in the possession of the Transportation Provider's Subcontractors, and the Transportation Provider shall ensure that all such data in the possession of its Subcontractors is transferred, and that no Subcontractor retains any copies of such data in any form, in accord with the Broker's instructions.

C. Retain Data

1. If the Transportation Provider determines that returning or destroying PI when required under the Transportation Provider Subcontract is not feasible, the Transportation Provider shall provide the Broker with written notification of the conditions that make return or destruction not feasible. If based on the Transportation Provider's representations, the Broker concurs that return or destruction is not feasible, the Transportation Provider shall extend all protections set forth in this **Section 9** to all such PI and shall limit further uses and disclosures of such data to those purposes that make the return or destruction of such data not feasible, for as long as the Transportation Provider maintains the data.
2. Notwithstanding **subsections A and B** above, the Transportation Provider shall, at the Broker's option upon termination of the Transportation Provider Subcontract for any reason whatsoever, retain all PI in its possession, or some portion thereof, upon termination, solely for storage purposes without any authority to use or disclose such PI. In such event, the Transportation Provider shall extend all applicable data protections in this **Section 9** and shall not use or disclose such PI for any purpose. Upon termination of such retention period, the Transportation Provider shall, at the Broker's direction, return or destroy such PI in accord with **subsection A** above, or transfer such data to a third party in accord with **subsection B** above. This provision shall also apply to all PI in the possession of the Transportation Provider's Subcontractors, and Transportation Provider shall ensure that all such data in the possession of its Subcontractors is retained, transferred, returned or destroyed in accord with the Broker's direction and **subsections A, B and C**, as applicable in accord with Broker's instructions, and that no Subcontractor retains any copies of such data in any form, in accord with Broker's

instructions.

SECTION 10. ADDITIONAL TERMS AND CONDITIONS

Section 10.1 Survival

Notwithstanding any other provision concerning the term of the Transportation Provider Subcontract, all protections and other obligations of the Transportation Provider pertaining to PI and/or Commonwealth Security Information set forth herein shall survive the termination of the Transportation Provider Subcontract and shall continue to apply until such time as all such information is returned or destroyed in accordance with this subsection or, if later, until any outstanding obligation of the Transportation Provider with respect to such information has been satisfied.

Section 10.2 Interpretation.

- A. Any ambiguity in these Transportation Provider Performance Standards shall be resolved to permit EOHHS to comply with the HIPAA Rules, 42 CFR Part 431, Subpart F, M.G.L. c. 66A and any other applicable state or federal law or regulation.
- B. For purposes of these Transportation Provider Performance Standards, (a) the words “include,” “includes” and “including” shall be deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; and (c) the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to these Transportation Provider Performance Standards as a whole. The definitions given for any defined terms in these Transportation Provider Performance Standards shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms.
- C. Unless the context otherwise requires, references herein to: (x) Sections, Attachments and Appendices mean the Sections of, and Attachments and Appendices attached to, these Transportation Provider Performance Standards; (y) an agreement, instrument or other document means such agreement, instrument or other document as amended, amended and restated, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (z) a statute or regulation, including an Applicable Law, refers to that law or regulation as in effect or as amended from time to time and includes any successor legislation or regulation.
- D. The Attachments and Appendices referred to herein shall be construed with, and as an integral part of, these Transportation Provider Performance Standards to the same extent as if they were set forth verbatim herein.

ATTACHMENT G (continued)

TRANSPORTATION PROVIDER PERFORMANCE STANDARDS

SIGNATURE PAGE

I acknowledge that I have read, reviewed and understand all the provisions contained in the “Transportation Provider Performance Standards”

I acknowledge that I have received the aforementioned documents and understand that they are incorporated as part of my contract with MART for the provision of transportation services.

I hereby certify to abide by all the conditions, requirements and responsibilities contained in the aforementioned documents.

Signed under the pains and penalties of perjury on this date: _____

Signature of Chief Executive Officer/Owner or Designated Representative

Printed Name of Chief Executive Officer/Owner or Designated Representative

Printed Title

Please indicate below your company’s designated Privacy and Security Officer(s), who will be responsible for compliance with VIII Data Privacy and Security.

Printed Name of Acting Data Privacy and Security Officer #1 (**Required*) _____
Title

Printed Name of Acting Data Privacy and Security Officer #2 _____
Title

Printed Name of Designated Compliance Officer (**Required*) _____
Title

ATTACHMENT G1
TRANSPORTATION PROVIDER PERFORMANCE STANDARDS:
ENHANCED WHEELCHAIR VAN
Revised July 1, 2022

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SECTION 1. INTRODUCTION

The Commonwealth of Massachusetts has established a statewide Human Service Transportation (HST) coordination initiative, which utilizes a Broker system of managing transportation services for eligible Consumers from various programs and state agencies (HST Brokerage System). Brokers arrange transportation by subcontracting with qualified Transportation Providers. By participating in the HST Brokerage System, the Transportation Provider is under contractual agreement to provide safe, professional and on-time transportation service, which is provided with dignity and respect and in the least intrusive way possible for eligible HST Consumers. It is the Transportation Provider's responsibility to be aware of, and to comply with all terms, conditions and requirements of its contractual agreements with the HST Broker. The contractual agreement between the HST Broker and the Transportation Provider is referred to herein as the "**Transportation Provider Subcontract.**"

This "Transportation Provider Performance Standards" document specifies the Commonwealth of Massachusetts' minimum performance standards and requirements for all transportation services delivered under a Transportation Provider Subcontract with an HST Broker (and identified as "Universal"), unless specifically limited and so identified herein. Standards that are limited in scope to either a specific agency or category ("Program-Based" or "Demand-Response" transportation) are labeled accordingly. Both the Universal Standards and those limited in scope to a specific Agency or category are subject to periodic revision, as needed, to further enhance the HST Transportation Program and/or to comply with federal, state or local regulations or standards.

Participating Massachusetts Agencies may also establish additional Transportation Provider performance standards that are unique to each Agency due to the specific Consumers served and/or program requirements.

SECTION 2. GENERAL

Section 2.1 Definitions

Critical Incident: Any Incident that involves an emergency or urgent event, including vehicle crash, Consumer medical emergency, suspected Consumer abuse, Consumer behavior, fall and/or injury, possible abandoned child or Consumer unaccounted for, EMT or police involvement or any loss of mobile device containing protected Consumer information.

Incident: Any occurrence that impacts the provision of normal transportation services and thereby interferes with the strict performance of the Transportation Provider Subcontract. Examples include, but are not limited to vehicle accident, Consumer fall and/or injury, disruptive Consumer behavior, health, hygiene or medical event for person on board, seat belt or wheelchair securement issue, late pickup or vehicle no-show.

Wheelchair Van Transportation: Transportation provided by a motor vehicle that is specifically equipped to carry one or more persons who use a wheelchair or other mobility devices and that meets the vehicle specifications in **Section 4**.

Section 2.2 General Business Standards

- H. The Transportation Provider shall, unless otherwise exempted by law, indemnify and hold harmless the Commonwealth of Massachusetts, including, without limitation, EOHHS, the HST Office, any Agency, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the Commonwealth may sustain, which arise out of or in connection with the Transportation Provider's performance under the Transportation Provider Subcontract, including but not limited to the negligence, reckless or intentional conduct of the Transportation Provider, its agents, officers, employees or subcontractors. This provision shall survive the termination of the Transportation Provider Subcontract.
- I. The Transportation Provider shall at no time be considered an agent or representative of a state Agency or the Commonwealth, and it shall not hold itself out as such.
- J. The Transportation Provider shall not have any claim against or seek payment from the Commonwealth of Massachusetts, including, without limitation, EOHHS, the HST Office, any Agency, its agents, officers and employees, for any service rendered pursuant to the Transportation Provider Subcontract with Broker, or the Broker Contract between the Broker and EOHHS. Instead, the Transportation Provider shall look solely to the Broker for payment with respect to services rendered. Furthermore, the Transportation Provider shall not maintain any action at law or in equity against the Commonwealth of Massachusetts, including, without limitation, EOHHS, the HST Office, any Agency, its agents, officers and employees, to collect any sums that are owed by the Broker under the Transportation Provider Subcontract for any reason, even in the event that the Broker fails to pay for or becomes insolvent or otherwise breaches the terms and conditions of that agreement. This provision shall survive the termination of the Transportation Provider Subcontract with the Broker.
- K. The Transportation Provider is a subcontractor to the Broker and is subject to the provisions of the Commonwealth Terms and Conditions and Standard Contract terms. In addition to any termination provisions established by the Broker under its Transportation Provider Subcontract with the Transportation Provider, the HST Office retains the right to require the Broker to terminate the Transportation Provider Subcontract for cause if the Transportation Provider breaches any material term or condition or fails to satisfactorily meet the general performance standards specified in this Attachment. Transportation Provider subcontracts are not transferable unless prior approval of the HST Office is granted.
- L. The Transportation Provider must obtain and maintain in current status any and all business licenses, permits, certificates and registrations required by Federal, State, or local laws, rules and regulations and must provide copies to the Broker upon request.
- M. Disclosures on Ownership and Control; Business Transactions; Criminal Convictions
 - 1. The Transportation Provider must:
 - a. Make disclosures to the Broker required of a provider under 42 CFR 455.104 on ownership and control at any of the following times, or upon Broker or EOHHS request: (i) upon submission of an application to become a Transportation Provider;

- (ii) upon executing a Transportation Provider Subcontract with the Broker to be a Transportation Provider; (iii) upon request during requalification; and (iv) within 35 days after any change in ownership of the Transportation Provider.
- b. Furnish full and complete information to the Secretary of the United States Department of Health and Human Services, the Broker or EOHHS, as applicable, required of a provider under 42 CFR 455.105 related to business transactions within 35 days of the date on a request for such information by the Secretary of the United States Department of Health and Human Services, the Broker or EOHHS.
 - c. Make disclosures to the Broker required of a provider under 42 CFR 455.106 on persons convicted of crimes before entering into or renewing a Transportation Provider Subcontract with the Broker to be a Transportation Provider, or at any time upon written request; and
 - d. Make disclosures to the Broker required of a provider under 42 CFR 1002.3(a) on relationships to excluded, penalized, or convicted persons upon entering into or renewing a Transportation Provider Subcontract with the Broker to be a Transportation Provider, or at any time upon written request.
2. Unless otherwise instructed, for purposes of making the disclosures set forth in **Section 2.2.F.1**, above, the Transportation Provider shall use the form required by the Broker for such purpose. The Transportation Provider or applicant must fully and accurately complete the form (or such portions as directed) and sign, date and return it to the Broker within the required time period. Notwithstanding anything to the contrary on the form, the Transportation Provider must return the completed form to the Broker, and completion of such form (or portions thereof as directed) shall be required, at the times set forth in **Section 2.2.F.1**, above.
3. The Broker reserves the right to terminate the Broker's Transportation Provider Subcontract with the Transportation Provider, require the removal of Transportation Provider personnel, or take other action if the Transportation Provider fails to timely provide such information or due to the information contained in the Transportation Provider's disclosures.
- N. The Transportation Provider may not offer or make any payment or other form of remuneration, including any kickback, rebate, cash, gifts, or service in kind to the broker in order to influence referrals or subcontracting for non-emergency medical transportation provided to a Member.

SECTION 3. TRANSPORTATION OPERATIONS

Section 3.1 Administration

The Transportation Provider shall:

- A. Ensure that vehicles used for HST Transportation are owned, leased, or otherwise controlled by the Transportation Provider by means of a written agreement.
- B. Ensure that all vehicles (both primary and backup) used for HST Transportation meet the specifications as described herein in Section 4 and have a sufficient number available to transport Consumers during the time established by the Broker or when an emergency arises. The Provider shall furnish to the Broker a list of all vehicles that will be used under the provisions of the Transportation Provider Subcontract and update that list whenever any changes are made. This list shall include the make, model year, vehicle identification number (VIN), license number and vehicle type for each vehicle to be used to transport HST Consumers.
- C. Remove from service any vehicle that is unsatisfactory or questionable for safety or roadworthiness (e.g., two-way radio inoperative, inspection shows problems, check engine dashboard indicator light on, due for maintenance, wheel, and tire condition (*according to the standards in 540 CMR*), etc., and comply with any instruction from the Broker to immediately remove a vehicle from service when deemed unsafe or unsuitable by the Broker
- D. Ensure that all personnel meet the applicable qualification requirements. The Transportation Provider shall designate at least one employee to obtain CORI (Criminal Offender Record Information) certification, who is responsible for requesting CORIs and ensuring employment decisions are consistent with EOHHS CORI requirements specified in 101 CMR 15.00. The Provider must have a CORI policy that meets the Department of Criminal Justice Information Services' (DCJIS) requirements. The Provider's CORI procedures are subject to audit. The Provider must furnish to the Broker a list of all drivers, supervisors, dispatchers and other employees who provide any services associated with the provisions of the Transportation Provider Subcontract with the Broker, and update that list whenever any changes are made.
- E. Upon request, provide the Broker, HST Office or Agency with the credentials of any Transportation Provider employee. The Broker or Agency has the right to deny the approval of any driver, or to require the Provider to replace any driver in the performance of HST services, for any reason.
- F. Be responsible for all recruiting and hiring of backup drivers. Such responsibility shall not be delegated to the drivers. The Transportation Provider shall ensure that all back up, replacement, and substitute personnel (drivers, dispatchers, supervisors, etc.) meet all of the requirements as set forth

in this document and in any attachments. The Transportation Provider shall ensure that transport personnel are licensed, qualified, competent and courteous.

- G. Ensure that a training officer or other supervisor attends Broker sponsored training sessions and provides such training to drivers.
- H. Submit to the Broker for approval any policies relating to personnel, procedures or equipment that will be used in the provision of services under the Transportation Provider Subcontract with the Broker.
- I. Demonstrate continual compliance with HST Office, EOHHS, Agency-specific and Broker standards for transportation service, trip verification, personnel qualifications and performance, field inspections and audit, reporting, record keeping, billing and complaint response.
- J. The Transportation Provider is responsible for requesting a Sex Offender Registration Information (SORI) check and ensuring employment decisions are consistent with EOHHS SORI requirements specified in 606 CMR 14.00. If the results of the SORI check indicate a positive result for any driver or monitor, they will be prohibited from providing transportation to HST Consumers. The Transportation Provider must have a SORI policy that meets the Department of Criminal Justice Information Services' (DCJIS) requirements. The Transportation Provider's SORI procedures are subject to audit. The Transportation Provider must furnish to the Broker a list of all drivers, Monitors (where applicable), supervisors, dispatchers and other employees who provide any services associated with the provisions of the Transportation Provider Subcontract with the Broker, and update that list whenever any changes are made.

Section 3.2 Transportation Service Standards

The Transportation Provider shall:

- A. Provide Enhanced Wheelchair service, unless another level is authorized by the Agency, in a professional, safe, and courteous manner. The driver shall assist Consumers with entry or exit of vehicle.
- B. Ensure that Consumers are not transported to any destination, for any scheduled session, or released to any person without prior authorization from the Broker
- C. Ensure that upon arrival, the driver must confirm their presence is acknowledged:
 - 1. For Consumers being picked up from a residence, the driver may ring the doorbell, knock on the door, briefly sound the horn, or attempt to contact the consumer by phone. If the consumer is then not present for pick up, the driver shall notify the Provider's dispatcher and await instructions from the dispatcher before departing from the pick-up location. The driver must not arrive more than 15 minutes before the scheduled pick-up time. Unless otherwise directed by the dispatcher, the driver shall wait until at least ten (10) minutes after the scheduled pick-up time before departing without the Consumer and must make all reasonable attempts to establish contact and assistance before leaving without the Consumer.
 - 2. For Consumers being picked up from a facility, the driver may contact the facility by phone or entering the facility. If the Consumer is not ready to be transported, the facility and provider

can determine whether to wait or reschedule the trip. If the trip is to be rescheduled, the facility will contact the broker to reschedule transportation

3. For return trips from facilities, the driver may contact the facility by phone or entering the facility. If the Consumer is not ready to be transported, the facility and provider can determine whether waiting for the Consumer to complete treatment or rescheduling the return trip would be more efficient.
- D. A Consumer may be transported without prior authorization from the Broker in certain cases. For trips organized for certain categories of MassHealth members as outlined in 130 CMR 407, the Broker shall be required to implement the request in a shorter time period without prior approval from the Transportation Authorization Unit. Member categories include members in LTC institutions, members in the community that require door through door assistance, hospitalization discharges, members that require non-emergency Ambulance service, or other categories outlined in 130 CMR 407. An Authorized Provider may coordinate services directly with a transportation provider, provided that a valid Transportation Request form has been submitted and is pending authorization. Or, an Authorized Provider may request that the Broker schedule transportation services for the consumer.
 - E. Ensure that a Consumer is never stranded. A Consumer is stranded if he or she has been transported to their scheduled service and is left without a return trip (unless alternate arrangements have been timely made and communicated among the Consumer, Destination Facility, parent/guardian and/or residential facility staff, as applicable). If the Provider is assigned a trip by the Broker and accepts it, then the Provider is obligated to complete the assignment, unless properly cancelled prior to initiation due to inclement weather.
 - F. Allow only persons authorized by the Broker to be transported in vehicles with Agency Consumers. The following may not be transported: children of employees or other children in their care and pets other than Consumers' service animals (e.g., guide dogs). Drivers must be aware of and comply with the Americans with Disabilities Act (ADA), and all other applicable federal and state laws and regulations pertaining to the requirement to transport and accommodate service animals.
 - G. Ensure the number of persons in the vehicle, including the driver, shall not exceed the vehicle manufacturer's approved seating capacity.
 - H. Report Consumer no-shows to the Broker and the Facility staff, where applicable, when the Consumer doesn't call the Transportation Provider or Broker to cancel a trip at least one (1) hour before the scheduled pick-up time. The Broker or Agency may conduct a service review for any Consumer with repeated no-shows. The Transportation Provider cannot initiate or demand a suspension of services to a Consumer.
 - I. Ensure that services are not suspended for any Consumer without prior authorization from the Broker.
 - J. Place in service all back up vehicles within thirty (30) minutes of such a request. If the Transportation Provider fails to comply with this provision, alternate quality service shall be authorized by the Broker at the Transportation Provider's expense.
 - K. Exercise due diligence in actively verifying the identity of every Consumer transported prior to the Consumer boarding the vehicle or embarking on the trip. Identity should be verified by asking the Consumer to state their name, or in the case of Consumers traveling with escorts, children, or parents,

asking that the name of the Consumer for whom the trip is scheduled be given. If the name given is not the name of the Consumer for whom the trip is scheduled, transportation should not be provided.

Section 3.3 Emergency, Accident and Safety Response Reporting

The Transportation Provider shall:

- A. Ensure that drivers are aware of the condition of any Consumer while in transit and if an emergency arises (including, but not limited to bleeding, breathing difficulty, unconsciousness, suicide threat, etc.) adhere to the following procedures:
- B. Driver must notify the dispatcher/supervisor immediately and if an emergency Facility (hospital, Police Dept., Fire Dept., etc.) that is known to be staffed with emergency response personnel is within one minute's travel time of the driver's location then proceed immediately to that emergency facility.
- C. If the driver is unsure of the distance, location or appropriate staffing of the emergency Facility or circumstances prohibit transport (i.e., disabled vehicle), or the nature of the emergency (i.e., life threatening) requires immediate first aid, then the driver should notify the dispatcher and give his/her exact location and request emergency assistance (EMT, ambulance, state/local police, Fire Department, etc.).
- D. If the emergency is the result of a motor vehicle accident involving personal injury and/or property damage, the driver must remain at the scene and request emergency assistance. The driver should then administer first aid as needed and when emergency personnel arrive, explain to them in detail the Incident and the care that was provided.
- E. Throughout the emergency, all possible efforts should be made to reassure and keep calm all Consumers in the vehicle.
- F. If requested, the dispatcher/supervisor must immediately contact emergency personnel that are nearest to the driver's location and dispatch a back-up vehicle to transport any Consumers not involved in the emergency to their destinations.
- G. The dispatcher/supervisor must notify the Facility, parents or residential staff and the Broker immediately by phone and provide the names of the Consumers involved and the nature of the emergency. Extreme care should be exercised so as not to alarm the caregivers of Consumers who may be in the vehicle but not in danger.
- H. A formal written report must be submitted to the Broker within 24 hours.
 1. Report immediately by phone to the Broker and the Facility, if applicable, each and every Critical Incident, as defined. The Transportation Provider shall establish live verbal contact with the Broker and the Facility, if applicable. Leaving a voicemail message does not satisfy this requirement.
- I. In the event of a motor vehicle accident with Consumers on board, seek medical help. If there are no obvious injuries, consult with family, day or residential staff members to determine that need. A formal written report shall be submitted to the Broker within twenty-four (24) hours; and

- J. For any of the following Incidents involving a Consumer, whether injury is apparent or not, ensure the Driver reports to the Facility and the dispatcher; the dispatcher must in turn notify the Broker immediately by phone:
- K. Falling while getting into or out of the vehicle.
- L. Falling while in the vehicle.
- M. Any assault, including biting Incidents; or
- N. Emergency braking of the vehicle or any other Incident that results in tipping over of a wheelchair.
- O. Comply with M.G.L. chapter 119, §51A, M.G.L. chapter 19A, §15 and M.G.L. chapter 19C regarding mandated reporting of suspected abuse or neglect, as follows:
 - 1. Transportation Provider employees who, in their professional capacity, have reasonable cause to believe that abuse of a disabled person, elder person, or abuse or neglect of a child has occurred shall make an oral report to their supervisor immediately and in writing within twenty-four (24) hours after the oral report;
 - 2. The supervisor must notify the Referring Agency and Broker immediately by phone and submit a copy of the report within twenty-four (24) hours;
 - 3. Further, the Provider shall ensure the appropriate state investigative agency is notified:
 - a. If a disabled person between the ages of 18 to 59 is involved, then notify the Disabled Persons Protection Commission (DPPC) at **1-800-426-9009**;
 - b. If abuse of an elder person (60 years of age and older) is involved, contact the Elder Abuse Hotline at **1-800-922-2275**;
 - c. If a child up to 18 years of age is involved, notify the Department of Children and Families (DCF) – Child at Risk Hotline at: **1-800-792-5200**; or
 - d. If a Consumer of any age residing in a long-term care facility is involved, notify the Department of Public Health at **1-800-462-5540**.
 - 4. Cooperate with the DPPC, DCF and the Agency in the investigation and disposition of any complaint or claim alleging individual abuse by a Transportation Provider employee.
- P. Investigate and correct immediately any negative safety or Incident reports issued by the Broker, HST Office, Facility staff or the Provider itself and contact the Broker by telephone within one (1) business day of receipt of the form. Verify the investigation, correction and any other action taken in writing to the Broker within three (3) days of receipt of the report.

Section 3.4 Insurance Requirements

The Transportation Provider shall:

- A. Maintain Worker's Compensation or equivalent insurance on all drivers who work under the provisions of the Transportation Provider Subcontract with the Broker and furnish a certificate of insurance to the Broker evidencing compliance with this provision prior to transporting any Agency Consumers.
- B. Maintain liability insurance on all vehicles used under the Transportation Provider Subcontract with Broker at a level that meets or exceeds the amount of compulsory motor vehicle liability insurance level required: Liability: \$250,000/person and \$500,000/ occurrence; Property damage: \$50,000. The Broker shall be named as an "additional insured" on the policy and the Provider shall submit a certificate of such insurance to the Broker before transporting any Agency Consumers.

Section 3.5 Communications/Dispatch

The Transportation Provider shall:

- A. Establish and maintain communications capability from 7:00 AM to 6:00 PM Monday through Friday plus any additional time a Provider vehicle is still in service, except for all holidays on which the state agencies are closed, in order to receive and respond to telephone requests from the Broker, Agency and/or Consumers regarding HST Services to Consumers.
- B. Provide twenty-four (24) hour answering system or service to record messages and to inform Consumers of transportation options available outside of regular service hours.
- C. Ensure there is no contact with any Consumer or their caregiver/guardian for any reason other than to exchange information that is necessary in the provision of transportation services. Any other contact (i.e., investigation of service complaints, surveys, etc.) must have prior written approval from the Broker and Facility, if applicable.

SECTION 4. VEHICLE AND EQUIPMENT REQUIREMENTS

Section 4.1 Minimum Standards for Vehicles

- A. The Transportation Provider shall ensure that vehicles (both primary and backup) conform to all applicable state and federal statutes, regulations or standards, including, but not limited to the rules and regulations of the Agencies, the Broker, and the Registry of Motor Vehicles.
- B. All vehicles used under the terms of the Transportation Provider Subcontract with Broker must:
 1. Be garaged and registered in the Commonwealth of Massachusetts or states immediately adjacent to the Commonwealth of Massachusetts.
 2. Have passed inspection by the Registry of Motor Vehicles prior to being used under the Transportation Provider Subcontract with the Broker with written verification kept on file at the Transportation Provider's offices.
 3. Be clearly identified with the corporate or business name affixed to the vehicle in a permanent or semi-permanent manner in no less than two (2) inch high letters. One location of such name shall be on the right side of the passenger's door, and the other shall be located on the rear of the vehicle, as per Registry of Motor

Vehicles regulations. No advertising or other labeling is permitted while Consumers are in the vehicle unless specifically authorized by the Broker.

4. Be maintained in good working order (including but not limited to brakes, tires, heater, windshield, wipers, defroster, speedometer, etc.) with an established preventive maintenance program and all necessary gasoline, oil, grease, and repairs furnished through the entire period of the Transportation Provider Subcontract with Broker; and
5. Be cleaned regularly and have exteriors which are free of grime, cracks, breaks, dents, and damaged paint that noticeably detracts from the overall appearance of the vehicle, in addition, passenger compartments must be clean and free from torn upholstery or floor coverings, damaged or broken seats, and protruding sharp edges.

C. Vehicles must be equipped with:

1. A seat with installed seat belts for every vehicle occupant (including driver), which shall be in proper working order and accessible to the occupant. The Transportation Provider shall provide a seat belt cutter within easy reach of the driver, and seat belt extensions and seat belt covers, when needed.
2. A cellular phone or FM two-way radio licensed under the direction of the Federal Communications Commission. Mobile units shall be able to contact the base station at all times while Consumers are on board. The base station shall be manned while any vehicle is in transit and vehicles in transit and the base station must be able to communicate at all times.
3. A working air conditioning system of sufficient capacity to cool the entire vehicle (auxiliary air may be necessary).
4. Snow tires or their equivalent during the period November 15 through April 15 of each year.
5. Spare tire and jack (unless covered by vendor maintenance policy).
6. Portable step (optional for lift equipped vehicles) – Stools should be made of high-strength material, preferably metal and have rubber tips on the bottom to prevent slipping on wet or icy pavement. The design must be satisfactory to both the Transportation Provider and the Agency.
7. Chock blocks (except with respect to sedans and minivans), multifunctional fire extinguisher (universal class C, UL rated), flags, reflectors, and flashlight.
8. A first aid kit that meets the Red Cross family first aid kit standards plus a biohazard bag.
9. GPS technology that tracks, monitors, and reports the vehicle's location and shares this information with the Broker and EOHHS in real-time or near real-time. The GPS technology shall accurately report on the vehicle's actual arrival time at pick-up and drop-off locations; and
10. A driver identification card in plain view of the Consumer that clearly displays the driver's full names, the driver's photos, the Transportation Provider's name, the Broker's name, the Broker's phone number to file a complaint, and information about how to file a complaint with the HST Office.

D. Age of Vehicle – During the term of the Transportation Provider Subcontract with Broker, vehicles may not have a date of manufacture that is equal to or more than Fifteen (15) years for all demand-response vehicles.

- E. A Transportation Provider may submit to the Broker a formal written request for a vehicle age waiver along with proof of a Massachusetts state inspection sticker no older than 60 days from the date of the request. The Broker may grant waivers in six month increments for up to a maximum of two additional years of vehicle age, beyond the vehicle age limit, upon physical inspection and written approval by the Broker for each such request. Vehicles must pass a new Massachusetts state inspection for each six-month waiver granted.
- F. For those vehicles undergoing conversion before initial use, the vehicle age may be calculated beginning from the date of registration after conversion (rather than date of manufacture), with documentation of the initial vehicle registration date kept readily available for inspection by the Broker.
- G. Regardless of vehicle age, the Transportation Provider must comply with any instruction from the Broker to immediately remove a vehicle from services when deemed unsafe or unsuitable by the Broker.

Section 4.2 Wheelchair Van Additional Requirements and Securement Standards

- A. Any vehicle used for Wheelchair Van Transportation must be equipped with the following equipment specifications:
 - 1. A hydraulic lift with manual backup operational capacity and/or retractable ramp;
 - 2. A raised roof at least 12 inches high;
 - 3. Raised side doors at least 54 inches high; and
 - 4. Four securement straps, a lap belt and a shoulder belt assembly for each wheelchair. If the vehicle is equipped with a “locking bar” system, then only two securement straps are needed for that wheelchair.
- B. Wheelchair securement requirements are as follows:
 - 1. All wheelchairs must face forward in van;
 - 2. All wheelchairs must be secured in the front and rear. If using a “locking bar” system, the front of the wheelchair must still be secured with straps;
 - 3. All Consumers must be secured into their wheelchairs using the lap/shoulder belt assembly that works in conjunction with the securement system. The

lap/shoulder belt assembly must be used in addition to any other wheelchair securement devices;

4. The use of table/tray attachments must not interfere with proper securement of Consumers by lap/shoulder belt assemblies. They must be removed if they prevent the Consumer from being properly secured; and
- C. Do not use the shoulder belt if it extends across the Consumer's neck or face, or if there is a medical condition that interferes with its proper use. (i.e., feeding or breathing tubes).
 - D. Drivers operating wheelchair van vehicles for HST work under the Transportation Provider Subcontract with Broker must receive hands-on training in order to ensure that they understand and are able to properly follow the procedures for proper securement of wheelchairs in vehicles prior to transportation.
 - E. Drivers are expected to comply with all policies and procedures outlined in this document. Employees who fail to perform to their duties in accordance with these policies and procedures will be subject to progressive disciplinary action as deemed necessary.
 - F. **ENHANCED WHEELCHAIR VAN** - Each and every patient who is being transported to a physician's office, hospital or clinic for a medical appointment must be transported in a wheelchair at all times, regardless of his/her physical condition.

SECTION 5. PERSONNEL REQUIREMENTS

Section 5.1 Driver Qualifications

- A. Drivers must have a valid Massachusetts Driver's License (or valid license from a contiguous state) appropriate to the type of vehicle they will be operating and at least 1 year of driving experience, including experience driving multi-passenger vehicles.
- B. Ensure drivers do not use drugs or alcohol at any time when it might affect a safety sensitive duty (including, but not limited to, within the 4 hours preceding driving), and if taking medications, must still be able to perform his/her duties in a safe manner. Any driver taking medications that may hinder performance must report such use to his/her supervisor, and not transport Agency Consumers
- C. Drivers must be at least nineteen (19) years of age and have completed all required training specified in Section 5.2 prior to HST work.
- D. Drivers must furnish written references, have effective oral communication skills in English sufficient to communicate effectively with Consumers and facilities' staff and to perform their other job duties, and undergo a Criminal Offender Record Information (CORI) check, with results verified, prior to any contact with Agency Consumers. The references and CORI must remain on file at the Transportation Provider's place of business and the CORI must be conducted annually thereafter. The Transportation Provider must follow the DCJIS requirements for CORI request procedures and hire in accordance with 101 CMR 15.00.
- E. Drivers must be physically able to assist Consumers entering and exiting vehicles.

F. Transportation Providers must obtain a driving history report for each of its drivers and driver applicants from all appropriate state agenc(ies) on any moving violations. The report(s) must be obtained and maintained on file at the transportation provider's place of business prior to any contact by the driver with Agency Consumers. The Transportation Provider must secure a driving history report from every state in which the driver applicant resided or was a licensed motor vehicle operator during the past 7 years. The Transportation Provider must exercise judgment in determining the appropriateness of any driver whose report(s) indicates any violation. The driving history report(s) must be updated and reviewed annually, and at a minimum, should not reflect within the previous 7 years any of the violations specified below:

1. Driving under the influence of alcohol or drugs/driving while intoxicated.
2. Reckless driving/driving to endanger.
3. Leaving the scene of an accident.
4. Driving without a license and/or insurance.
5. Driving with a suspended license; and
6. Any record with multiple or repeated violations (other than parking).
7. At a minimum, if any of the above violations are found within the previous 7 years, that driver or driver applicant should be prohibited from contact with HST Consumers.

For already hired enhanced wheelchair van drivers a five-year look back is acceptable. New hires will need to meet the seven-year look back period.

G. For drivers not barred from providing transportation to HST Consumers, the Transportation Provider must have a process to disclose to the Broker (and through it MassHealth) any negative driving history, including any traffic violations.

H. Transportation Providers must enroll in the Massachusetts RMV Driver Verification System (DVS) starting July 1, 2022. The DVS program gives the Transportation Provider the ability to track license statuses of employees/drivers and receive email notification from the RMV if there is a change in their license status at any time while they are enrolled in DVS. The Provider is required to provide view access to its Broker and HST Staff so they will be notified if a license status changes. The Transportation Provider will be notified via email and can view the driver(s) that has had a status change. DVS also allows the Transportation Provider to obtain driving records for any driver enrolled in the DVS program. There is no fee to participate in the DVS program and receive license status notification. If the Transportation Provider chooses to obtain a public driving record, there is a fee. The Transportation Provider must take appropriate action when it receives notice of a license status change, including determining whether the driver continues to meet the Driver Qualifications set forth in this Section 5.1.

I. All drivers who work under the provisions of the Transportation Provider Subcontract with an HST Broker shall adhere to the following provisions regarding drug/alcohol testing. All drug and alcohol testing must be conducted by an independent (non-affiliated/off-site) laboratory certified under the National Laboratory Certification Program (NLCP). Transportation Providers are not allowed to collect testing samples or conduct any testing, whether at the Transportation Provider's facilities or otherwise. Drug testing must be conducted for marijuana, cocaine; opioids (codeine, heroin, morphine, oxycodone, oxymorphone, hydrocodone, hydromorphone), amphetamines (amphetamine, methamphetamine, MDMA, MDA) and phencyclidines (PCP), and the results must be verified as "negative".

1. Pre-contact – Prior to being assigned to any work directly or indirectly involving Agency Consumers, under a drug test as described above.
2. Reasonable suspicion - Any driver who is suspected to be under the influence of alcohol or drugs must be removed immediately from any contact with Agency Consumers and the removal must remain in effect pending the results of a drug/alcohol test. The alcohol test must be conducted

within 8 hours of the Incident and the drug test within 32 hours. Positive test results or failure to administer the test within the prescribed time limits will result in the permanent removal of the individuals from any Agency contract work.

3. Post-accident - Any driver involved in an accident with Agency Consumers on board the vehicle must be removed immediately from any contact with Agency Consumers, and the removal must remain in effect pending the results of a drug/alcohol test. The alcohol test must be conducted within 8 hours of the Incident and the drug test within 32 hours. Positive test results or failure to administer the test within the prescribed time limits will result in the permanent removal of the individuals from any Agency contract work. For this provision, an accident includes, but is not limited to, an occurrence associated with the operation of a vehicle, if as a result:

- a. An individual dies; or
- b. An individual suffers bodily injury and immediately receives medical treatment at or away from the scene of the accident; or
- c. One or more vehicle(s) involved incurs disabling damage and such vehicle or vehicles are transported away from the scene by a tow truck or other vehicle; or
- d. There has been \$1000 or more of property damage.

- J. The Transportation Provider is responsible for requesting SORIs and ensuring employment decisions are consistent with EOHHS SORI requirements specified in 606 CMR 14.00. The SORI check results must remain on file at the Transportation Provider's place of business and the SORI check must be conducted annually thereafter. If the results of the SORI check indicate a positive result for any driver or monitor, they will be prohibited from providing transportation to HST Consumers.

Section 5.2 Driver Training

The Transportation Provider shall:

- A. Ensure that all drivers have successfully completed the applicable in-service training program prior to their transporting any HST Consumers. The Broker reserves the right to request documentation of trainings conducted. The mandatory training shall include at a minimum the following and must be conducted annually thereafter.
 - A. Driver rules and regulations; Defensive driving & reacting to skids, and Vehicle stalling & brake failure
 - B. Proper use of vehicle safety equipment; content and use of all first aid kit items; Blood borne & Airborne Pathogens training, use of two-way radios, if applicable, and emergency vehicle evacuation procedures;
 - C. Accident procedures, passenger safety in the event of MVA, Incident reporting, scene safety;
 - D. First Aid, reaction to seizures and universal precautions.
 - E. Familiarization with the HST and Agency standards, specifications and procedures, including mandated reporting of suspected abuse or neglect and suspected Medicaid member or provider fraud and abuse, driver and monitor performance standards, consumer pickup protocols, and data privacy and security rules and requirements, including compliance with the HIPAA Rules and all other applicable laws, regulations, policies, procedures and standards applicable to Transportation Provider.
 - F. Human rights and sensitivity to Consumer needs, including disability awareness, passenger assistance and accommodations for service animals (guide dogs) in vehicles
 - G. Wheelchair lift & proper wheelchair securement, Loads Lifts & Carries, Weather related concerns
 - H. Customer Service, understanding passenger needs, door to door, door through door, passenger comfort, following protocols, behavior/communication;
 - I. Sexual Harassment Training. (All vendors must comply by 9/30/23).
- B. Ensure that staff attend Broker sponsored, coordinated, or arranged meetings as determined to be necessary by the Broker.
- C. Ensure that drivers have a good basic knowledge of the service area and are provided with detailed maps of the service area. Drivers and dispatchers must be aware of the locations

and telephone numbers of emergency facilities (police, fire, hospital, etc.) in the service area.

D. **DOOR-THROUGH-DOOR TRANSPORTATION ONLY.** Ensure that all drivers have successfully completed trainings in the following:

1. Respectful communications.
2. Professional Boundaries.
3. Sensitivity/Senior Sensitivity.
4. Bariatric Patient Transfer Protocol (Non-emergency Ambulance only).
5. Door-through-door transportation protocols such as:
 - a. Gentle support: Opening doors and providing verbal guidance.
 - b. Physical support: Providing physical support for the consumer to assist with balance
 - c. Activity support: The driver stays with the consumer and helps with the activity at the destination.
 - d. Personal support: The driver or assist may help the consumer put on coat.

Section 5.3 Personnel Policies/Documentation

The Transportation Provider shall:

- A. Maintain a personnel file on each driver (including owners when they have driving responsibilities) which shall include:
 1. Credentials.
 2. Written references; documented verbal references.
 3. Copy of driver's license (drivers only).
 4. Results from annual CORI check.
 5. Health records, including results of drug/alcohol testing and any other agency specific requirements (annual health exam, TB test, etc.).
 6. Annual driving history reports from the appropriate state agenc(ies).
 7. Training records.
 8. Performance evaluation results; and
 9. Any other Broker required documents.
- B. This file shall be available for review by the Broker and/or HST Office, upon request.

- C. Develop and maintain written procedures for driver orientation and training, and performance Monitoring.
- D. Ensure it has a process to address any violation of a state drug law by its employees and contractors

Section 5.4 Operational Safety

The Transportation Provider shall ensure that drivers adhere to the following:

- A. If a driver should need to call their base using a cell phone, the vehicle must be stopped in a safe location to allow for safe usage (dialing, etc.). Drivers must NEVER text message while they have Consumers on board.
- B. No eating or drinking is allowed in the vehicle while any Consumer is in the vehicle (this also applies to the driver).
- C. The doors of the vehicle are closed and locked while the vehicle is in motion (except for the rear emergency door of vehicles which must remain unlocked in transit);
- D. No fueling of the vehicle is conducted while Consumers are on board.
- E. All vehicles used to transport Consumers must be smoke free and no driver may smoke on the grounds of the Facility, Residence or Day Care Facility.
- F. Only the driver shall occupy the driver's seat.
- G. Shut off the vehicle and remove the keys when not occupying the driver's seat (not applicable for vehicles when operating hydraulic lift).
- H. No pushing a vehicle with their vehicle or allowing the vehicle to be pushed while a Consumer is located in either vehicle.
- I. Operate vehicles at all times in compliance with all federal, state and local laws.
- J. No personal stops while transporting HST Consumers, unless specifically authorized.
- K. No headphones (including Bluetooth or any other type of wireless phone headset) while on duty; and
- L. No firearms, alcoholic beverages, unauthorized controlled substances or highly combustible materials (other than oxygen tanks required by Consumers) shall be transported in the vehicle.

SECTION 6. REPORTS AND BILLING

Section 6.1 Reports

The Transportation Provider must submit all required documentation, polices and reports specified in these Transportation Provider Performance Standards to the Broker within the specified time frames.

Section 6.2 Billing

- E. The Transportation Provider must bill the Broker on a monthly basis for transportation services provided, in accordance with each Agency/Program's specifications and as required by the Broker.

Invoices should be submitted within 30 days of completion of delivery and accompanied by any required supporting documentation, including the verification documentation described in Section 6.2.B below.

- F. The Transportation Provider must ensure that all trips invoiced to the Broker have been verified. Verification systems should include, but not be limited to, the following:
- A. Daily trip sheet identifying each scheduled One-Way Trip with a check box indicating if the Consumer was transported, canceled or was no-show and signed by the driver (and by program staff, if required). Trip sheets must include the driver's name and vehicle license plate number listed, the date, the Consumer's name, pickup location, time of pickup, drop off location, and time of drop off.
 - B. Random, on-site inspections at destination facilities by supervisory staff.
 - C. Random surveys of destination facilities to confirm transportation.
 - D. Random surveys of Consumers to confirm transportation (and pick-up and drop-off times and quality of service).

C. NOTE: Agency specific requirements may be incorporated by supplemental attachment to this document.

SECTION 7. DATA PRIVACY AND SECURITY

Section 7.1. Definitions

- A. The following capitalized terms, as used in this Section 7, shall have the meanings ascribed to them below:

“Activities” shall mean the activities, functions and/or services to be performed or provided by the Transportation Provider for, on behalf of and/or to EOHHS under this Contract.

“Applicable Law” shall mean M.G.L. c. 66A, M.G.L. c. 93H, 801 CMR 3.00, 201 CMR 17, the HIPAA Rules, 42 CFR Part 431, Subpart F, 42 CFR Part 2 and any other applicable federal or state law or regulation pertaining to the use, disclosure, maintenance, privacy or security of PI or Commonwealth Security Information.

“Breach Notification Rule” shall mean the Breach Notification Rule at 45 CFR Part 164, Subpart D.

“Commonwealth Security Information” shall mean all data that pertains to the security of the Commonwealth's information technology, specifically, information pertaining to the manner in which the Commonwealth protects its information technology systems against unauthorized access to or modification of information, whether in storage, processing or transit, and against the denial of service to authorized users, or the provision of service to unauthorized users, including those measures necessary to detect, document and counter such threats.

“Enforcement Rule” shall mean the HIPAA Enforcement Rule at 45 CFR Part 160, Subparts C, D and E.

“EOTSS” shall mean the Massachusetts Executive Office of Technology Services and Security.

“Event” shall mean the following, either individually or collectively: 1) any use or disclosure of PI not permitted under these Transportation Provider Performance Standards; 2) any Security Incident; or 3) any other event that would trigger notification obligations under the Breach Notification Rule, M.G.L. c. 93H or other similar Applicable Law requiring notice to consumers and/or oversight agencies in connection with an impermissible use or disclosure or breach of PI.

“HIPAA Rules” shall mean the Privacy Rule, the Security Rule, the Breach Notification Rule and the Enforcement Rule.

“Individual” shall mean the person to whom the PI refers and shall include a person or organization who qualifies as a personal representative in accord with 45 CFR § 164.502 (g).

“Privacy Rule” shall mean the Standards of Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

“PI” shall mean any Protected Health Information, any “personal data” as defined in M.G.L. c. 66A, any “patient identifying information” as used in 42 CFR Part 2, any “personally identifiable information” as used in 45 CFR §155.260 and any other individually identifiable information that is treated as confidential under Applicable Law (including, for example, any state and federal tax return information) that the Transportation Provider uses, maintains, discloses, receives, creates, transmits or otherwise obtains in connection with its performance of the Activities. Information, including aggregate information, is considered PI if it is not fully de-identified in accord with 45 CFR §§164.514(a)-(c).

“Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

“Subcontractor” shall mean any person or entity that (a) performs an activity or provides goods or services that are necessary for the performance of the Activities or (b) performs, undertakes or assumes an obligation of the Transportation Provider under the Transportation Provider Subcontract, in each case, other than in the capacity of a member of the Transportation Provider’s workforce.

“System” shall mean any system, database, application or other information technology resource.

The following capitalized terms, as used in this Section 7, shall have the same meaning as those terms are used in the HIPAA Rules: Business Associate, Covered Entity, Data Aggregation, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary and Security Incident. All other terms used but not otherwise defined in this Section 7 shall be construed in a manner consistent with the HIPAA Rules, M.G.L. c. 66A and all other Applicable Laws.

Section 7.2. Transportation Provider Obligations

A. Mass.Gen. Laws C. 66A and Other Privacy and Security Obligations

1. The Transportation Provider must comply with all Applicable Laws that may be in effect upon execution of, or as may be effective during the course of, the Transportation Provider Subcontract, including, but not limited to, the Privacy and Security Rules, 42 CFR 431,

- Subpart F, 42 CFR Part 2 and M.G.L. c. 66A. Without limiting the generality of the foregoing, the Broker acknowledges and agrees as follows:
2. Obligations under M.G.L. c. 66A. The Transportation Provider acknowledges that in performing the Activities it will create, receive, use, disclose, maintain, transmit or otherwise obtain “personal data” (as defined in M.G.L. c. 66A) and that, in so doing, it will become a “holder” of such data for purposes of M.G.L. c. 66A. The Transportation Provider agrees that in performing the Activities and otherwise complying with the Transportation Provider Subcontract it shall, in a manner consistent with the Privacy and Security Rules and other Applicable Laws, comply with M.G.L. c. 66A.
 3. Business Associate. In performing the Activities, the Broker acknowledges and agrees that it is acting as the Broker’s Business Associate and agrees to comply with all requirements of the HIPAA Rules applicable to a Business Associate. To the extent that the Transportation Provider is to carry out an obligation of the Broker under the Privacy Rule pursuant to the Transportation Provider Subcontract, the Transportation Provider agrees that it shall comply with the requirements of such Rule that apply to Broker in the performance of such obligation.
 4. 42 CFR Part 2. The Transportation Provider agrees that with respect to drug or alcohol abuse information that the Transportation Provider receives, stores, processes or otherwise deals with under the Transportation Provider Subcontract that was obtained by a federally assisted drug or alcohol abuse program for the purpose of treating drug or alcohol abuse, making a diagnosis for that treatment, or making a referral for that treatment (as such terms are used in 42 CFR Part 2), it is bound by 42 CFR Part 2 and shall not access, use or disclose information except as permitted under 42 CFR Part 2.
 5. Telephone Communications, Video/Audio Recordings, and Other. If the Broker is contacting Individuals via telephone, text message, or other telephonic communication, such communication shall be compliant with all applicable Federal and State telephonic laws, including the Telephonic Consumer Protection Act of 1991 (47 U.S.C. § 227). For video and audio recordings, the Broker shall comply with all Federal and State audio, video, wiretapping, and recording statutes, including M.G.L. c. 272 § 99.
 6. The Transportation Provider further agrees that it shall comply (and shall cause its employees and other workforce members to comply) with any other privacy and security obligation that is required as the result of EOHHS (or EOTSS or another third party, on EOHHS’ behalf) having entered into an agreement (any such agreement, a “Third Party Agreement”) with a third party (such as the Social Security Administration, the Department of Revenue or the Centers for Medicaid and Medicare Services) to obtain or to access PI from a third party (any such PI, “Third Party Data”) or to access any System containing Third Party Data or through which Third Party Data could be accessed, including, by way of illustration and not limitation, signing a written compliance acknowledgment or confidentiality agreement, undergoing a background check or completing training. The Parties acknowledge and agree that Third Party Data includes, without limitation, all data that EOHHS receives or obtains from Massachusetts Department of Revenue, the Social Security Administration, the Internal Revenue Service, the Department of Homeland Security or through the Federal Data Services Hub and, notwithstanding anything herein to the contrary, the Transportation Provider may not access any such Third Party Data unless disclosure of such data to the Transportation Provider is permitted under the applicable Third Party Agreement(s), all conditions for disclosure under such Agreement(s) have been satisfied and the Transportation Provider’s access to such data is otherwise permitted under the terms of this subsection. Notwithstanding the foregoing, the Transportation Provider shall not be required to comply (or ensure compliance) with a Third-Party Agreement under

this paragraph unless it has been provided with a copy of the applicable Third-Party Agreement.

B. Ownership of Data

The Transportation Provider's access to and receipt, creation, use, disclosure and maintenance of, any PI, and any data derived or extracted from such data, arises from and is defined by the Transportation Provider's obligations under the Transportation Provider Subcontract, and the Transportation Provider does not possess any independent rights of ownership to such data.

C. Employees, Agents and Subcontractors

1. The Transportation Provider may hire Subcontractors in performing the requirements of the Transportation Provider Subcontract. The Transportation Provider shall enter into written agreements with each Subcontractor and shall maintain such written agreements.
2. All such subcontracts must contain all relevant provisions of the Transportation Provider Subcontract and the Contract (including the Commonwealth Terms and Conditions) related to privacy and security, and otherwise must be consistent with all such terms and conditions. Without limiting the generality of the foregoing, the Transportation Provider shall ensure that any such agreement satisfies all requirements under the Privacy and Security Rules for a contract or other arrangement with a Business Associate.
3. The Transportation Provider shall ensure that any Subcontractor that needs access to Third Party Data or a System containing such Data or through which it may be accessed to comply (and to cause its employees and other workforce members to comply) with any privacy and/or security obligation that may be required under a Third Party Agreement including, by way of illustration and not limitation, signing any written compliance acknowledgment or confidentiality agreement, undergoing a background check or completing training. The Transportation Provider shall ensure that any such Subcontractor has satisfied all such obligations prior to being granted access to the Third-Party Data or System. The Transportation Provider shall work with EOHHS to ensure that all such obligations are satisfied. Notwithstanding the foregoing, the Transportation Provider shall not be required to cause a subcontractor to comply with a Third-Party Agreement under this paragraph unless the Transportation Provider has been provided with a copy of the applicable Third-Party Agreement in accordance with this subsection.
4. The Transportation Provider is fully responsible for any Subcontractor's performance and for meeting all terms and requirements of the Transportation Provider Subcontract. The Transportation Provider will not be relieved of any legal obligation under the Transportation Provider Subcontract, regardless of whether the Transportation Provider subcontracts for performance of any Transportation Provider Subcontract responsibility or whether PI or other information was in the hands of a Subcontractor.
5. The Transportation Providers must include, as an additional safeguard to protect consumer personal information, the following statement on all driver logs and manifests: "The information contained in this document is private, confidential, and subject to state and federal privacy and security laws including, the Health Insurance Portability and Accountability Act (HIPAA), Massachusetts Fair Information Practices Act (FIPA), and other privacy and security regulations. This information should only be used to perform the services prescribed and cannot be shared with anyone, except as specifically directed by your supervisor. Driver logs and manifests should never be left unattended, even in a locked vehicle. Consumer information should not be downloaded onto unsecured laptops, USB drives or mobile devices. All driver logs and manifests must be turned into your employer upon completion of the prescribed services. Transportation providers that violate federal or state

privacy or security requirements may be subject to actual and exemplary damages, civil money penalties, or criminal prosecution.”

D. Data Security

1. Administrative, Physical and Technical Safeguards

- a. Administrative, Physical and Technical Safeguards. The Transportation Provider shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of PI and that prevent use or disclosure of such data other than as provided for by these Transportation Provider Performance Standards. All such safeguards must meet, at a minimum, all standards set forth in the Privacy and Security Rules, as applicable to a Business Associate, the standards set forth in National Institute of Standards and Technology standard: NIST 800-53 rev4, Moderate overlay, and all applicable EOHHS, EOTSS and other Commonwealth security and information technology resource policies, processes and mechanisms regarding access to PI or to Systems containing PI or through which PI may be accessed.
- b. If the Transportation Provider must access any EOHHS System to perform the Activities, the Transportation Provider shall comply with all applicable EOHHS, EOTSS and other Commonwealth security and information technology resource policies, processes and mechanisms regarding access to PI, and any specific security mechanisms and processes adopted by EOHHS for access to the System. The Transportation Provider shall protect from inappropriate use or disclosure any password, user ID or other mechanism or code permitting access to any EOHHS System or third-party System containing PI or through which PI may be accessed. The Transportation Provider shall give EOHHS prior notice of any change in personnel whenever the change requires a termination or modification of any such password, user ID or other security mechanism or code, to maintain the integrity of the System.
- c. Upon reasonable notice, the Transportation Provider agrees to allow representatives of EOHHS access to premises where PI is stored for the purpose of inspecting privacy and physical security arrangements implemented by the Transportation Provider to protect such data.
- d. Commonwealth Security Information. If the Transportation Provider obtains access to any Commonwealth Security Information in connection the Transportation Provider Subcontract, the Transportation Provider may only use such information for the purposes for which it obtained access. In using the information for such permitted purposes, the Transportation Provider shall limit access to the information only to its employees and other workforce members as necessary to perform the permitted purposes. The Transportation Provider shall not release or disclose such information except in accord with EOHHS’s express written instructions, unless such disclosure is Required by Law and then only in accordance with these Transportation Provider Performance Standards. While in possession of such information, the Transportation Provider shall apply all applicable privacy and security requirements set forth in these Transportation Provider Performance Standards to maintain the confidentiality, security, integrity and availability of such information. Notwithstanding any other provision in in these Transportation Provider Performance Standards, the Transportation Provider shall report any non-permitted use or disclosure of Commonwealth Security Information to EOHHS within twenty-four (24) hours following the date upon which the Transportation Provider becomes aware of the use or disclosure (or such earlier time as may be required under a Third-Party Agreement). The Transportation Provider shall immediately take all

reasonable actions to retrieve such information if disclosed to any non-permitted person or entity; shall include a summary of such retrieval actions in its required report of the non-permitted disclosure; and shall take such further retrieval action as EOHHS may reasonably require. Notwithstanding any other provision in the Transportation Provider Subcontract regarding termination, the Transportation Provider may not retain any Commonwealth Security Information upon termination of the Transportation Provider Subcontract unless such information is expressly identified in any retention permission granted in accord. If retention is expressly permitted, all data protections stated herein survive termination of the Transportation Provider Subcontract and shall apply for as long as the Transportation Provider retains the information.

2. Non-Permitted Use or Disclosure Report and Mitigation Activities

- a.** Mitigation and Other Activities. Immediately upon becoming aware of an Event, the Transportation Provider shall take all reasonable and appropriate action necessary to: a) retrieve, to the extent practicable, any PI involved in the Event; b) mitigate, to the extent practicable, any harmful effect of the Event known to the Transportation Provider; and c) take such other action(s) as may be required in connection with the Event to comply with any Applicable Law.
- b.** Upon request, the Transportation Provider shall take such further actions as EOHHS, may reasonably request to, or shall take such additional action to assist EOHHS further mitigate, to the extent practicable, any harmful effect of the Event. Any actions to mitigate harmful effects of such Event undertaken by the Transportation Provider on its own initiative or pursuant to EOHHS' request shall not relieve the Transportation Provider of its obligations to report such Event or otherwise comply with Section 7, any other provisions of the Transportation Provider Subcontract or Applicable Law.
- c.** Notification and Reporting Activities. As soon as possible, but in any event no later than two (2) business days following the date upon which the Transportation Provider becomes aware of the Event, the Transportation Provider shall verbally report the Event to EOHHS with as much of the details listed below as possible, and shall follow such verbal report within five (5) business days with a written report outlining the Event with the following information:

 - i. The date of the Event if known or, if the date is unknown, the estimated date.
 - ii. The date of the discovery of the Event.
 - iii. The nature of the Event, including as much specific detail as possible (e.g., cause, contributing factors, chronology of events).
 - iv. The nature of the PI involved in the Event (e.g., the types of identifiers and other information involved), together with samples of any forms or documents that were involved in the Event to illustrate the type of PI involved (with personal identifiers removed or redacted).
 - v. The exact number of individuals whose PI was involved in the Event if known or, if unknown, a reasonable estimate based on known facts (categorized according to the type of PI involved, if different types of PI was involved for different

individuals), together with a description of how the exact or estimated number of individuals was determined.

- vi. A summary of the nature and scope of the Transportation Provider's investigation into the Event.
- vii. The harmful effects of the Event known to the Transportation Provider, all actions the Transportation Provider has taken or plans to take to mitigate such effects, and the results of all mitigation actions already taken.
- viii. A summary of steps taken in connection with and to prevent such Event in the future, including copies of revised policies and procedures, changes in business processes and staff training; and
- ix. Any additional information and/or documentation that the Transportation Provider is required to provide to EOHHS under 45 CFR §164.410, M.G.L. c. 93H, §3(a) or other similar Applicable Law.

To the extent that any such information is not available at the time of the report, the Transportation Provider shall provide such information to EOHHS as such information becomes available in one or more subsequent written reports. The Transportation Provider shall provide EOHHS with such additional information regarding the Event as EOHHS may reasonably request, which additional information may include a written risk analysis rebutting any presumption that the Event constituted a breach for purposes of the Breach Notification Rule. The Transportation Provider acknowledges and agrees that it may be subject to reporting obligations under one or more Third Party Agreements in addition to, and/or that differ from, its obligations under this section.

- d. **Obligations under Consumer Notification Laws.** If EOHHS determines, in its sole discretion, that it is required to provide notifications to consumers or state or federal agencies under the Breach Notification Rule, M.G.L. c. 93H or other Applicable Law as a result of the Event, the Transportation Provider shall, at EOHHS' request, assist EOHHS in drafting such notices for EOHHS' review and approval, and shall take such other action(s) as EOHHS may reasonably request in connection with EOHHS' compliance with the Breach Notification Rule, M.G.L. c. 93H or other Applicable Law, but in no event shall the Transportation Provider have the authority to give any such notifications on EOHHS' behalf unless EOHHS authorizes and directs the Transportation Provider to do so in writing.
- e. The Transportation Provider shall reimburse EOHHS for reasonable costs incurred by EOHHS associated with any such notifications to the extent that such costs are due to: (a) the Transportation Provider's failure to meet its responsibilities under, or in violation of, any provision of the Transportation Provider Subcontract (b) the Transportation Provider's violation of Applicable Law; (c) the Transportation Provider's negligence; (d) the Transportation Provider's failure to protect data under its control with encryption or other security measures that constitute an explicit safe-harbor or exception to any requirement to give notice under Applicable Law; or (e) any activity or omission of the Transportation Provider resulting in or contributing to an Event triggering such notification requirement under Applicable Law.

Section 7.3 Business Associate Related Provisions

A. Transportation Provider Obligations

- 1. Response to Legal Process.** The Transportation Provider shall report to EOHHS, both verbally and in writing, any instance where PI or any other data obtained in connection with the Transportation Provider Subcontract is subpoenaed or becomes the subject of a court or administrative order or other legal process. The Transportation Provider shall provide such report to EOHHS as soon as feasible upon receiving or otherwise becoming aware of the legal process; provided, that the Transportation Provider shall provide such report no later than five business days prior to the applicable response date. In response to such legal process, and in accordance with instructions from EOHHS, the Transportation Provider shall take all reasonable steps, including objecting to the request when appropriate, to comply with M.G.L. c. 66A § 2(k), 42 CFR § 431.306(f), 42 CFR Part 2 and any other Applicable Law. If EOHHS determines that it shall respond directly, the Transportation Provider shall cooperate and assist EOHHS in its response.
- 2. Individual's Privacy Rule Rights.** With respect to any relevant PI in the Transportation Provider's possession, the Transportation Provider shall take such action as may be requested by EOHHS to meet EOHHS' obligations under 45 CFR §§ 164.524, 164.526 or 164.528 or other Applicable Law pertaining to an Individual's right to access, amend or obtain an accounting of uses and/or disclosures of its PI, in sufficient time and manner for EOHHS to meet its obligations under such Privacy Rule provisions or other Applicable Law. If an Individual contacts the Transportation Provider with respect to exercising any rights the Individual may have under 45 CFR §§ 164.524, 164.526 or 164.528 or similar Applicable Law with respect to PI in the Transportation Provider's possession, the Transportation Provider shall notify EOHHS' Privacy Officer within two business days of the Individual's request and cooperate with EOHHS to meet any of its obligations with respect to such request.
- 3.** With respect to an Individual's right to an accounting under 45 CFR § 164.528, the Transportation Provider shall document all disclosures of PI and other data access activities as would be necessary for EOHHS to respond to a request by an Individual for an accounting in accord with 45 CFR § 164.528. The Transportation Provider shall also document uses and disclosures of PI and other data access activities to the extent required under M.G.L. c. 66A, § 2(f).
- 4. Record Access.** The Transportation Provider shall make its internal practices, books and records, including policies and procedures, relating to the protection, security, use and disclosure of PI and Commonwealth Security Information obtained under the Transportation Provider Subcontract, and the security and integrity of Systems containing PI or Commonwealth Security Information or through which it may be accessed, available to EOHHS and the Secretary, in a time and manner designated by the requesting party, for purposes of enabling EOHHS to determine compliance with the Transportation Provider Subcontract or for purposes of enabling the Secretary to determine compliance with the HIPAA Rules.
- 5. Electronic and Paper Databases Updates.** Within thirty days of the effective date of the Transportation Provider Subcontract, the Transportation Provider shall provide EOHHS an accurate list of electronic and paper databases and other Systems containing PI, together with a brief description of the various uses of the databases and Systems. The Transportation Provider shall update such lists as necessary in accord with the addition or termination of such databases and Systems.
- 6. CORI Regulations.** The Transportation Provider shall, pursuant to and in accordance with 101 CMR 15.03(1)(B), require and consider the criminal history information pertaining to all employees of the Transportation Provider who will be given access or potential access to PI, and all applicants for employment with the Transportation Provider where the position applied for entails access or potential access to PI. The

Transportation Provider shall otherwise comply with all applicable terms of 101 CMR 15.00 in connection with the review and consideration of employee and applicant criminal records.

7. **Compliance Officer.** The Transportation Provider designates _____ as its Compliance Officer, who shall be responsible for compliance with the Transportation Provider Subcontract. Such designations may be changed during the period of the Transportation Provider Subcontract only by written notice.

B. Broker Obligations

The Broker shall notify the Transportation Provider in writing of any of the following:

1. **Changes in Notice of Privacy Practices.** The Broker shall notify the Transportation Provider in writing of any change in EOHHS' Notice of Privacy Practices to the extent that such change may affect the Transportation Provider's use or disclosure of PI under the Transportation Provider Subcontract, and shall provide the Transportation Provider with a new copy of its Notice of Privacy Practices reflecting such change.
2. **Notification of Changes in Authorizations to Use or Disclose PI.** The Broker shall notify Transportation Provider in writing of any change in, or revocation of, permission by an Individual to use or disclose PI that is known to EOHHS, to the extent that such change may affect the Transportation Provider's use or disclosure of PI under the Transportation Provider Subcontract.
3. **Notification of Restrictions.** The Broker shall notify the Transportation Provider in writing of any restriction to the use or disclosure of PI that EOHHS has agreed to in accord with 45 CFR §164.522, to the extent that such restriction may affect the Broker's use or disclosure of PI under the Transportation Provider Subcontract.
4. **Requests to Use or Disclose PI.** The Broker shall not request that the Transportation Provider use or disclose PI in a manner that the Broker knows would violate the Privacy Rule if done by the Broker.

Section 7.4. Permitted Uses and Disclosures of PI by Transportation Provider

Except as otherwise limited in the Transportation Provider Performance Standards, including in this section, the Transportation Provider may use or disclose PI only as follows:

- A. **Activities.** The Transportation Provider may use or disclose PI to perform the Activities or as otherwise required by, and in accordance with, the provisions of these Transportation Provider Performance Standards, provided, that such use or disclosure would not: (a) violate the Privacy Rule or other Applicable Law if done by EOHHS; (b) violate the EOHHS' Minimum Necessary policies and procedures that are known to the Transportation Provider or that EOHHS advises the Transportation Provider of; or (c) conflict with statements in EOHHS' Notice of Privacy Practices. When using or disclosing PI or when requesting PI from EOHHS or another party in performing the Activities, the Transportation Provider represents that it shall make reasonable efforts to limit the amount of PI used, disclosed or requested to the minimum necessary to accomplish or perform the particular Activity for which the PI is being used, disclosed or requested.
- B. **Required by Law.** The Transportation Provider may use or disclose PI as Required by Law, consistent with the restrictions of 42 CFR Part 431, Subpart F, 42 CFR Part 2, M.G.L. c. 66A, any other Applicable Law or any applicable Third-Party Agreement; provided, that, the Transportation Provider is not required to comply with the restrictions of a Third-Party Agreement unless it has been provided a copy of such Agreement in accordance with this section.

- C. **Restriction on Contacting Individual.** The Transportation Provider shall not use PI to contact or to attempt to contact an Individual unless such contact is made in accordance with EOHHS' written instructions.
- D. **Publication Restriction.** The Transportation Provider shall not use PI for any publication, statistical tabulation, research, report or similar purpose, regardless of whether or not the PI can be linked to a specific individual or has otherwise been de-identified in accord with the standards set forth in 45 CFR §164.514, unless the Transportation Provider has obtained EOHHS' prior written consent. In no event shall any resulting publication, report or other material contain PI unless the publication, report or other material is made available only to EOHHS or the Transportation Provider has obtained the specific written approval of EOHHS' Privacy Officer.

Section 7.5. Termination

A. Termination for Violation

Notwithstanding any other provision in the Transportation Provider Subcontract, Broker may terminate such Subcontract, immediately upon written notice, if the Broker determines, in its sole discretion, that the Transportation Provider has violated any material term in this Section 7 or any material term of the Transportation Provider Subcontract pertaining to the security or privacy of PI.

B. Cure

Prior to terminating the Transportation Provider Subcontract as permitted above, the Broker, in its sole discretion, may provide an opportunity for the Transportation Provider to end the violation and cure any related breach. If such an opportunity is provided, but cure is not feasible, or the Transportation Provider fails to end the violation and cure the breach within a time period set by the Broker, the Broker may terminate the Transportation Provider Subcontract immediately upon written notice.

C. HHS Report

In the event that termination of the Transportation Provider Subcontract for a violation of a material term is not feasible, or if cure is not feasible, the Broker or EOHHS may report such violation to the Secretary, if such violation and termination pertains to work performed for an EOHHS-CE (as defined in 45 CFR 160.103) under the Transportation Provider Subcontract.

Section 7.6 Effect of Termination

A. Return or Destroy Data

Except as provided immediately below, upon termination of the Transportation Provider Subcontract for any reason whatsoever, the Transportation Provider shall, at the Broker's option, either return or destroy all PI in any form in its possession, and the Transportation Provider shall not retain any copies of such data in any form. In no event shall the Transportation Provider destroy any PI without first obtaining the Broker's approval. In the event destruction is permitted, the Transportation Provider shall destroy PI in accord with standards set forth in NIST Special Publication 800-88 Guidelines for Media Sanitization, all applicable state retention laws, all applicable state and federal security and privacy laws and regulations (including the Privacy and Security rules), and all state data security policies including policies issued by EOHHS and the Information Technology Division. All paper copies of PI must be shredded or otherwise destroyed to a degree that will render the copies unreadable, un-usable and indecipherable without the possibility of reconstruction. Within five (5) days of any

permitted destruction, the Transportation Provider shall provide the Broker with a written certification that destruction has been completed in accord with the required standards and that the Transportation Provider and its Subcontractors no longer retain such data or copies of such data. This provision shall also apply to all PI in the possession of the Transportation Provider's Subcontractors, and the Transportation Provider shall ensure that all such data in the possession of its Subcontractors has been returned or destroyed and that no Subcontractor retains any copies of such data in any form, in accord with the Broker's instructions.

B. Transfer Data

Notwithstanding subsection A immediately above, Transportation Provider shall, at the Broker's option upon termination of the Transportation Provider Subcontract for any reason whatsoever, transfer all PI in any form in its possession, or some portion thereof, to a third party identified by the Broker. Such transfer shall proceed in accord with all applicable security standards for transfer of PI set forth in this Section 7 and any other transfer directions provided by the Broker at the time. Within five (5) days of any requested transfer, the Transportation Provider shall provide the Broker with a written certification that the transfer was successfully completed. To the extent that the requested transfer involves only a portion of PI in the Transportation Provider's possession, the Transportation Provider shall, at the Broker's direction, follow subsection A immediately above or subsection C immediately below with respect to the remaining data. This provision shall also apply to all PI in the possession of the Transportation Provider's Subcontractors, and the Transportation Provider shall ensure that all such data in the possession of its Subcontractors is transferred, and that no Subcontractor retains any copies of such data in any form, in accord with the Broker's instructions.

C. Retain Data

1. If the Transportation Provider determines that returning or destroying PI when required under the Transportation Provider Subcontract is not feasible, the Transportation Provider shall provide the Broker with written notification of the conditions that make return or destruction not feasible. If based on the Transportation Provider's representations, the Broker concurs that return or destruction is not feasible, the Transportation Provider shall extend all protections set forth in this Section 7 to all such PI and shall limit further uses and disclosures of such data to those purposes that make the return or destruction of such data not feasible, for as long as the Transportation Provider maintains the data.
2. Notwithstanding subsections A and B above, the Transportation Provider shall, at the Broker's option upon termination of the Transportation Provider Subcontract for any reason whatsoever, retain all PI in its possession, or some portion thereof, upon termination, solely for storage purposes without any authority to use or disclose such PI. In such event, the Transportation Provider shall extend all applicable data protections in this Section 7 and shall not use or disclose such PI for any purpose. Upon termination of such retention period, the Transportation Provider shall, at the Broker's direction, return or destroy such PI in accord with subsection A above, or transfer such data to a third party in accord with subsection B above. This provision shall also apply to all PI in the possession of the Transportation Provider's Subcontractors, and Transportation Provider shall ensure that all such data in the possession of its Subcontractors is retained, transferred, returned or destroyed in accord with the Broker's direction and subsections A, B and C, as applicable in accord with Broker's instructions, and that no Subcontractor retains any copies of such data in any form, in accord with Broker's instructions.

SECTION 8. ADDITIONAL TERMS AND CONDITIONS

Section 8.1 Survival

Notwithstanding any other provision concerning the term of the Transportation Provider Subcontract, all protections and other obligations of the Transportation Provider pertaining to PI and/or Commonwealth Security Information set forth herein shall survive the termination of the Transportation Provider Subcontract and shall continue to apply until such time as all such information is returned or destroyed in accordance with this subsection or, if later, until any outstanding obligation of the Transportation Provider with respect to such information has been satisfied.

Section 8.2 Interpretation.

- A. Any ambiguity in these Transportation Provider Performance Standards shall be resolved to permit EOHHS to comply with the HIPAA Rules, 42 CFR Part 431, Subpart F, M.G.L. c. 66A and any other applicable state or federal law or regulation.
- B. For purposes of these Transportation Provider Performance Standards, (a) the words “include,” “includes” and “including” shall be deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; and (c) the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to these Transportation Provider Performance Standards as a whole. The definitions given for any defined terms in these Transportation Provider Performance Standards shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms.
- C. Unless the context otherwise requires, references herein to: (x) Sections, Attachments and Appendices mean the Sections of, and Attachments and Appendices attached to, these Transportation Provider Performance Standards; (y) an agreement, instrument or other document means such agreement, instrument or other document as amended, amended and restated, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (z) a statute or regulation, including an Applicable Law, refers to that law or regulation as in effect or as amended from time to time and includes any successor legislation or regulation.
- D. The Attachments and Appendices referred to herein shall be construed with, and as an integral part of, these Transportation Provider Performance Standards to the same extent as if they were set forth verbatim herein.

ATTACHMENT G1 (continued)

**TRANSPORTATION PROVIDER PERFORMANCE STANDARDS: ENHANCED
WHEELCHAIR VAN**

SIGNATURE PAGE

I acknowledge that I have read, reviewed and understand all the provisions contained in the “Transportation Provider Performance Standards: Enhanced Wheelchair Van”

I acknowledge that I have received the aforementioned documents and understand that they are incorporated as part of my contract with MART for the provision of transportation services.

I hereby certify to abide by all the conditions, requirements and responsibilities contained in the aforementioned documents.

Signed under the pains and penalties of perjury on this date: _____

Signature of Chief Executive Officer/Owner or Designated Representative

Printed Name of Chief Executive Officer/Owner or Designated Representative

Printed Title

Please indicate below your company’s designated Privacy and Security Officer(s), who will be responsible for compliance with VIII Data Privacy and Security.

Printed Name of Acting Data Privacy and Security Officer #1 (**Required*) _____
Title

Printed Name of Acting Data Privacy and Security Officer #2 _____
Title

Printed Name of Designated Compliance Officer (**Required*) _____
Title

ATTACHMENT H

BROKERAGE TRANSPORTATION PROVIDER ADDITIONAL MART PERFORMANCE STANDARDS

Revised 7/01/2021

A. DEFINITIONS: The following key definitions apply to this document:

Loaded Mile - the distance traveled while a consumer is in the vehicle.

Passenger - is considered the consumer, personal care attendants and/or escorts approved by the Broker.

Taxi/Dial A Ride - Taxi and Dial A Ride services are both considered to be ambulatory services. However, MART considers Taxi trips to be short distances and Dial A Ride is considered to be trips that are of longer distance.

B. The Montachusett Regional Transit Authority (MART) Broker Responsibilities:

1. Use all business services through the Virtual Gateway required by the HST Office and to take all necessary steps to ensure that it and its subcontractors or affiliates have access to all required web-based services that are necessary to perform their respective functions in accordance with the Contract.
2. Qualify Transportation Providers in accordance with the requirements of the HST Office and those developed by MART. MART also cross references the Office of the Inspector General Fraud and Prevention List to ensure that a new Transportation Provider applying to provide services or employees has not been sanctioned. This is also referenced on a monthly basis to ensure that none of the existing Transportation Providers or employees have been added to the list.
3. Check the credentials of any personnel operating under the terms of this Agreement at any time, and demand a replacement personnel for any reason and, where circumstances require.
4. Maintain a record of approved Transportation approval forms such as Transportation Requests (TR's) and Prescription for Transportation (PT-1) Forms for all eligible consumers.
5. Acquire transportation services for all eligible brokerage service transportation consumers via a low-cost, qualified provider bid process and ensure that all transportation is operating in the most efficient, cost effective manner. This could include and but is not limited to consolidation and/or elimination of routes. MART will make every effort to give transportation providers as much notice as possible.
6. Accept all reservations for eligible trips and assign trip requests to qualified Transportation Providers through a competitive bid system via MART's Vendor Portal, Automated Vendor Call Out, HICS, telephone or fax. MART will specify any special requests that pertain to a particular trip, e.g., the need for a lift, the type of wheelchair, the need for assistance, the need for specific equipment, the need for an individual ride, the scheduling of the trip with another concurrent trip or number of allowable escorts.
7. Receive and process all cancellations of trips made directly with the Broker and notify Transportation Providers of cancellations.
8. Monitor Transportation Provider's contract compliance.
9. Establish appropriate procedures for verifying and ensuring that any particular consumer trip has been performed in a timely and otherwise satisfactory manner by any Transportation Provider.

10. Bill the appropriate agency for services rendered and receives payment through the appropriate agency in accordance with the agency's billing procedures.
11. Be solely responsible for reimbursing allowable payments to Transportation Providers for providing approved transportation services. The Broker shall reimburse Transportation Providers within forty-five (45) days from date the Broker receives an approved finalized invoice. MART will finalize all vendor invoices within six (6) business days of the close of each billing cycle. The Broker is not responsible for reimbursing Transportation Providers for trips not authorized by the Broker; trips canceled, or trips not provided due to transportation provider and/or consumer error. Payments may be delayed due to incorrect invoicing or late submittal of invoices.
12. Reserves the right to implement changes or adjustments to scheduling procedures/practices, submittal of rate procedures/practices, invoicing procedures/practices and related documentation and will post an announcement via the Vendor Portal at least three (3) days prior to implementation.
13. Reserves the right to request a change or removal of operator/driver or other Transportation Provider personnel for any reason.

C. Responsibilities of the Transportation Provider:

1. Additional Defined Driver Requirements

- a. **DEMAND RESPONSE** - Require for all round trips, that drivers provide consumers with written information pertaining to the Transportation Provider's company name and the phone number to call for their return trip.
- b. **UNIVERSAL** - Drivers must be at least 19 years of age, have completed all training, have a valid Massachusetts Driver's License (or valid license from a contiguous state) appropriate to the type of vehicle they will be operating and a minimum of 1 year of current driving experience within the United States (US), including experience driving multi-passenger vehicles.
- c. **UNIVERSAL** – If an emergency arises and the use of a cell phone is required, the vehicle must be stopped in a safe location to allow for safe usage.

2. Additional Defined Vehicle Requirements

- a. All registration and license plate information must match the current inspection sticker on the vehicle. Any vehicle in service that does not meet this requirement will be removed from all work related to contract.
- b. **UNIVERSAL**> Subject to subsection F.3 in the transportation provider performance standard as applicable, maintain Auto liability insurance on all vehicles used under the Transportation Provider Subcontract at a level that meets or exceeds the insurance level required by the Broker as modified above. Required minimum limits on vehicles with a seating capacity of 9 or greater (including driver) can be satisfied with the combined Business Auto policy and Umbrella/Excess liability policy limits.
- c. The Commonwealth of Massachusetts, EOHHS, the HST Office, Montachusett Regional Transit Authority, and their respective officers, directors, employees, any Brokerage covered Agencies, and its agents shall be named as "additional insured's" on the required Automobile and Umbrella/Excess liability Policies, which coverage must be primary and noncontributory with respect to these additional insured's.

- d. Waiver of Subrogation Clause shall be added to the Workers' Compensation and Employers' Liability policies in favor of HST/Broker.
- e. The transportation provider's insurance coverage must meet the following additional requirements:
 1. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the transportation provider.
 2. The Commonwealth of Massachusetts, EOHHS, the HST Office, Montachusett Regional Transit Authority, and their respective officers, directors, employees, any Agency, and its agents shall be defended, indemnified and held harmless to the fullest extent of any coverage actually secured by the transportation provider in excess of the minimum requirements set forth above. The duty to indemnify the Commonwealth of Massachusetts, EOHHS, the HST Office, Montachusett Regional Transit Authority, and their respective officers, directors, employees, any Agency, and its agents under this contract shall not be limited by the insurance required in this contract.
 3. The insurance required in this contract, through a policy or endorsement(s), shall include a provision that the policy and endorsement(s) may not be cancelled or modified without thirty (30) days' prior written notice to Montachusett Regional Transit Authority.
 4. Failure to provide insurance as required in this contract may be deemed a material breach of the contract entitling Montachusett Regional Transit Authority to terminate this contract. The transportation provider shall furnish the required certificates of insurance and the requisite additional insured endorsements to Montachusett Regional Transit Authority before work commences under this contract.
- f. When adding a new or reactivating any Wheelchair vehicle, they cannot be used for any MART work until they have passed MART inspection. If you submit a vehicle log containing a new or reactivated wheelchair van, one of our inspectors will contact you to schedule an inspection. If the inspection is passed you will be notified when the vehicle(s) can be utilized on the MART contract.

3. Additional General Business – In addition to Attachment H, Appendix 1 Transportation Provider Performance Standards; I., B., 1 the following will apply:

UNIVERSAL - To the fullest extent permitted by law, the Transportation Provider shall indemnify, defend, and hold harmless the Commonwealth of Massachusetts, including, without limitation, EOHHS, the HST Office, Montachusett Regional Transit Authority, and their respective officers, directors, employees, any Agency, and its agents (“Indemnified Parties”) from and against all claims, damages, demands, losses, expenses, fines, causes of action, suits or other liabilities, (including all costs of reasonable attorneys' fees, consequential damages, and punitive damages), arising out of or resulting from, or alleged to arise out of or arise from, the performance of the Transportation Provider, its agents, officers, employees or subcontractors under this contract whether such claim, damage, demand, loss or expense is attributable to bodily injury, personal injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from; Such indemnity obligation shall not be in derogation or limitation of any other obligation or liability of the Transportation Provider, its agents, officers, employees or subcontractors contained in this Subcontract. This provision shall survive the termination of the Transportation Provider Subcontract. The Transportation Provider (Subcontractor) shall be liable to the “Indemnified Parties” for all costs incurred as a result of any failure of Subcontractor, or any of its suppliers or subcontractors of any tier, to perform.

4. Administrative

- a. Transportation Providers are required to update information annually as requested by the broker. **Updated employee and vehicle logs along with proper credentials (per Credential Attestation) are required to be sent to MART as changes are made.**
- b. Required to obtain a seven (7) year Registry of Motor Vehicle (RMV) history report, if applicable, on all drivers, either the attested or unattested version, from the Massachusetts Registry of Motor Vehicles. If the driver does not have seven (7) year's driving history in Massachusetts, then it is the responsibility of the Transportation Provider to obtain the equivalent driving history records required from the other state(s).
- c. Transportation Providers are required to submit a copy of an annually updated Certificate of Good Standing from the Department of Revenue to confirm that their company is in good standing with any and all returns due and taxes payable to the Commonwealth.
- d. Transportation Providers are required annually to fill out the Mass Health Federally Required Disclosure form (Attachment J) in order to be eligible to continue as a MART Brokerage Transportation Provider.
- e. Transportation Provider employees that are removed from all MART work should have no contact of any kind with agency consumers that are transported under the MART contract.
- f. Requests for information and backup documentation must be submitted to MART in a timely manner and must be true and accurate. Failure to respond to requests or providing false information may result in fines, contract suspension and/or contract termination.
- g. Receive trip scheduling from the Broker electronically via MART's Vendor Portal, DDS Portal, HICS, telephone, fax or Automated Vendor Call Out.
 1. **UNIVERSAL** - Transportation Providers must have internet access at all times.
 2. **DEMAND RESPONSE** - Trips will be stamped with loaded mileage and fare for trip at the time of posting to the Vendor Portal or through the Automated Vendor Call Out. Any dispute to the mileage and/or fare of the trip must be addressed by the Transportation Provider **prior to** acceptance of the trip. No increase to the mileage or fare will be accepted during the invoicing period.
 3. **DEMAND RESPONSE** - Transportation Providers must accept or decline work via the Vendor Portal daily following the schedule defined by the Broker. Any work that has not been accepted via the Vendor Portal will be removed at an established time set by the Broker. The Broker reserves the right to adjust the timeframe that offered work will remain unaccepted on the Vendor Portal. MART will post an announcement via the Vendor Portal at least three (3) days prior to any changes to current practice. The Broker recognizes the following holidays: New Year's Day, Martin Luther King Jr. Day, Presidents Day, Patriots Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day; the office will be closed, therefore, Transportation Providers are required to accept offered work via the Vendor Portal accordingly and download their work. **Failure to accept or decline assigned work on the Vendor Portal may result in a reduction of the Transportation Providers capacity of trips offered by MART.**

4. **DEMAND RESPONSE** - Transportation Providers returning work that has previously been accepted by the Transportation Provider are subject to fines and/or reduction of work, or other disciplinary action.
- h. **DEMAND RESPONSE** - Transportation Providers temporarily closing their offices and not accepting work for any given timeframe must provide written notification to the Broker at least one week prior to closing date. If a temporary closing exceeds more than a thirty (30) day period, the Transportation Provider will be required to follow-up with further written documentation as to their intentions. If follow-up documentation is not received and agreed to by MART, then the Broker will proceed with contract termination.
- i. **PROGRAM BASED-** Transportation providers returning routes that were awarded to them must adhere to the “Without Cause” termination clause and provide a minimum of 60 day written notice. Although the provider is responsible for continuing to provide services for said route(s) during the 60-day period, MART will make every attempt to get said route(s) reassigned as soon as possible.
- j. **DEMAND RESPONSE** - Receive and process cancellations from the Broker or Consumers. Notify the Broker immediately via the Vendor Portal of any cancellations, no shows or cancel upon arrivals.
- k. **UNIVERSAL** - Treat all consumer information as confidential in accordance with Mass. Gen. Laws c. 66A, and any other applicable privacy or security law or regulation (state or federal) governing Transportation Provider’s use, disclosure, and maintenance of any PI under the Transportation Provider Subcontract, including for example, 42 CFR Part 431, Subpart F, Mass. Gen. Laws c. 93H and Executive Order 504 and the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- l. **UNIVERSAL** - Maintain records for seven (7) years on the following information. This information will include but is not limited to:
 1. Driver/Trips log, copy of driver’s license, CORI, RMV, training certificates, etc.
- m. **UNIVERSAL** – In the event that a Transportation Provider has a certified trainer on staff the training must be approved by MART to ensure that it meets all contractual requirements. Transportation Provider’s may conduct in-house training only for trainings that do not require a certified trainer. Instructor must have specific training certification or have been trained annually by a certified instructor prior to that individual providing training to drivers, monitors and other personnel as indicated in Attachment K.
- n. **DEMAND RESPONSE** - Utilize a Scheduling Grid System which will break down Transportation Provider’s assignment capacity to determine the provider’s availability. The Transportation Provider shall have the ability to modify their capacity. MART reserves the right to adjust Transportation Provider’s capacities based on performance statistics, quality of service and availability.
- o. **UNIVERSAL** - Required to have a representative attend mandatory conferences, meetings and trainings as requested by the Broker.
- p. **DEMAND RESPONSE** - Required to respond in writing to Broker Passenger Service Reports within 48 hours via MART’s Vendor Portal. However, verbal reports and /or responses may be required immediately. Failure to respond to the Passenger Service Report by the designated deadline or immediate requests for information will result in fine(s) or further disciplinary action.

- q. **DEMAND RESPONSE** - Required to report immediately to the Broker any service complaints received.
- r. **DEMAND RESPONSE** - Required to notify the Broker immediately by telephone of all circumstances of client misconduct and follow-up in writing via MART's Vendor Portal.
- s. **UNIVERSAL** - Provide the Broker and consumers with a Massachusetts or a toll free telephone number.
- t. **UNIVERSAL** - The Transportation Provider will be required to submit to MART a Certificate of Insurance naming MART as a certificate holder and contain the following language in the Description of Operations/ Locations/Vehicles/Special items box: The Commonwealth of Massachusetts, EOHHS, the HST office, Montachusett Regional Transit Authority (MART) and their respective officers, directors, employees of any agency, and it's agents is an additional insured with respects to the transportation services provided by the insured, where required by written contract.
- u. **UNIVERSAL** - The Transportation Provider will be required to submit to MART updated Certificates of Insurance to the contract department no later than 12PM, three (3) business days prior to the expiration date of current policy. If the updated certificate is not received by the deadline, then effective at 1PM on that date, the transportation provider's work will be reassigned and provider will be placed on hold until MART is able to verify compliance. Transportation providers should have insurance agents email updates directly to MART at Brokeragebus@mrta.us
- v. **UNIVERSAL** - The Transportation Provider shall notify MART in writing within five (5) business days of any transfer of such duties to other persons within its organization relative to the Data Privacy and Security Standards and CORI certified individual.
- w. **UNIVERSAL** -The Transportation Provider is required to have a signed release of information form from their employees on file (Attachment O). According to the contract specifications the Transportation Providers are required to share employee information and credentials with the Broker, HST and funding agencies. This form will be reviewed by the inspectors for compliance during office audits.

5. Invoicing

- a. **UNIVERSAL** - Submit accurate invoices to the Broker electronically (via Vendor Portal) either twice per month or monthly depending on that program's billing cycle in the deadlines assigned by the broker, all providers are required to submit their invoices to MART within two (2) business days following the close of each billing cycle. Transportation Providers will be required to have computer software capable of downloading a CSV file (hard copy for your files).
- b. **UNIVERSAL** - Submit invoices with an invoice cover sheet. The cover sheet can also be sent via Vendor Portal with electronic signature capability. This electronic signature sent via Vendor Portal represents an original signature and is accepted by both parties. This will be indicated as such on the invoice cover sheet.
- c. **UNIVERSAL** - Bill the Broker only for actual trips provided, no shows or trips canceled upon arrival **will not** be reimbursed.
- d. **UNIVERSAL** - Bill the Broker accurately. Fraudulent billing, which will include trips audited by the state's provider compliance unit and determined to be fraudulent, will result in disciplinary

action to the Transportation Provider, recoupment of trip payments paid to vendor, additional fines, suspension, possible prosecution and/or termination of contract.

- e. **PROGRAM BASED** Although paid a route price per day, routes are only fully funded if attendance is accurate. Please refer to Program Based Attendance Attestation. Failure to accurately reflect attendance will result in (at minimum) recoupment of the trip average of all improperly invoiced trips. In addition, this could result in fines, suspension, possible prosecution and/or termination of contract.
- f. **DEMAND RESPONSE** - Bill the Broker appropriately and as per agreement for shared ride groups. The Broker will only pay mileage rates for the total loaded mileage for a shared ride group. The total cost of the shared ride group will be divided equally among all consumers in the group. The loaded mileage and fare for the shared ride group will be stamped at the time of assignment to the Transportation Provider and will remain in effect for the duration of the shared ride group. Any significant changes to the group will result in the Broker re-evaluating the group. The total cost of the shared ride group must be less than the total cost to transport the shared consumers separately.
- g. **DEMAND RESPONSE** - Bill the Broker accurately. The Broker will report any invoicing of services not provided (fraudulent billing) to Mass Health and may be forwarded by Mass Health to the Mass Health Fraud unit and the Attorney General's office. Fraudulent billing will result in disciplinary action to the Transportation Provider, such as fines, suspension, possible prosecution and/or termination of contract.

D. Reporting Requirements

1. **UNIVERSAL** – Transportation Providers will be required to submit to the Broker additional reporting information on a monthly basis. These are not required to be exact numbers, what we are looking for is percentages based on your monthly invoices to MART for the brokerage services you provided. As an example for the items below 11% for Vehicle Maintenance; 2 % for Facility Maintenance & 13% for General Administration
 - Vehicle Operations – Example: driver, dispatcher, monitor salaries and fuel for vehicles.
 - Vehicle Maintenance – Example: Mechanic, Oil, Preventative Maintenance
 - Facilities Maintenance – Example: cleaning, general maintenance, trash removal
 - Capital Lease- cost of leased vehicles or building (if ANY)
 - Administration – Office staff salaries, vehicle and/or property insurance, utilities, miscellaneous

E. Reimbursement For Service:

1. **UNIVERSAL** - Transportation Providers will be reimbursed by the Broker for provision of authorized services based on the Transportation Provider's rate structure. The Broker shall reimburse Transportation Providers within forty-five (45) days from date the Broker receives an approved finalized invoice. As previously described, provider invoices are due to MART two (2) business days following the close of each billing cycle and MART will finalize all provider invoices within six (6) days following the close of each billing cycle. Please note the only payment structure the broker utilizes for Transportation Providers is EFT.
 - a. **DEMAND RESPONSE** - Rate adjustments can be submitted on a quarterly basis (rates submitted in June will be applied to July, August and September; rates submitted in September will be applied to October, November and December etc.). MART currently downloads fourteen

(14) days of trips in advance to process through the vendor portal assign, as a result, the historical time lines for submitting and uploading rate changes requires adjustment. Rate changes must be submitted via MART's Vendor Portal by the 6th of the preceding month. The rates adjustments will be available for the Transportation Provider's to download and sign electronically on the 7th and must be received by MART by close of business on the 12th of the month. All processed rates adjustments will be applied fourteen (14) days prior to the month's end. Monthly rate changes will not apply to existing standing order trips and shared ride groups. Rate adjustments will not be accepted during the month of June in the final year of the current contract as the broker will be processing contract renewals. Rate changes will be accepted for the July 1st contract renewal by a date designated by the broker.

- b. **DEMAND RESPONSE** – Transportation providers have the right to adjust demand response rates on a quarterly basis only. No other rate negotiations will be entered into outside of contracted rates unless the broker is requiring a special service be provided.
- c. **DEMAND RESPONSE** – Transportation providers have the right to add/remove cities/towns quarterly as well. If a provider does not expect to transport from a particular city/town, you should **not** supply rates for that city/town. Continued non-acceptance of trips for specific city(ies) or town(s) and/or area may result in removal of those rates by MART.
- d. **DEMAND RESPONSE** - Standing Order Trips will be stamped with the loaded mileage and fare at time of assignment and will remain in effect for the duration of the standing order.
- e. **DEMAND RESPONSE** - The Broker reserves the right to re-assign daily trips/standing order trips and shared ride groups with minimal notification to the vendor.

F. Service Standards:

- a. **DEMAND RESPONSE** - Shared ride groups implemented by MART must be adhered to. A Transportation Provider must receive prior approval from a MART representative before changing and/or separating a shared ride group. All shared rides must be noted as such on submitted invoices. This means that vehicles may be routed to pick-up or drop-off consumers' en-route to other consumer(s)' origins or destinations in order to allow a greater number of consumers to be carried with available vehicles. The Broker reserves the right to limit shared rides if they create excessive travel time for consumers or are otherwise deemed not to be in the best interests of the Consumer. Consumer travel time on the vehicle cannot exceed one and one-half (1 ½) hours.
- b. **UNIVERSAL** - Consumers shall be picked up on a timely basis and arrive to scheduled appointments on time. Transportation Providers must notify the Broker prior to scheduled pickup if their vehicle is going to be late.
- c. **DEMAND RESPONSE** - Consumers shall be picked up within one (1) hour of their phone call for return trips; this only applies to "will calls for return trips." If the consumer has a set return time, the Transportation Provider must notify the Broker prior to scheduled pick up if their vehicle is going to be late.
- d. **DEMAND RESPONSE** - Personal Care Attendants (PCAs) and authorized escorts ride at no charge.
- e. **UNIVERSAL** - Trips must be provided only to addresses authorized by the Broker.

- f. **UNIVERSAL** - The Broker reserves the right to require on-going evaluation procedures. Non-performance or deterioration of quality of service may result in disciplinary action, reduction of work, suspension and/or contract termination.
- g. **UNIVERSAL** - The Broker will monitor equipment and service performance.
- h. **UNIVERSAL** - The Broker reserves the right to refuse payment for service that is late, of poor quality, or violates contract.
- i. **UNIVERSAL** - Quality of service issues on behalf of the Transportation Provider will result in warnings, fines and additional administrative actions such as re-trainings, etc. Severe or continued violations of contract standards may result in reduction of work, suspension and/or contract termination.
 - 1. Transportation Providers may appeal fines within 10 days from the date of the fine letter. All appeals must be submitted in writing.
- j. **DEMAND RESPONSE** - Children traveling without parents or escorts shall not be grouped with other adults. These children may only be transported separate and direct or grouped with other children traveling without parents or escorts unless otherwise specified.
- k. **UNIVERSAL** - Consumers shall not be asked to cover tolls, parking fees, etc.
- l. **PROGRAM BASED** – As soon as it is determined that a caregiver is not home to receive a consumer, the protocol is as follows, the driver must call dispatch, and the dispatcher is to contact the appropriate MART staff. MART will then contact the necessary parties and give directives to the dispatcher on how the driver is to proceed.
- m. **UNIVERSAL** – The following additional fines for contract violation by transportation providers related to Transit Operations will result in liquidated damages.
 - 1. If after being notified by MART (the Broker), the Transportation Provider fails to appropriately schedule transportation for a consumer (being the consumer, their representative or medical provider) who has documented that the consumer may not be transported with others (shared ride or multi-loading), MART will assess liquidated damages of \$1,000 per occurrence against the Transportation Provider.
 - 2. If the Transportation Provider has been excluded from Medicaid or any other federal health care program for fraud or abuse and has not properly notified MART (the Broker), MART will assess liquidated damages in the amount of \$5,000.
 - 3. If a consumer’s wheelchair is not properly secured during transportation resulting in consumer injury, MART will assess liquidated damages of \$5,000 per occurrence.
 - 4. If a consumer has waited over 45 minutes for a pick up for non-urgent scheduled transportation, MART will assess liquidated damages of \$100 per occurrence. If a consumer has waited over 3 hours, MART will assess liquidated damages of \$500 per occurrence. MART will not assess liquidated damages if the occurrence at issue is attributable to unanticipated weather conditions, a natural disaster, or other forces beyond the Transportation Provider or driver’s control at the sole determination of MART.

G. MART's Transportation Provider Performance/Corrective Action Plan Procedures:

DEMAND RESPONSE – MART's Quality Assurance Department will follow this defined process:

1. Transportation Provider's having one (1) month of falling below the required adherence of 1% of complaints relative to the number of scheduled trips. Non-compliance will result in a written warning via e-mail informing the Transportation Provider they are now under a performance review that could result in reduced capacities of work being offered to the provider.
2. Transportation Provider's that have not improved their adherence following the close of the 2nd month will receive verbal, as well as written email communication placing the company on a sixty (60) day Performance /Corrective Action Plan. This plan will include a reduction of company's trip capacities to 80% beginning at the start of the 3rd month. The company's performance will be under continued review for the next two months. Transportation Provider's that meet MART's adherence for sixty (60) days will have their capacities restored to original capacities with continued monitoring.
3. Transportation Providers who have failed to meet the adherence requirements following the 80% reduction, will receive verbal and written email communication informing the company of an additional capacity reduction effective with the beginning of the 4th month. The additional capacity reduction will bring the company to 50% of the company's originally submitted capacity. The company's performance will be under continued review for the next two months. Transportation Provider's that meet MART's adherence for 60 days will have their capacities restored to 80 % state with a follow up with continued monitoring.
4. Transportation Provider's failing to meet the adherence following the reduction to 50% of originally stated capacities will result in a full review by MART's Quality Assurance Department. This review could result in suspension of work for a period of fifteen (15) to thirty (30) days and/or termination of contract to provide services due to continue poor performance.

Transportation Provider's will be kept informed throughout the process

- H. DEMAND RESPONSE - Vehicles must be equipped with GPS technology that tracks, monitors, and reports the driver and vehicle's location and shares this information with the Broker and EOHHS in real-time or near real-time. The GPS technology shall accurately report on the vehicle's actual arrival time at pick-up and drop-off locations; Transportation Providers must maintain 90% or greater of their total confirmed trips performed with the required GPS data sent to the Broker and EOHHS in real-time or near real-time.
- a. Failure to meet 90% or greater of confirmed trips performed with the required GPS data that is sent to the Broker and EOHHS in real-time or near real-time will result in warnings, fines and/or additional administrative actions. Severe or continued violations of contract standards may result in reduction of work, suspension and/or contract termination.

ATTACHMENT H (continued)

BROKERAGE TRANSPORTATION PROVIDER ADDITIONAL MART PERFORMANCE STANDARDS

SIGNATURE PAGE

I acknowledge that I have read, reviewed, and understand all the provisions contained in the “Brokerage Transportation Provider Additional MART Performance Standards”.

I acknowledge that I have received the aforementioned documents and understand that they are incorporated as part of my contract with MART for the provision of transportation services.

I hereby certify to abide by all the conditions, requirements and responsibilities contained in the aforementioned documents.

Signed under the pains and penalties of perjury on this date: _____

Signature of Chief Executive Officer/Owner or Designated Representative

Printed Name of Chief Executive Officer/Owner or Designated Representative

Printed Title

ATTACHMENT I

TRANSPORTATION PROVIDER ACCOUNTABILITY AND COMPLAINT PROCEDURE

I. Overview:

This policy sets forth the procedure MART follow use in responding to consumer complaints and the contract actions MART may take against the Transportation Provider (Provider) if the complaint is verified and MART determines that the Provider has not met the performance standards set forth in the Agreement.

II. Complaint:

MART will review all complaints received whether the complaint is verbal or in writing, and whether the complaint is from the consumer or from a secondary source.

III. Investigation:

MART will investigate all complaints received. MART will require the Provider to submit an Incident Report responding to the complaint. The Provider's response will be placed in the Provider's performance file. A MART supervisor must sign off on all Incident Reports submitted.

If one of the following occurs, no further investigation into the allegations contained in the complaint may be necessary:

- The Provider admits to the facts of a violation of MART policies
- There is objective evidence of a violation of MART policies (GPS tracking data, etc.)
- MART Staff witnesses the violation.

If none of the above occur, MART may seek additional information from other sources during its investigation into the allegations contained in the complaint. Those sources may include but are not limited to, the police, facility staff, health care provider staff and consumers.

IV. Substantiated Complaint

If a complaint is substantiated, the action taken by MART to address the concerns raised in the complaint, will depend upon the nature of the complaint and the number of past infractions by the Provider. MART has divided violation of contract standards into two types, Type A and Type B as set forth below for guidance. The type of action taken against a Provider by MART if a complaint is substantiated is discretionary regardless of the type of infraction.

Type A Violations

Type A violations are considered to be shortfalls in management performance that do not pose an immediate risk to the health and well-being of consumers. These violations may negatively affect the financial integrity of operations and state reporting. The violations may be unintentional and do not have to be systemic. MART will look to the number of violations per year in determining potential action to take against a Provider.

Type A violations may include, but are not limited to, the following:

- Failure to submit billing invoices/trip verifications accurately within timeframe set forth
- Failure to furnish current & accurate vehicle and personnel lists within timeframe set forth
- Failure to fulfill Information Requests within timeframe set forth
- Failure to complete previously accepted trip assignments
- Failure to ride share whenever possible
- Failure to ensure all vehicles pass inspection/meet contract specifications
- Failure to properly suspend services in inclement weather
- Failure to maintain communications at all times vehicles are in service

- Failure to conduct operations in proper attire
- Failure to obtain MART authorization before making changes to clients' routes/schedules
- Failure to retain data/files for required period of time (i.e. 7 years)
- Failure to speak English sufficiently enough to effectively communicate with clients & facilities

First Type A Violation: Potential action for the first violation within a contract year may include the following:

- \$150 fine
- Trip Value Fine
- Route Value Fine
- Action Plan Requirement
- Written Warning to Provider
- Notice to Provider's file
- Training Requirement
- Active Monitoring
- Brokerage Follow up
- Loss of consumer

Two or More Violations: Potential action for two or more Type A violations within one contract year **or** failure to properly retain/maintain records in paper or electronic form for 7 years may include the following:

- \$300 fine
- Trip Value Fine
- Route Value Fine
- Action Plan Requirement
- Written Warning to Subcontractor
- Notice to Provider's File
- Training Requirement
- Active Monitoring
- Brokerage Follow up

****MART reserves the right to adjust the fine structure and potential contract actions, based on the severity and/or frequency of the violation(s).**

Type B Violations

Type B violations include shortfalls in management performance that may negatively affect the health and well-being of consumers. Type B violations may be unintentional do not have to be systematic.

Type B violations may include, but are not limited to, the following:

- Failure to safely board, secure, transport, monitor, supervise and debark consumer
- Failure to ensure all consumers are properly restrained (i.e. seatbelts, wheelchair securements, harnesses)
- Failure to release consumer to authorized person (Program-Based)
- Failure to only operate vehicles approved by MART to transport clients
- Failure to hire personnel who meet all contract qualification requirements
- Failure to contact consumers in an authorized and appropriate manner
- Failure to follow proper incident reporting and processing procedures
- Failure to maintain constant supervision of consumer (except when program staff is available)
- Failure to assign monitors (Program-Based)
- Failure to ensure all vehicles are well maintained meet all MART/State-mandated safety requirements
- Failure to obey traffic laws while transporting clients
- Failure to obtain and provide documentation of proper training
- Failure to maintain Workers' Compensation Insurance
- Failure to maintain vehicle insurance with contractually required coverage limits
- Failure to maintain confidentiality of personal information
- Failure to ensure data confidentiality and security
- Failure to have qualified backup drivers & vehicles available
- Failure to comply with and implement changes in state laws
- Failure to correct negative inspection findings within timeframe set forth
- Failure to provide on-time transportation
- Failure to transport (no-show)

First Type B Violation: Potential action for the first violation within a contract year may include the following:

- \$250 Fine
- Trip Value Fine
- Route Value Fine
- Loss of consumer
- Loss of Route
- Action Plan
- Written Warning to Subcontractor
- Notice to Provider's File
- Active Monitoring
- Brokerage Follow up

Two or More Violations: Potential action for two or more Type B Violations within a single contract year may include the following:

- \$500 Fine
- Trip Value Fine
- Route Value Fine

- Loss of consumer
- Action Plan
- Written Warning to Provider
- Notice to Provider's File
- Active Monitoring
- Brokerage Follow up
- Reduction in services
- Type B violation notice in Performance One Year Contract Files
- Potential Suspension
- Potential Termination

****MART reserves the right to adjust the fine structure and potential contract actions, based on the severity and/or frequency of the violation(s).**

Action Plan: If a complaint is substantiated and MART requires the Provider to submit an Action Plan as set forth above, the Action Plan should outline steps the Provider will take to prevent another similar type incident. MART may require the Action Plan to include some or all of the following:

- Training of subcontractor management or operating personnel
- Inspection/re-inspection of vehicles at MART's location
- Preparation of written procedures to correct issues
- Production of documentation concerning disciplinary actions taken
- Development of an effective hiring plan to reduce turnover
- Demonstration of a required safety function such as the securing of a wheelchair at a location decided upon by MART
- Development of a safety plan. It is at MART's discretion to determine other requirements as deemed appropriate.

V. Unsubstantiated complaints

Even if a complaint is not substantiated, MART may decide to separate the consumer who complained from the Transportation Provider if doing so is in the best interest of the consumer or the Provider.

VI. Reporting:

If a complaint is substantiated, MART may be required to report the incident to the Human Service Transportation Office (HST). MART will notify HST of all major incidents immediately upon learning of them.



Disclosure Form for Entities

Commonwealth of Massachusetts | Executive Office of Health and Human Services | mass.gov

As set forth in 42 CFR §§ 455.100-106, MassHealth providers, managed care entities (MCEs), fiscal agents, and other disclosing entities seeking to provide MassHealth services (including Accountable Care Organizations (ACOs)), must disclose information regarding business ownership and control, business transactions, and criminal convictions, including submission of all relevant tax identification numbers (TINs), (e.g., social security number (SSN) or federal employer identification number (FEIN)) in order to ensure proper administration of the MassHealth program.

As set forth in 42 CFR § 455.101, MCEs include the following (as defined in 42 CFR § 438.2).

- Health Insuring Organization (HIO)
- Prepaid Inpatient Health Plan (PIHP)
- Managed Care Organization (MCO)
- Primary Care Case Manager (PCCM)
- Prepaid Ambulatory Health Plan (PAHP)

The MassHealth agency may at its discretion disapprove a provider contract, and may terminate an existing contract, if the provider fails to disclose any information in accordance with the provisions of 130 CMR 450.222, 130 CMR 450.223, or 42 CFR §§ 455.100–106, 42 CFR § 455.436, 42 CFR § 1002, or as otherwise required by state or federal law (See 130 CMR 450.227).

NOTE: All sections of this form must be completed.

Unless otherwise instructed by MassHealth, all MCEs, fiscal agents, and other disclosing entities, including ACOs, must use this form when disclosing such information to MassHealth upon:

- enrollment
- re-enrollment (following disenrollment from MassHealth)
- revalidation
- a change in managing employee(s)
- a change of ownership or control interest
- at the request of MassHealth
- any subsequent change(s) to any of the information stated on this form in accordance with 130 CMR 450.223(B)

CONTACT INFORMATION FOR INDIVIDUAL COMPLETING THIS FORM

Name	
Tel.	Email

DEFINITIONS

The following definitions provided here for reference are found at 42 CFR § 1001.2, 42 CFR § 455.101 and 130 CMR 450.221.

Agent: any person who has been delegated the authority to obligate or act on behalf of a provider.

Disclosing Entity: a Medicaid provider (other than an individual practitioner or group of practitioners), or a fiscal agent.

Familial Relationship: parent, child, sibling, or spouse.

Fiscal Agent: a contractor that processes or pays vendor claims on behalf of the Medicaid agency.

Group of Practitioners: two or more health care practitioners who practice their profession at a common location (whether or not they share common facilities, common supporting staff, or common equipment).

Immediate Family Member: a person's husband or wife; natural or adoptive parent; child or sibling; step-parent, stepchild, stepbrother or stepsister; father-, mother-, daughter-, son-, brother- or sister-in-law; grandparent or grandchild; or spouse of a grandparent or grandchild.

Indirect Ownership Interest: an ownership interest in an entity that has an ownership interest in the disclosing entity. This term includes an ownership interest in any entity that has an indirect ownership interest in the disclosing entity.

Managed Care Entity (MCE): managed care organizations (MCOs), PIHPs, PAHPs, PCCMs, and HIOs, as defined by 42 CFR §455.101.

Managing Employee: a general manager, business manager, administrator, director, or other individual who exercises operational or managerial control over, or who directly or indirectly conducts the day-to-day operation of an institution, organization, or agency.

Member of Household: with respect to a person, any individual with whom he or she is sharing a common abode as part of a single family unit, including domestic employees and others who live together as a family unit. A roomer or boarder is not considered a member of household.

Other Disclosing Entity (ODE): any other Medicaid disclosing entity and any entity that does not participate in Medicaid, but is required to disclose certain ownership and control information because of participation in any of the programs established under Title V, XVIII, or XX of the Act. This includes (a) any hospital, nursing facility, home health agency, independent clinical laboratory, renal disease facility, rural health clinic, or health maintenance organization that participates in Medicare (Title XVIII); (b) any Medicare intermediary or carrier; and (c) any entity (other than an individual practitioner or group of practitioners) that furnishes, or arranges for the furnishing of, health-related

services for which it claims payment under any plan or program established under Title V or Title XX of the Act.

Ownership Interest: the possession of equity in the capital, the stock, or the profits of the disclosing entity.

Person with Ownership or Control Interest: A person or corporation that (a) has an ownership interest totaling five percent or more in a disclosing entity; (b) has an indirect ownership interest equal to five percent or more in a disclosing entity; (c) has a combination of direct and indirect ownership interests equal to five percent or more in a disclosing entity; (d) owns an interest of five percent or more in any mortgage, deed of trust, note, or other obligation secured by the disclosing entity if that interest equals at least five percent of the value of the property or assets of the disclosing entity; (e) is an officer or director of a disclosing entity that is organized as a corporation; (f) is a partner in a disclosing entity that is organized as a partnership, or (g) owns directly or indirectly an interest of five percent or more in any real property leased to a disclosing entity for use as a nursing facility, rest home, or hospital.

An individual is deemed to own any beneficial interest owned directly or indirectly by or for his or her minor children or spouse.

Significant Business Transaction: any business transaction or series of transactions that, during any one fiscal year, exceed the lesser of \$25,000 or five percent (5%) of a provider's total operating expenses.

Subcontractor: (a) an individual, agency, or organization to which a disclosing entity has contracted or delegated some of its management functions or responsibilities of providing medical care to its patients; or (b) an individual, agency, or organization with which a fiscal agent has entered into a contract, agreement, purchase order, or lease (or leases of real property) to obtain space, supplies, equipment, or services provided under the Medicaid agreement.

Supplier: an individual, agency, or organization from which a provider purchases goods and services used in carrying out its responsibilities under Medicaid (e.g., a commercial laundry, a manufacturer of hospital beds, or a pharmaceutical firm).

Wholly Owned Supplier: a supplier whose total ownership interest is held by a provider or by a person, persons, or other entity with an ownership or control interest in a provider.

SECTION 1: Disclosing Entity Service Location / "Doing Business As" (SL/DBA) Name

Enter the SL/DBA name, address, and all other information requested below, applicable to this service location (SL) where services will be provided or are currently provided to MassHealth **members**.

Disclosing Entity SL/DBA Name		
Address (Street, Building or Suite)		
City, State & Zip Code		
NPI	PID/SL (for existing MassHealth providers)	FEIN

SECTION 2: Ownership or Control Interest in Disclosing Entity

List any individual or corporation with an ownership or control interest in the disclosing entity. Instructions for determining ownership or control percentages can be found at 42 CFR § 455.102 and 130 CMR 450.221(B).

Individuals must provide their home address. Corporations must list, as applicable, their primary business address, all business locations, corporate addresses, and P.O. Box addresses.

Which of the Ownership or Control Interest describes you (select one): <input type="checkbox"/> Ownership interest, <input type="checkbox"/> Control interest, <input type="checkbox"/> Both.			
Name of Individual or Corporation	Board of directors (if individual) <input type="checkbox"/> Yes <input type="checkbox"/> No	Date of Birth (if individual) (MM/DD/YYYY)	
Address (Home Address if Individual; Primary Business Address if Corporation)		City, State & Zip Code (9 digit)	
SSN (if individual)	FEIN (if corporation)	% of Ownership	NPI (<input type="checkbox"/> check the box if None)

For Individuals Only: If the individual listed above is related as a parent, child, sibling, or spouse to another person with an ownership or control interest in the disclosing entity, complete the following: Name of other person with ownership or control interest and relationship to the individual listed above (check one)

1. _____	<input type="checkbox"/>	parent	<input type="checkbox"/>	child	<input type="checkbox"/>	sibling	<input type="checkbox"/>	spouse
2. _____	<input type="checkbox"/>	parent	<input type="checkbox"/>	child	<input type="checkbox"/>	sibling	<input type="checkbox"/>	spouse
3. _____	<input type="checkbox"/>	parent	<input type="checkbox"/>	child	<input type="checkbox"/>	sibling	<input type="checkbox"/>	spouse

For Corporations Only: Use the space below to report the address of all other business locations, corporate addresses, and P.O. box addresses.

1. _____
2. _____
3. _____

Which of the Ownership or Control Interest describes you (select one): <input type="checkbox"/> Ownership interest, <input type="checkbox"/> Control interest, <input type="checkbox"/> Both.			
Name of Individual or Corporation	Board of directors (if individual) <input type="checkbox"/> Yes <input type="checkbox"/> No	Date of Birth (if individual) (MM/DD/YYYY)	
Address (Home Address if Individual; Primary Business Address if Corporation)		City, State & Zip Code (9 digit)	
SSN (if individual)	FEIN (if corporation)	% of Ownership	NPI (<input type="checkbox"/> check the box if None)

For Individuals Only: If the individual listed above is related as a parent, child, sibling, or spouse to another person with an ownership or control interest in the disclosing entity, complete the following: Name of other person with ownership or control interest and relationship to the individual listed above (check one)

1. _____	<input type="checkbox"/>	parent	<input type="checkbox"/>	child	<input type="checkbox"/>	sibling	<input type="checkbox"/>	spouse
2. _____	<input type="checkbox"/>	parent	<input type="checkbox"/>	child	<input type="checkbox"/>	sibling	<input type="checkbox"/>	spouse
3. _____	<input type="checkbox"/>	parent	<input type="checkbox"/>	child	<input type="checkbox"/>	sibling	<input type="checkbox"/>	spouse

For Corporations Only: Use the space below to report the address of all other business locations, corporate addresses, and P.O. box addresses.

1. _____
2. _____
3. _____

If additional space is needed, make a copy of this page and attach it to the signed form. NUMBER _____ OF _____

All entries must be submitted using this form. Please refer to all attached pages when completing and signing this form.

SECTION 3: Ownership in Other Disclosing Entities (ODE)

Complete if any individual or corporation identified in Section 2 has an ownership or control interest in other disclosing entities.

NONE (if NONE continue to Section 4)

Name (from Section 2)	Title	ODE Name
ODE Address	City, State, & Zip Code (9 digit)	
Name (from Section 2)	Title	ODE Name
ODE Address	City, State, & Zip Code (9 digit)	

SECTION 4: Ownership in Subcontractors

List any individual or corporation with an ownership or control interest in any subcontractor in which the disclosing entity has an ownership or control interest. If none, check 'None' below.

NONE (if NONE continue to Section 5)

Name of individual or corporation	TIN of individual or corporation (TIN)
Owner's Address	City, State, & Zip Code (9 digit)
Subcontractor Name	Subcontractor Tax Identification Number (TIN)
Subcontractor Primary/Home Address	City, State, & Zip Code (9 digit)
Name of individual or corporation	TIN of individual or corporation (TIN)
Owner's Address	City, State, & Zip Code (9 digit)
Subcontractor Name	Subcontractor Tax Identification Number (TIN)
Subcontractor Primary/Home Address	City, State, & Zip Code (9 digit)

SECTION 5: Familial Relationship in Subcontractors

Complete if anyone identified in Section 2 is related to a person identified in Section 4 as a parent, child, sibling, or spouse. If none, check 'None' below.

NONE (if NONE continue to Section 6)

Name of individual with ownership or control interest identified in Section 2
Name of individual with ownership or control interest identified in Section 4 and familial relationship to individual identified in Section 2
Name of individual with ownership or control interest identified in Section 2
Name of individual with ownership or control interest identified in Section 4 and familial relationship to individual identified in Section 2

If additional space is needed, make a copy of this page and attach it to the signed form. NUMBER _____ OF _____

All entries must be submitted using this form. Please refer to all attached pages when completing and signing this form.

SECTION 6: Agents and Managing Employees

Completion of all fields is required by 42 CFR § 455.104. Make copies if additional space is needed. All entries must be submitted using this form.

<input type="checkbox"/> Agent <input type="checkbox"/> Managing employee <input type="checkbox"/> Both	
Name	Title
Home Address	City, State, & Zip Code (9 digit)
SSN	Date of Birth (MM/DD/YYYY)
<input type="checkbox"/> Agent <input type="checkbox"/> Managing employee <input type="checkbox"/> Both	
Name	Title
Home Address	City, State, & Zip Code (9 digit)
SSN	Date of Birth (MM/DD/YYYY)
<input type="checkbox"/> Agent <input type="checkbox"/> Managing employee <input type="checkbox"/> Both	
Name	Title
Home Address	City, State, & Zip Code (9 digit)
SSN	Date of Birth (MM/DD/YYYY)
<input type="checkbox"/> Agent <input type="checkbox"/> Managing employee <input type="checkbox"/> Both	
Name	Title
Home Address	City, State, & Zip Code (9 digit)
SSN	Date of Birth (MM/DD/YYYY)
<input type="checkbox"/> Agent <input type="checkbox"/> Managing employee <input type="checkbox"/> Both	
Name	Title
Home Address	City, State, & Zip Code (9 digit)
SSN	Date of Birth (MM/DD/YYYY)

If additional space is needed, make a copy of this page and attach it to the signed form. NUMBER _____ OF _____

All entries must be submitted using this form. Please refer to all attached pages when completing and signing this form.

SECTION 7: Disclosures of Criminal Convictions and Relationships to Excluded Individuals and Entities

For additional information, see 42 CFR §§ 455.106 and 455.436, 42 CFR §§ 1001.1001 and 1002.3, and 130 CMR 450.212.

Respond to the following questions on behalf of:

1. the disclosing entity
2. all individuals and corporations identified in Sections 2 and 6 of this form
3. any person who formerly held an ownership or control interest in the entity but no longer holds an ownership or control interest because of a transfer of the interest to an immediate family member or a member of the person's household in anticipation of or following a conviction, imposition of a civil money penalty or assessment under Section 1128A of the Social Security Act, or imposition of an exclusion.

NOTE: All questions must be answered. If "yes" is answered to any of the questions in Section 7 below, a detailed explanation is required in Section 8 of this form, including the name Social Security Number (SSN)/Tax Identification Number (TIN) and address of the individual/entity; nature, date, and forum of the action; and any case or record number.

-
1. Have any of the individuals/entities ever been convicted of a criminal offense related to any program under Medicare, Medicaid, or Title XX services?
 Yes No
 2. Have any of the individuals/entities been convicted of a criminal offense as described in sections 1128(a) and 1128(b) (1), (2), or (3) of the Social Security Act?
 Yes No
 3. Have any of the individuals/entities been excluded from participation in any federal or state health program (including, but not limited to, Medicare or Medicaid)?
 Yes No
 4. Have any of the individuals/entities had civil money penalties or assessments imposed under section 1128A of the Social Security Act?
 Yes No
 5. Is there currently pending any proceeding(s) that could result in a conviction, sanction, or other action reportable in questions 1 – 4, above?
 Yes No
-

NOTE: All questions must be answered. If "Yes" is answered to any of the questions in Section 7 above, a detailed explanation is required in Section 8 of this form, including the name Social Security Number/Tax Identification Number (SSN/TIN) and address of the individual/entity; nature, date, and forum of the action; and any case or record number

SECTION 8: Additional Explanation

If “Yes” is answered to any of the questions in Section 7, a detailed explanation is required below, including the name, Social Security Number/Tax Identification Number (SSN/TIN) and address of the individual/ entity, nature, date, and forum of the action, and any case or record number.

Attach additional pages if necessary.

If additional space is needed, make a copy of this page and attach it to the signed form. NUMBER _____ OF _____

All entries must be submitted using this form. Please refer to all attached pages when completing and signing this form.

SECTION 9: Attestation, Signature, and Date

All disclosing entities must complete this section.

I certify that the information on this form, and any attached statement that I have provided, has been reviewed and signed by me, and is true, accurate, and complete, to the best of my knowledge.

I understand that I sign under the pains and penalties of perjury, and may be subject to civil penalties or criminal prosecution for any falsification, omission, or concealment of any material fact contained herein.

I agree to abide by all applicable federal and state laws and regulations, as well as the rules and regulations of particular to the type of program covered by this enrollment application.

Note: Signature or date stamps, electronically generated signatures or dates, or the signature of anyone other than the disclosing entity or person legally authorized to sign on behalf of the entity are not acceptable.

In accordance with 130 CMR 450.223(B), I agree to notify the MassHealth agency in writing within 14 days of any change to any of the information submitted upon enrollment.

In accordance with 42 CFR § 455.105, I agree to disclose full and complete information regarding the following business transactions within 35 days following a request of the MassHealth agency or the Secretary of Health and Human Services:

1. Information about the ownership of any subcontractor with whom the provider, MCE, or disclosing entity has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request; and
2. Any significant business transactions between the provider and any wholly owned supplier or between the provider and any subcontractor during the 5-year period ending on the date of the request.

Signature: _____

Printed Name _____

Title _____

Date (MM/DD/YYYY) _____

ATTACHMENT K

DRIVER AND MONITOR CONTRACT TRAINING REQUIREMENT

The Transportation Provider shall: Ensure that all Drivers and Monitors have successfully completed the applicable in-service training program(s) prior to transporting any HST Consumers and annually thereafter. The Broker reserves the right to request documentation of trainings conducted and all training documentation must be kept on file in the employee (Driver/Monitor) personnel files for Audit purposes. The mandatory training shall include, at a minimum, the Driver & Monitor Contract Training Requirement listed on the form below. Use the form below to document completed training.

TRAINING RECORD			Name of Personnel: Driver – Monitor (Circle one or both if applicable)
Date of Training	Instructor Name	Program Application	DRIVER AND MONITOR CONTRACT TRAINING REQUIREMENT
		Universal	* DRIVER ONLY: Driver rules and regulations; Defensive driving & reacting to skids, and Vehicle stalling & brake failure
		Universal	*** DRIVER AND MONITOR: Proper use of vehicle safety equipment; content and use of all first aid kit items; use of two-way radios, if applicable, and emergency vehicle evacuation procedures
		Universal	***DRIVER AND MONITOR: Accident procedures & Incident reporting
		Universal	*DRIVER AND MONITOR: Correct use of Consumer seat belts, including correct use of child safety restraint devices for all transportation providers serving children. Driver is responsible for ensuring proper installation of child safety restraints.
		Universal	*DRIVER AND MONITOR: Use of Wheelchair lift & proper wheelchair securement, by a Trainer Certified by the Community Transportation Association of America (CTAA), the University of Wisconsin, or other certification approved by the Broker. Training must be completed yearly.
		Universal	*DRIVER AND MONITOR: Human rights and sensitivity to Consumer needs, including disability awareness, passenger assistance and accommodations for service animals (guide dogs) in vehicles
		Universal	*DRIVER AND MONITOR: Sexual Harassment Training.
		Universal	*** DRIVER AND MONITOR: Familiarization with the HST and Agency standards, specifications and procedures, including mandated reporting of suspected abuse or neglect and suspected Medicaid member or provider fraud and abuse, driver and monitor performance standards, consumer pickup protocols, and data privacy and security rules and requirements, including compliance with the HIPAA Rules, EO 504 and all other applicable laws, regulations, policies, procedures and standards applicable to Transportation Provider
		Program-Based	***DRIVER AND MONITOR: First aid; reaction to seizures, universal precautions and “vehicle empty” inspection procedure
		DPH only	** DRIVER AND MONITOR: Certified in basic first aid (4 hours). The certification must be through the American Red Cross, American Heart Association, or other equivalent training approved by the Broker and must be kept current
		DPH only	** DRIVER AND MONITOR: Certified in CPR for infants and children. The certification must be through the American Red Cross, American Heart Association, or other equivalent training approved by the Broker and must be kept current

*Training must be conducted by an Instructor Certified by the Community Transportation Association of America (CTAA), the University of Wisconsin, or other Broker approved training program and be kept current at all times.

** Training requires Certification from the American Red Cross or the American Heart Association and must be kept current at all times.

***Training and acknowledgement of policy and procedure can be conducted in-house by designated personnel.

I certify that all Drivers and Monitors have or will have successfully completed the applicable in-service training program, “DRIVER & MONITOR CONTRACT TRAINING REQUIREMENT”, prior to having contact with or transporting any HST Consumers, that they will receive required training annually thereafter and that all training will be kept current.

Signature of Chief Executive Officer/Owner or Designated Representative

Date

Printed Name of Chief Executive Officer/Owner or Designated Representative

ATTACHMENT L

TRANSPORTATION PROVIDERS EMPLOYEE ACKNOWLEDGMENT

The Transportation Provider and its employees and agents must maintain confidentiality of any and all information related to MART's Brokerage Transportation Provider Services, consumers and passengers and comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

I have reviewed the HIPAA Act and hereby certify to abide by all the conditions, requirements and responsibilities contained in the aforementioned document.

Signed under the pains and penalties of perjury on this date: _____

Transportation Provider Employee Signature

Print Name of Transportation Provider Employee

***This original Attachment should be filled out by the authorized contract signatory and returned with contract. A copy of this form should be signed by all employees and kept in their file for vendor audit.**

ATTACHMENT M

FRAUD AND ABUSE POLICY

It is MART's policy that its employees and contractors comply with applicable laws and regulations aimed to prevent fraud and abuse. MART does not tolerate or condone fraud and/or abuse, activities of this nature will result in termination and/or prosecution.

Deficit Reduction Act of 2005

Any entity who receives more than \$5 million per year in Medicaid payments is required to provide information to its employees about the Federal False Claims Act, any applicable state False Claims Act, the rights of employees to be protected as whistleblowers, and the organization's policies and procedures for detecting and preventing fraud, waste and abuse.

The Federal False Claims Act

The False Claims Act prohibits, among other things, any person from knowingly submitting, or causing to be submitted, or conspiring to be submitted, or from making a false record or statement in connection with the submission of, a false or fraudulent claim for payment to the United States government.

(a) LIABILITY FOR CERTAIN ACTS

A person is liable if he/she-

(A) knowingly presents, or causes to be presented, a false or fraudulent claim for payment or approval;

(B) knowingly makes, uses, or causes to be made or used, a false record or statement material to a false or fraudulent claim;

(C) conspires to commit a violation of subparagraph (A), (B), (D), (E), (F), or (G);

(D) has possession, custody, or control of property or money used, or to be used, by the Government and knowingly delivers, or causes to be delivered, less than all of that money or property;

(E) is authorized to make or deliver a document certifying receipt of property used, or to be used, by the Government and, intending to defraud the Government, makes or delivers the receipt without completely knowing that the information on the receipt is true;

(F) knowingly buys, or receives as a pledge of an obligation or debt, public property from an officer or employee of the Government, or a member of the Armed Forces, who lawfully may not sell or pledge property; or

(G) knowingly makes, uses, or causes to be made or used, a false record or statement material to an obligation to pay or transmit money or property to the Government, or knowingly conceals or knowingly and improperly avoids or decreases an obligation to pay or transmit money or property to the Government, is liable to the United States Government for a civil penalty of not less than \$5,000 and not more than \$10,000, as adjusted by the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. 2461 note; Public Law 104-410), plus 3 times the amount of damages which the Government sustains because of the act of that person.

A full copy of this Act is available upon request.

Massachusetts False Claims Act

The Massachusetts False Claims Act (MFCA) prohibits the following:

Any person who:

- (1) knowingly presents, or causes to be presented, a false or fraudulent claim for payment or approval;
- (2) knowingly makes, uses, or causes to be made or used, a false record or statement to obtain payment or approval of a claim by the commonwealth or any political subdivision thereof;
- (3) conspires to defraud the commonwealth or any political subdivision thereof through the allowance or payment of a fraudulent claim;
- (4) has possession, custody, or control of property or money used, or to be used, by the commonwealth or any political subdivision thereof and knowingly delivers, or causes to be delivered to the commonwealth, less property than the amount for which the person receives a certificate or receipt with the intent to willfully conceal the property;
- (5) is authorized to make or deliver a document certifying receipt of property used, or to be used, by the commonwealth or any political subdivision thereof and with the intent of defrauding the commonwealth or any political subdivision thereof, makes or delivers the receipt without completely knowing that the information on the receipt is true;
- (6) buys, or receives as a pledge of an obligation or debt, public property from an officer or employee of the commonwealth or any political subdivision thereof, knowing that said officer or employee may not lawfully sell or pledge the property;
- (7) enters into an agreement, contract or understanding with one or more officials of the commonwealth or any political subdivision thereof knowing the information contained therein is false;
- (8) knowingly makes, uses, or causes to be made or used, a false record or statement to conceal, avoid, or decrease an obligation to pay or to transmit money or property to the commonwealth or political subdivision thereof; or
- (9) is a beneficiary of an inadvertent submission of a false claim to the commonwealth or political subdivision thereof, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the commonwealth or political subdivision within a reasonable time after discovery of the false claim shall be liable to the commonwealth or political subdivision for a civil penalty of not less than \$5,000 and not more than \$10,000 per violation, plus three times the amount of damages, including consequential damages, that the commonwealth or political subdivision sustains because of the act of that person. A person violating sections 5B to 5O, inclusive, shall also be liable to the commonwealth or any political subdivision for the expenses of the civil action brought to recover any such penalty or damages, including without limitation reasonable attorney's fees, reasonable expert's fees and the costs of investigation, as set forth below. Costs recoverable under said sections 5B to 5O, inclusive, shall also include the costs of any review or investigation undertaken by the attorney general, or by the state auditor or the inspector general in cooperation with the attorney general.
- (10) Notwithstanding the provisions of paragraphs (1) to (9), inclusive, if the court finds that:
 - (i) the person committing the violation of said paragraphs (1) to (9) furnished an official of the office of the attorney general responsible for investigating false claims law violations with all the

information known to such person about the violation within 30 days after the date on which the person first obtained the information;

- (ii) such person fully cooperated with any commonwealth investigation of such violation; and
- (iii) at the time such person furnished the commonwealth with the information about the violation, no civil action or administrative action had commenced under sections 5B to 5O, inclusive, or no criminal prosecution had commenced with respect to such violation, and such person did not have actual knowledge of the existence of an investigation into such violation, the court may reduce the assessment of damages to the amount of damages, including consequential damages, that the commonwealth or any political subdivision thereof sustains because of the act of a person.
- (11) A corporation, partnership or other person is liable to the commonwealth under sections 5B to 5O, inclusive, for the acts of its agent where the agent acted with apparent authority, regardless of whether the agent acted, in whole or in part, to benefit the principal and regardless of whether the principal adopted or ratified the agent's claims, representation, statement or other action or conduct.
- (12) Sections 5B to 5O, inclusive shall not apply to claims, records or statements made or presented to establish, limit, reduce, or evade liability for the payment of tax to the commonwealth, or any other governmental authority.
- (13) A person who has engaged in conduct described in paragraphs (1) to (9), inclusive, prior to payment shall only be entitled to payment from the commonwealth of the actual amount due less the excess amount falsely or fraudulently claimed.

A full copy of this Act is available upon request.

Whistleblower Protection

If you suspect any activity that violates state or federal law or regulation please report it immediately to your Supervisor or any member of upper management. It is the policy of MART to ensure that employees reporting suspected waste, billing claims errors, or fraudulent or abusive conduct in good faith are protected from any form of discrimination, retaliation, discipline, or adverse employment action.

ATTACHMENT N
NON-COLLUSION AFFIDAVIT

By executing this Non-Collusion Affidavit, the Transportation Provider affirms, under the pains and penalties of perjury, that said Transportation Provider has not and will not, directly or indirectly, enter into any agreement, participate in any collusion or otherwise take any action in restraint of free competitive proposals in connection with the Contract(s) signed with MART for the provision of transportation services.

Signed under the pains and penalties of perjury on this date: _____

Company Name

Signature of Chief Executive Officer/Owner or Designated Representative

Printed Name of Chief Executive Officer/Owner or Designated Representative

Printed Title

ATTACHMENT O

RELEASE OF INFORMATION CONSENT FORM

I _____, hereby authorize _____
Name of Employee Transportation Provider Company Name

to disclose to Montachusett Regional Transit Authority (MART) and its authorized representatives information as required by contract:

Personal Information to be viewed during Audit process which must meet contract compliance with results in good standing:

- Copy of driver's License
- Annual driving history
- CORI results (viewed by CORI certified authorized representative)
- Suitability Letter
- Training record
- Applicable signed contract documents

Required Documentation:

- Employee's documented responses to MART inquiries, incidents/complaints

I the undersigned, understand that the above information is a contractual requirement for my employer under their MART Brokerage Transportation Provider Contract and that this information could also be shared with EOHHS, HST, Commonwealth Care Alliance, Tufts Network Health, legal and law enforcement agencies. By signing the Attachment O, I also attest that the records above are on file, meet contract compliance and that the results are in good standing.

Date

Date

Printed Name of Employee

Printed Name

Signature

Signature of Chief Executive Officer/
Owner or Designated Representative

Additional personal information to be kept on file by my employer (the Transportation Provider) and attested to be in compliance with results in good standing:

- Pre-employment (if applicable) and Post Accident Alcohol/Drug Test Results
- Health Records - Drivers must supply written health records on their physical condition and must be physically able to assist Consumers entering and exiting vehicles
- Physical exam (DPH only) prior to contact and bi-annually thereafter, if 70 years of age annual exam is required. TB test results- if positive (DPH only)
- Annual performance evaluation
- Written references

***This original Attachment should be filled out by the authorized contract signatory and returned with contract. A copy of this form should be signed by all employees and the Transportation Provider Designated Representative and kept in their file for vendor audit.**

ATTACHMENT P

DIRECT DEPOSIT REIMBURSEMENT SYSTEM PARTICIPATION

Your contract package includes an “Authorization Agreement Direct Deposit (ACH Credits)”. The Agreement includes standard banking industry language provided by MART’s financial institution. Transportation providers for the Brokerage Program are required to participate in this reimbursement system utilized by the Montachusett Regional Transit Authority (MART). The system sends your payment directly to your pre-designated business bank account. You will receive backup documentation with your electronic payments by completing the included “Direct Deposit Electronic Notification”.

The signature below authorizes required participation in the Direct Deposit transportation provider reimbursement system:

Signature of Chief Executive Officer/
Owner or Designated Representative

Company Name

Printed Name of Chief Executive Officer/
Owner or Designated Representative

Date

ATTACHMENT Q

DDS HST AGREEMENT TO RESPECT CONSUMER RIGHTS (Program-Based Transportation Requirement)

Transporting HST Consumers is a very important and valuable function. Drivers and Monitors are encouraged to communicate with program staff, families and supervisors in order to allow the transportation system to work effectively and benefit all persons involved. Communicating information (no matter how small it may seem) about client behaviors will make follow-up easier and a repeat of the same situation less likely. The following is a list of common prohibitions in order to avoid violation of Consumer rights:

- A. Do not yell at Consumers (for any reason).
- B. Do not fight/yell amongst each other (i.e., driver to monitor, monitor to monitor, etc.).
- C. Do not use foul language.
- D. A driver or monitor may never hit or physically abuse a Consumer or anyone.
- E. Do not use a seat belt as a form of behavioral restraint unless written authorization has been submitted by the Agency.
- F. Do not leave a Consumer without someone to receive them at their residence or day program unless written authorization has been submitted by the Agency.
- G. Do not change a Consumer's destination or pick-up or drop-off spots without authorization from your supervisor.
 - 1) Any violation of the above Consumer rights should be reported to your supervisor immediately. You also may have to fill out an incident report. Your supervisor can advise and assist you.
 - 2) If the incident is harmful, dangerous, inhumane or constitutes mistreatment toward the Consumer, you also have to contact the Agency (DDS Regional Investigations Office or HST Office, as applicable).
 - 3) If the incident also caused serious physical or serious emotional injury to the Consumer or constitutes sexual misconduct, you must also report it to the Disabled Persons Protection Commission (for DDS Consumers) at **1-800-426-9009**; or the Elder Abuse Hotline (for elders 60 years of age and older) at **1-800-922-2275**; or the Department of Children and Families (DCF for children up to 18 years of age) at: **1-800-792-5200**.

In the event a behavioral situation should occur on your vehicle, the following guidelines will help you to maintain the Consumer's rights.

- H. Only approved behavior plans should be used to deal with behavioral incidents on the vehicle. These plans will be reviewed during regular meetings and updated as necessary.
- I. Drivers must secure monitor assistance (when available) to ensure that all passengers are protected from harm while riding on the vehicle.
- J. Monitors should be sitting among the Consumers and attending to their needs, not sitting next to the driver.
- K. All Consumers will be treated with respect and dignity.

I have received, read and understood this agreement to protect Consumer Rights and agree to follow it.

DATE: _____

Employee Signature

Supervisor's Signature

DDS Investigations: Region I: 413-731-7742; Region II: 508-845-9111; Region III: 978-774-5000;
Region V: 508-866-5000; Region VI: 781-314-7530.

This original Attachment should be filled out by the authorized contract signatory and returned with contract. A copy of this form should be signed by all employees and kept in their file for vendor audit.

**ATTACHMENT R
RATES AND ROUTES**

TRANSPORTATION PROVIDER

AGENCY SPECIFIC RATES

MASSHEALTH and ICO Rates

 X **APPLIES TO TRANSPORTATION PROVIDER**

 DOES NOT APPLY TO TRANSPORTATION PROVIDER

ENHANCED WHEELCHAIR VAN (ECCS) Rates

 APPLIES TO TRANSPORTATION PROVIDER

 X **DOES NOT APPLY TO TRANSPORTATION PROVIDER**

DEPARTMENT OF DEVELOPMENTAL SERVICES/DAYHAB/ICO FUNDED ROUTES

_____ APPLIES TO TRANSPORTATION PROVIDER

 X DOES NOT APPLY TO TRANSPORTATION PROVIDER

DEPARTMENT OF MENTAL HEALTH FUNDED ROUTES

_____ APPLIES TO TRANSPORTATION PROVIDER

 X DOES NOT APPLY TO TRANSPORTATION PROVIDER

**DEPARTMENT OF PUBLIC HEALTH/EARLY INTERVENTION
PROGRAM FUNDED ROUTES**

_____ APPLIES TO TRANSPORTATION PROVIDER

 X DOES NOT APPLY TO TRANSPORTATION PROVIDER