



## UTAH DEPARTMENT OF HEALTH CONTRACT

PO Box 144003, Salt Lake City, Utah 84114  
288 North 1460 West, Salt Lake City, Utah 84116

2216505  
Department Log Number

222701634  
State Agreement ID

1. **CONTRACT NAME:** The name of this contract is UTA Transit Cards.
2. **CONTRACTING PARTIES:** This contract is between the Utah Department of Health (DEPARTMENT) and the following CONTRACTOR:

**PAYMENT ADDRESS**  
UTAH TRANSIT AUTHORITY  
669 W 200 S  
SALT LAKE CITY UT, 84101

**MAILING ADDRESS**  
UTAH TRANSIT AUTHORITY  
669 W 200 S  
SALT LAKE CITY UT, 84101

**Vendor ID:** 33861F  
**Commodity Code:** 99999

**Pursuant to Utah Code Ann. 26B-1-201, as of July 1, 2022, the parties agree that the contracting parties, with all its contractual obligations, duties, and rights, will be the Department of Health and Human Services ("Department") and Contractor.**

3. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this contract is to provide non-emergent medical transportation (NEMT) to Members, living in areas serviced by the CONTRACTOR, for their medically necessary appointments as required by 42 CFR 431.53..
4. **CONTRACT PERIOD:** The service period of this contract is 07/01/2022 through 06/30/2027, unless terminated or extended by agreement in accordance with the terms and conditions of this contract.
5. **CONTRACT AMOUNT:** The DEPARTMENT agrees to pay \$2,420,000.00 in accordance with the provisions of this contract.
6. **CONTRACT INQUIRIES:** Inquiries regarding this Contract shall be directed to the following individuals:

### CONTRACTOR

Kensey Kunkel  
(801) 741-8806  
kkunkel@rideuta.com

### DEPARTMENT

Medicaid and Health Financing  
Healthcare Policy and Authorization  
Joshua Meyers  
(801) 538-6160  
jmeyers@utah.gov

7. **REFERENCE TO ATTACHMENTS INCLUDED AS PART OF THIS CONTRACT:**

Attachment A: General Provisions Attachment

Attachment B: Special Provisions

Attachment C: Record Sharing Agreement

8. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
    - A. All other governmental laws, regulations, or actions applicable to services provided herein.
    - B. All Assurances and all responses to bids as provided by the CONTRACTOR.
  
  9. This contract, its attachments, and all documents incorporated by reference constitute the entire agreement between the parties and supersedes all prior written or oral agreements between the parties relating to the subject matter of this contract.
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**Contract with Utah Department of Health and UTAH TRANSIT AUTHORITY, Log # 2216505**

IN WITNESS WHEREOF, the parties enter into this agreement.

**CONTRACTOR**

**STATE**

By: \_\_\_\_\_  
Jay Fox  
Executive Director  
Date

By: \_\_\_\_\_  
Tracy Gruber  
Executive Director, Department of  
Health & Human Services  
Date

By: \_\_\_\_\_  
William Greene  
Chief Financial Officer  
Date

App By:  \_\_\_\_\_  
DocuSigned by:  
70E33A415BA44F6  
UTA Legal Counsel  
6/14/2022  
Date

## **Attachment A: UTAH DEPARTMENT OF HEALTH GENERAL PROVISIONS**

### **NON STANDARD PROCUREMENT (NON-RFP)**

#### **1. DEFINITIONS**

- a. "Authorized Persons" means Contractor's employees, officers, partners, Subcontractors or other agents of Contractor who need to access State Data to enable Contractor to perform its responsibilities under Contract.
- b. "Contract" means this agreement between the Department and Contractor, including the Contract Signature Page(s) and all referenced attachments and documents incorporated by reference.
- c. "Contract Signature Page(s)" means the cover page(s) that the Department and Contractor sign.
- d. "Contractor" means the person who delivers the services or goods described in the Contract.
- e. "Custom Deliverable" means the Work Product that Contractor is required to deliver to Department under this Contract.
- f. "Department" means the Utah Department of Health.
- g. "Director" means the Executive Director of the Department or authorized representative.
- h. "Federal pass through money" means federal money received by a nonprofit corporation through a subaward or contract but does not include federal money received by a nonprofit corporation as payment for goods or services purchased by the Department.
- i. "Goods" means any deliverable that is not defined as a Service that Contractor is required to deliver under the Contract.
- j. "Local money" means money that is owned, held or administered by a political subdivision of the state that is derived from fee or tax revenues but does not include money received by a nonprofit corporation as payment for goods or services purchased from the nonprofit corporation or contributions or donations received by the political subdivision.
- k. "Originating funding entity" means an individual or entity which provided to the Department any or all funds payable under this Contract.
- l. "Pass through funding" means money appropriated to a state agency which includes ongoing or one-time money and is designated as general funds, dedicated credits, or any combination of state funding sources, that is intended to be passed through the state agency to a local government entity, private organization, including not-for-profit organizations or persons in the form of a loan or grant.
- m. "Person" means any governmental entity, business, individual, union, committee, club, other organization, or group of individuals.
- n. "Recipient entity" means a local government entity or private entity, including a nonprofit entity, which receives money by way of pass through funding from the Department.
- o. "Services" means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services include, but are not limited to, all of the deliverable(s) (including supplies, equipment, or commodities) that result from Contractor performing the Services pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.
- p. "State" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.

- q. "State Data" means all confidential information, non-public data, personal data, and protected health information that is created or in any way originating with the State whether such data or output is stored on the Department's hardware, Contractor's hardware, or exists in any system owned, maintained or otherwise controlled by the Department or by the Contractor. State Data includes any federal data that the Department controls or maintains, that is protected under federal laws, statutes, and regulations. The Department reserves the right to identify, during and after the Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
- r. "State money" means money that is owned, held or administered by a state agency and derived from state fee or tax revenues but does not include contributions or donations received by the state agency.
- s. "Subcontract" means a written agreement between Contractor and another party to fulfill the requirements of the Contract.
- t. "Subcontractor" means subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Contractor, and includes all independent contractors, agents, employees, authorized resellers, or anyone else for whom the Contractor may be liable at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Contract, including Contractor's manufacturers, distributors, and suppliers.
- u. "Uniform Guidance" means Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards for the specified federal awarding agency set forth in Title 2 of the Code of Federal Regulations.
- v. "Work Product" means every invention, modification, discovery, design, development, customization, configuration, improvement, process, software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor or Contractor's Subcontractors (either alone or with others) pursuant to this Contract. Work Product shall be considered a work made for hire under federal, state, and local laws; and all interest and title shall be transferred to and owned by Department. Notwithstanding anything in the immediately preceding sentence to the contrary, Work Product does not include any Department intellectual property, Contractor's intellectual property (that it owned or licensed prior to this Contract) or Third Party intellectual property.

2. **EFFECTIVE DATE:** Once signed by the Director and the State Division of Finance, when applicable, and the State Division of Purchasing, when applicable, this Contract becomes effective on the date specified in the Contract.
3. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from the Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
4. **AMENDMENTS:** The Contract may only be amended by mutual written agreement signed by both parties, which amendment will be attached to the Contract. Automatic renewals will not apply to the Contract, even if listed elsewhere in the Contract.
5. **CHANGES IN SCOPE:** Any changes in the scope of the Services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services.
6. **LAWS AND REGULATIONS:** At all times during the Contract, Contractor shall comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including licensure and certification requirements. If the Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding will supersede this Attachment A.
7. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the Department or the State of Utah, unless written disclosure has been made to the Department.
8. **CONFLICT OF INTEREST WITH STATE EMPLOYEES:** Contractor agrees to comply and cooperate in good faith with all conflict of interest and ethic laws, including but not limited to, Section 63G-6a-2404, Utah Procurement Code.
9. **INDEPENDENT CONTRACTORS:** Contractor and Subcontractors, in the performance of the Contract, shall act in an independent capacity and not as officers or employees or agents of the Department or State.
10. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
11. **REPORTING RECEIPT OF FEDERAL AND STATE FUNDS.**
  - 11.1. If Contractor is a nonprofit corporation and receives federal pass through money or state money, Contractor shall disclose to the Department, annually and in writing, whether it has received in the previous fiscal year or anticipates receiving any of the following amounts: (i) revenues or expenditures of federal pass through money, state money that is not payment for goods or services purchased from Contractor, and local money in the amount of \$750,000 or more; (ii) revenues or expenditures of federal pass through money, state money that is not payment for goods or services purchased from Contractor, and local money at least \$350,000 but less than \$750,000; or (iii) revenues or expenditures of federal pass through money, state money that is not payment for goods or services purchased from Contractor, and local money of at least \$100,000 but less than \$350,000.
  - 11.2. If Contractor is a recipient entity that, under the terms of the contract, is receiving pass through funding that was neither issued under a competitive award process, nor in accordance with a formula enacted in statute nor in accordance with a state program under parameters in statute or rule that guides the distribution of the pass through funding,

Contractor shall provide to the Department a written description and itemized report at least annually detailing the expenditure of the state money, or the intended expenditure of any state money that has not been spent. Contractor shall provide to the Department a final written itemized report when all the state money is spent. The Department may require Contractor to return an amount of money that is equal to the state money expended in violation of the terms of the section.

**12. INVOICING:** Unless otherwise stated in the Special Provisions of the Contract, Contractor will submit invoices along with any supporting documentation within thirty (30) days following the last day of the month in which the expenditures were incurred or the services provided or within thirty (30) days of the delivery of the Good to the Department. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the Department will be those prices listed in this Contract, unless Contractor offers a prompt payment discount on its invoice. The Department has the right to adjust or return any invoice reflecting incorrect pricing.

**13. PAYMENT:**

- 13.1. The Department shall reimburse total actual expenditures, less amounts collected by Contractor from any other person not a party to the Contract legally liable for the payments for the goods and services.
- 13.2. The Department shall make payments within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the Department, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the Department within ten (10) business days of receipt of final payment, shall release the Department and the State of Utah from all claims and all liability to Contractor. The Department's payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the Department or the State of Utah may have against Contractor. Contractor may not charge end users electronic payment fees of any kind.
- 13.3. By signing the Contract, Contractor acknowledges that the Department cannot contract for the payment of funds not yet appropriated by the Utah State Legislature or received from federal sources. If funding to the Department is reduced due to an order by the Legislature or the governor, or is required by state law, or if applicable federal funding is not provided to the Department, the Department shall reimburse Contractor for products delivered and services performed through the date of cancellation or reduction, and the Department shall not be liable for any future commitments, penalties, or liquidated damages.
- 13.4. Upon 30 days written notice, Contractor shall reimburse Department for funds the Department is required to reimburse the grantor or originating funding entity up to the amount repaid resulting from the actions of the Contractor or its Subcontractors.

**14. NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the Department, if the Department reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the Department's ability to pay under this Contract. A change of available funds as used in this paragraph includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

If a written notice is delivered under this section, the Department will reimburse Contractor for the Services properly ordered until the effective date of said notice. The Department will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.



**15. INSURANCE:** Contractor is self-insured.

**16. WORKERS' COMPENSATION INSURANCE:** Contractor is self-insured.

**17. SALES TAX EXEMPTION:** The Services under the Contract will be paid for from the Department's funds and used in the exercise of the Department's essential functions as a State of Utah entity. Upon request, the Department will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the Department's sales tax exemption number. It is Contractor's sole responsibility to ascertain whether any tax deductions or benefits apply to any aspect of the Contract.

**18. SUSPENSION OF WORK:** Should circumstances arise which would cause the Department to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by written notice. Contractor's responsibilities may be reinstated upon advance formal written notice from the Department.

**19. INDEMNIFICATION:**

19.1. If Contractor is a governmental entity, the parties mutually agree that each party assumes liability for the negligent and wrongful acts committed by its own agents, officials, or employees, regardless of the source of funding for the Contract. Neither party waives any rights or defenses otherwise available under the Governmental Immunity Act.

19.2. If Contractor is a non-governmental entity, Contractor shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors. Contractor shall fully indemnify, defend, and save harmless the Department and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor's performance of the Contract caused by any intentional act or negligence of Contractor, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of the Department. Contractor is solely responsible for all payments owed to any Subcontractor arising from Contractor's performance under the contract and will hold the Department harmless from any such payments owed to the subcontractor.

19.3. The parties agree that if there are any limitations of Contractor's liability, including a limitation of liability clause for anyone for whom Contractor is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.

**20. DEBARMENT:** Contractor certifies it is not presently nor has ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Contract, by any governmental department or agency, whether international, national, state, or local, and certifies it is in compliance with Utah Code Ann. § 63G-6a-904 *et seq.* and OMB guidelines at 2 C.F.R. § 180 which implement Executive Order Nos. 12549 and 12689. Contractor must notify Department within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any contract by any governmental entity during the Contract.

**21. TERMINATION AND DEFAULT:**

The Department may terminate the Contract without cause, upon thirty (30) days written notice to Contractor.

21.1. The Department agrees to use its best efforts to obtain funding for multi-year contracts. If continued funding for the Contract is not appropriated or budgeted at any time throughout the multi-year contract period, the Department may terminate the contract upon thirty (30) days' notice to Contractor. If funding to the Department is reduced due to an order by the Legislature or the governor, or is required by federal or state law, the Department may terminate the Contract or proportionately reduce the services and goods due and the amount due from the Department upon thirty (30) days written notice to Contractor. If the specific



funding source for the subject matter of the Contract is reduced, the Department may terminate the Contract or proportionately reduce the services and goods due and the amount due from the Department upon thirty (30) days written notice to Contractor.

- 21.2. Each party may terminate the Contract with cause. If the cause for termination is due to the default of a party, the non-defaulting party shall send a notice, which meets the notice requirements of the Contract, citing the default and giving notice to the defaulting party of its intent to terminate. The defaulting party may cure the default within ten (10) days of the notice. If the default is not cured within the ten (10) days, the party giving notice may terminate the Contract forty (40) days from the date of the initial notice of default or at a later date specified in the notice.
- 21.3. The Department may terminate the contract if Contractor becomes debarred, insolvent, files for bankruptcy or reorganization proceedings, sells 30% or more of the company's assets or corporate stock, or gives notice of its inability to perform its obligations under the Contract.
- 21.4. Upon termination of the Contract, all accounts and payments for services rendered to the date of termination shall be processed according to the financial arrangements set forth herein for approved services rendered to date of termination. If the Department terminates the Contract, Contractor shall stop all work as specified in the notice of termination. The Department shall not be liable for work or services performed beyond the termination date as specified in the notice of termination.
- 21.5. In the event of such termination, Contractor shall be compensated for services properly performed under the Contract up to the effective date of the notice of termination. Contractor agrees that in the event of such termination for cause or without cause, Contractor's sole remedy and monetary recovery from the State is limited to full payment for all work properly performed as authorized under the Contract up to the date of termination as well as any reasonable monies owed as a result of Contractor having to terminate contracts necessarily and appropriately entered into by Contractor pursuant to the Contract. Contractor further acknowledges that in the event of such termination, all work product, which includes but is not limited to all manuals, forms, contracts, schedules, reports, and any and all documents produced by Contractor under the Contract up to the date of termination are the property of the State and shall be promptly delivered to the State.
- 21.6. If Contractor defaults in any manner in the performance of any obligation under the Contract, or if audit exceptions are identified, the Department may, at its option, either adjust the amount of payment or withhold payment until satisfactory resolution of the default or exception. Default and audit exceptions for which payment may be adjusted or withheld include disallowed expenditures of federal or state funds as a result of Contractor's failure to comply with federal regulations or state rules. In addition, the Department may withhold amounts due Contractor under the Contract, any other current contract between the Department and Contractor, or any future payments due Contractor to recover the funds. The Department shall notify Contractor of the Department's action in adjusting the amount of payment or withholding payment. The Contract is executory until such repayment is made.
- 21.7. Any of the following events will constitute cause for the Department to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The Department may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, the Department may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv)

debar/suspend Contractor from receiving future contracts from the Department or the State of Utah; or (v) demand a full refund of any payment that the Department has made to Contractor under this Contract for Goods that do not conform to this Contract.

- 21.8. The rights and remedies of the Department enumerated in this article are in addition to any other rights or remedies provided in the Contract or available in law or equity.
- 22. REVIEWS:** The Department reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Goods and Services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of the Contract.
- 23. PERFORMANCE EVALUATION:** The Department may conduct a performance evaluation of Contractor's Services, including Contractor's Subcontractors. Results of any evaluation may be made available to Contractor upon request.
- 24. PUBLIC INFORMATION:** Contractor agrees that the Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the Department and the State of Utah permission to make copies of the Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the State of Utah Division of Purchasing and General Services, Contractor also agrees that Contractor's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The Department and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of the Contract, related purchase orders, related pricing documents, or invoices.
- 25. PUBLICITY:** Contractor shall submit to the Department for written approval all advertising and publicity matters relating to this Contract. It is within the Department's sole discretion whether to provide approval, which must be done in writing.
- 26. INFORMATION OWNERSHIP:** Each party retains ownership of the information generated by the respective party.
- 27. INFORMATION PRACTICES:** Contractor shall establish, maintain, and practice information procedures and controls that comply with federal and state law including, as applicable, Utah Code § 26-1-1 *et seq* and the privacy and security standards promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") & the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"). Contractor shall receive or request from the Department only information about an individual that is necessary to Contractor's performance of its duties and functions. Contractor shall use the information only for purposes of the Contract. The Department shall inform Contractor of any non-public designation of any information it provides to Contractor.
- 28. SECURE PROTECTION AND HANDLING OF STATE DATA:**
- 28.1. If Contractor is given State Data as part of this Contract, the protection of State Data shall be an integral part of the business activities of Contractor to ensure that there is no inappropriate or unauthorized use of State Data. To the extent that Contractor is given State Data, Contractor shall safeguard the confidentiality, integrity, and availability of the State Data. Contractor agrees to not copy, reproduce, sell, assign, license, market, transfer, or otherwise dispose of, give, or disclose such information to third parties or use such information for any purpose whatsoever other than the performance of the Contract. The improper use or disclosure of confidential information is strictly prohibited.
- 28.2. Any and all transmission or exchange of State Data shall take place via secure means. Contractor shall create, store, and maintain any State Data on secure or encrypted computing devices or any portable storage mediums. Contractor agrees to protect and maintain the security of State Data with security measures including, but are not limited to,

maintaining secure environments that are patched and up to date with all appropriate security updates as designated, network firewall provisioning, and intrusion detection. Contractor agrees that any computing device or portable medium that has access to the Department's network or stores any non-public State Data is equipped with strong and secure password protection.

- 28.3. Contractor shall: (a) limit disclosure of any State Data to Authorized Persons who have a need to know such information in connection with the current or contemplated business relationship between the parties to which the Contract relates, and only for that purpose; (b) advise its Authorized Persons of the proprietary nature of the State Data and of the obligations set forth in the Contract and require such Authorized Persons to keep the State Data confidential; (c) keep all State Data strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any State Data received by it to any third parties, except as permitted by the Contract or otherwise agreed to in writing by the Department.
- 28.4. Contractor will promptly notify the Department of any misuse or misappropriation of State Data that comes to Contractor's attention. Contractor shall be responsible for any breach of this duty of confidentiality by any of their officers, agents, subcontractors at any tier, and any of their respective representatives, including any required remedies and/or notifications under applicable law (Utah Code Ann. §§ 13-44-101 through 301). This duty of confidentiality shall be ongoing and survive the term of the Contract. Notwithstanding the foregoing, if there is a discrepancy between a signed business associate agreement and this provision, the business associate agreement language shall take precedence.

**29. OWNERSHIP, PROTECTION, AND RETURN OF DOCUMENTS AND DATA UPON CONTRACT TERMINATION OR COMPLETION:**

Contractor retains ownership of its data, including the data provided in the reports. The Department retains ownership of the reports provided to the Department by the Contractor, and the Department has an unlimited license to use the data in the reports for purposes related to the administration of the Medicaid program.

**30. OWNERSHIP IN INTELLECTUAL PROPERTY:**

The Department and Contractor agree that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically created or manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the Department.

**31. ACCEPTANCE AND REJECTION:**

The Department shall have thirty (30) days after the receipt of transit cards to perform an inspection of them to determine whether they conform to the standards specified in the Contract prior to acceptance of the transit cards by the Department. If Contractor delivers nonfunctioning transit cards, the Department may, at its option and at Contractor's expense: (i) return the nonfunctioning transit cards for a full refund; or (ii) require Contractor to promptly replace the nonfunctioning transit cards.

**32. STANDARD OF CARE:**

The Services of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract. Contractor shall be liable to the Department and the State of Utah for claims, liabilities, additional burdens, penalties, damages, or third party claims (e.g., another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.

**33. RECORD KEEPING, AUDITS, & INSPECTIONS:**

- 33.1. For financial reporting, Contractor shall comply with the Uniform Guidance and Generally Accepted Accounting Principles (GAAP).
- 33.2. Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by the Department to Contractor under the Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, the State of Utah, federal auditors, and the Department's staff, access to all such records. These records shall be retained by Contractor as required by GAAP, federal or state law, or specific program requirements, whichever is longer. Contractor agrees to allow, at no additional cost, the State of Utah, federal auditors, and Department staff, access to all such records.
- 33.3. Contractor shall retain all records which relate to disputes, litigation, and claim settlements arising from Contract performance or cost or expense exceptions initiated by the Director, until all disputes, litigation, claims, or exceptions are resolved.
- 33.4. Contractor shall comply with federal and state regulations concerning cost principles, audit requirements, and contract administration requirements, including, but not limited to, the Uniform Guidance. Unless specifically exempted in the Contract's special provisions, Contractor must comply with applicable federal cost principles and Contract administration requirements if state funds are received. Counties, cities, towns, and school districts are subject to the State of Utah Legal Compliance Audit Guide. Copies of required reports shall be sent to the Utah Department of Health, Office of Fiscal Operations P.O. Box 144002, Salt Lake City, Utah 84114-4002.

**34. NO WARRANTIES:** The Contractor makes no warranties, promises or guarantees as to scheduling or timeliness of the transit service. The Contractor makes no warranties on the availability of routes, except there shall be no permanent elimination of service coverage in a zip code covered by the contractor on July 1, 2022.

**35. EMPLOYMENT PRACTICES:** Contractor shall abide by the following employment laws, as applicable: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 C.F.R. § 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; (v) Utah Executive Order No. 2006-0012, dated December 13, 2006, which prohibits unlawful harassment in the work place; (vi) Utah Code Ann. § 26-38-1 *et. seq.*, Utah Indoor Clean Air Act which prohibits smoking in enclosed public places; (vii) Utah Executive Order No. 2006-0012 which prohibits all unlawful harassment in any workplace in which state employees and employees of public and higher education must conduct business; (viii) 41 CFR part 60, Equal Employment Opportunity, and the Executive Order 11246, as amended by Executive Order 11375, which implements those regulations; (ix) 45 C.F.R. part 83, which prohibits the extension of federal support to any entity that discriminates on the basis of sex in the admission of individuals to its health manpower and nurse training programs; and (x) 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. part 5), Contract Work Hours and Safety Standards Act, for contracts that involve the employment of mechanics or laborers. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind of any of Contractor's employees.

**36. FEDERAL REQUIREMENTS:** To the extent they are applicable, Contractor shall abide by the following federal statutes, regulations and requirements, including, but not limited to (i) 2 C.F.R. § 200.326, Contract Provisions as applicable; (ii) 45 C.F.R. § 46, Protection of Human Subjects in research activities; (iii) 45 C.F.R. part 84, prohibits discrimination of drug or alcohol abusers or alcoholics who are suffering from mental conditions from admission or treatment by any private or public hospital or outpatient facility that receives support or benefit from a federally funded program; (iv) 42 C.F.R. parts 2 and 2a which implements the Public Health Service Act, sections 301(d) and

543, which requires certain medical records that relate to drug abuse prevention be kept confidential when the treatment or program is directly or indirectly assisted by the federal government; (v) 42 U.S.C. §§ 7401-7971q., the Clean Air Act and 33 U.S.C. §§ 1251-1387, the Federal Water Pollution Control Act, and all applicable standards, orders or related regulations; (vi) 31 U.S.C. § 1352, Byrd Anti-Lobbying Amendment; (vii) 42 U.S.C § 4331, the National Environmental Policy Act of 1969; (viii) 2 C.F.R. § 200.322, Procurement of recovered materials which outlines section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act; (ix) 37 C.F.R. § 401, Rights to Inventions Made; (x) 42 C.F.R. part 50, Subpart B, Sterilizations; (xi) 42 C.F.R. part 50, Subpart C, Abortions and Related Medical Services; (xii) 59 FR 46266, Recombinant DNA and Institutional Biosafety; (xiii) 7 U.S.C. § 2131, Animal Welfare; (xiv) 42 C.F.R. part 92, Misconduct in Science; (xv) 42 U.S.C. §§ 4728-4763, Merit System Standards for governmental entities only; and (xvi) Contractor shall include in any contracts termination clauses for cause and convenience, along with administrative, contractual, or legal remedies in instances where subcontractors violate or breach contract terms and provides for such sanctions and penalties as may be appropriate.

- 37. WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
- 38. ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.
- 39. SUBCONTRACTS & ASSIGNMENT:** Contractor shall not assign, sell, transfer, subcontract, or sublet rights or delegate responsibilities under the Contract, in whole or part, without the prior written consent of the Department. Contractor retains ultimate responsibility for performance of all terms, conditions and provisions of the Contract that are subcontracted or performed by a Subcontractor. When subcontracting, Contractor agrees to use written subcontracts that conform to federal and state laws. Contractor shall request Department approval for any assignment at least twenty (20) days prior to its effective date.
- 40. FORCE MAJEURE:** Neither party shall be held responsible for delay or default caused by fire, riot, acts of God, or war which is beyond the party's reasonable control. A legislative funding action that substantially prevents UTA from meeting its obligations under this agreement will be covered as a force majeure condition. The Department may terminate the Contract after determining that the delay or default will likely prevent successful performance of the Contract.
- 41. SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of the Contract shall not affect the validity or enforceability of any other provision, term, or condition of the Contract, which shall remain in full force and effect.
- 42. SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the Department's right to enforce this Contract with respect to any default or defect in the Services that has not been cured.
- 43. NOTICE:** Notice shall be in writing and directed to the contact person listed on Contract Signature Page(s) of the Contract.
- 44. ORDER OF PRECEDENCE:** The terms of the Contract shall be reasonably interpreted and construed to avoid any conflict among the provisions. If there is any conflict between the Contract's terms, the order of precedence (listed in order of descending precedence) among the terms is: (1) Contract Signature Page(s); (2) Department General Provisions; (3) Department Special Provisions; (4) Any other attachments.
- 45. TIME IS OF THE ESSENCE:** The Services shall be completed by any applicable deadline stated in the Contract. For all Services, time is of the essence. Contractor shall be liable for all reasonable damages to the Department, the State of Utah, and anyone for whom the State of Utah may be liable as a result of Contractor's failure to timely perform the Services required under the Contract.



- 46. DISPUTE RESOLUTION:** The Department and Contractor shall attempt to resolve contract disputes through available administrative remedies prior to initiating any court action. Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The Department, after consultation with the Contractor, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the Department appoints such an expert or panel, Department and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
- 47. ANTI-BOYCOTT ISRAEL:** If this contract is in an amount totaling more than \$100,000 or if the Contractor has 10 or more full-time employees, then in accordance with Utah Code section 63G-27-201, Contractor certifies that it is not currently engaged in a boycott of the State of Israel and agrees not to engage in a boycott of the State of Israel for the duration of the contract.
- 48. ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revision date: July 2021)

**TRANSPORTATION CONTRACT  
WITH THE DEPARTMENT OF HEALTH**

**Special Provisions**

**A. Purpose**

- a. The purpose of this contract is to provide non-emergent medical transportation (NEMT) to Members, living in areas serviced by the CONTRACTOR, for their medically necessary appointments as required by 42 CFR 431.53.

**B. Contract Duration**

- a. The service period of this contract is 07/01/2022 through 06/30/2027, unless terminated or extended by agreement in accordance with the provisions of this contract.

**C. Contract Termination**

- a. If either party terminates the contract prior to the end of the term of this contract, CONTRACTOR shall prorate the contract amount to the termination date. Any portion of the contract amount paid by DEPARTMENT more than the prorated contract amount will be refunded by CONTRACTOR to the DEPARTMENT. No portion of any electronic card media costs will be refunded.

**D. Contract Amount**

- a. The DEPARTMENT agrees to pay \$1,210,000 annually for the first two years of this contract, in accordance with the provisions of this contract. After the initial two-year period, the DEPARTMENT and CONTRACTOR will renegotiate, in good faith, the yearly contract amount, subject to legislative appropriations.

**E. Definitions**

- a. PARENT/GUARDIAN ATTENDANT means an individual who accompanies a Member who needs assistance utilizing CONTRACTOR's services.
- b. AUTHORIZED SERVICE means regular fixed route bus, bus rapid transit, Streetcar light rail, TRAX light rail routes, and On-demand service, but excludes FrontRunner, Ski Bus, Flex Routes, Paratransit, and Vanpool service. This is not a reflection of the correct utilization of the service for Medicaid purposes, which is governed by 42 CFR 431.53.
- c. AUTHORIZED USER means Members and Parent/Guardian Attendants that have been issued a Pass in compliance with this contract and are authorized to utilize public transportation.
- d. CONTRACTOR means the Utah Transit Authority ("UTA") a Utah special service district providing public transportation throughout the Wasatch Front.
- e. DEPARTMENT means the Utah Department of Health and Human Services as defined in Utah Code 26B-1-102.



- f. GRIEVANCE means an expression of dissatisfaction (other than an organization determination) from the Member with any aspect of the operations, activities, or behavior of a Medicaid health plan, or its providers, regardless of whether remedial action is requested.
- g. HEALTH PROGRAM REPRESENTATIVE (“HPR”) means an individual who works for the Utah Department of Health and Human Services and their major role is to provide benefit education for Members.
- h. ID means both the internal unique chip identification number (“UID”) and the identification number (“Face Number”) printed on the outside of the Pass.
- i. JOURNEY or LINKED TRIP means one or more Trips taken by an Authorized User within two hours from the first tap.
- j. MANAGED CARE ENTITY (“MCE”) means entities that serve Members on a risk basis through a network of employed or affiliated providers.
- k. MEMBER means an individual who is enrolled in Traditional Medicaid, including those enrolled in an MCE, and requires Non-Emergency Medical Transportation.
- l. NON-EMERGENCY MEDICAL TRANSPORTATION (“NEMT”) means transportation of a Member to a provider of covered-services.
- m. PERSONAL CARE ATTENDANT (“PCA”) is an individual who accompanies a Member with a disability.
- n. PERSONALLY IDENTIFIABLE INFORMATION (“PII”) means any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. PII includes, but is not limited to, Social Security Numbers, driver’s license numbers, Alien Registration numbers, financial or medical records, biometrics, or a criminal history.
- o. PROTECTED HEALTH INFORMATION (“PHI”) means individually identifiable health information as defined in 45 CFR 160.103.
- p. TRIP or UNLINKED TRIP is a data record formed in UTA’s electronic fare collection system back office from data captured when an Authorized User taps on when boarding a UTA vehicle and taps off when alighting. An Authorized User has two hours from the first tap to take additional trips without incurring an additional fare cost.
- q. UTA TRANSIT CARD or PASS means a card that is valid for NEMT provided by CONTRACTOR and issued by the DEPARTMENT to Authorized Users.

## **F. SCOPE OF WORK**

### **1. The CONTRACTOR shall:**

- a. Provide public transportation services on its regularly scheduled Authorized Service routes for Authorized Users with an active UTA Transit Card and Personal Care Attendants;

- b. Have the right to confiscate a Pass at any time (without prior notice to the DEPARTMENT) from any person who CONTRACTOR reasonably believes is not an Authorized User or if CONTRACTOR reasonably believes the Pass has been duplicated, altered, or used in an unauthorized way. Upon receipt of a confiscated Pass, CONTRACTOR will deactivate it and notify the DEPARTMENT via email within two business days;
- c. Require Authorized Users to provide proof of fare when riding the system and require them to tap their UTA Transit Card upon boarding a UTA vehicle;
- d. Give DEPARTMENT staff access to the UTA Partner Website and provide training on how to use the website;
- e. Activate and deactivate all ID's requested by the DEPARTMENT within one business day of receipt of request;
- f. Provide a bulk import result email for each bulk import submitted by the DEPARTMENT for Pass activations and deactivations;
- g. Collaborate with the DEPARTMENT to address and resolve Grievances made by Authorized Users;
- h. Meet with the DEPARTMENT at a minimum annually to discuss key information to assist CONTRACTOR in complying with rules and regulations.
- i. Comply with all Medicaid Rules and regulations including, but not limited to, Utah Administrative Rule R414-306-6, 42 CFR 440.170, Utah Medicaid Provider Agreement, and the Medical Transportation Services Manual, as applicable;
- j. Allow a PCA to ride free when accompanying a Member with a disability;
  - i. The PCA is not required to have a Pass when accompanying the Member.
  - ii. Members who require a PCA will have the words "Attendant: Yes" printed on the front of their UTA Transit Card.
  - iii. Members may only be accompanied by one PCA, however, if a Member requires the assistance of more than one individual, the additional attendant must have their own Pass or pay a transit fare.

## **2. Reports**

- a. CONTRACTOR shall provide the DEPARTMENT access to standard reports through the UTA partner website at [www.tap2ride.com](http://www.tap2ride.com).
- b. CONTRACTOR shall report usage data in a monthly report, by the 20th day of the following month. CONTRACTOR's monthly report shall include:

- i. Ridership details of each activated UTA Transit Card during the measurement period. Ridership details shall include the following information:
    - 1. UTA Transit Card ID
    - 2. Tap-on and Tap-off date, time, and location
    - 3. Service Type (e.g., bus, TRAX, etc.)
    - 4. Route Number
  - ii. Total Trips and Journeys per month by UTA Transit Card ID
- c. CONTRACTOR shall collaborate with the DEPARTMENT to create additional custom reports as requested by the DEPARTMENT.

**3. The DEPARTMENT shall:**

- a. Ensure that all Members are able to apply for and receive a UTA Transit Card. This includes Members who live within CONTRACTOR's service areas, do not live in a long-term care facility, and do not have access to a working vehicle;
- b. Determine if Members with a disability need to travel with a PCA and issue to Members that qualify a Pass with "Attendant: Yes" printed on it;
- c. Issue a UTA Transit Card to all Authorized users which includes Parent/Guardian Attendants accompanying Members age 17 and under;
- d. Communicate to Authorized Users that names are required on the UTA Transit Card signature strip;
- e. Provide CONTRACTOR with the names and email addresses of all staff that require access to the UTA Partner Website;
- f. Ensure that all Authorized Users have a defined UTA Transit Card eligibility time period that corresponds with the Member's Medicaid eligibility plus 30 days as defined below;
  - i. An additional 30-day grace period will be allotted to all eligible Members to account for delays in eligibility certification.
- g. Provide CONTRACTOR a bulk import file detailing Pass activations and deactivations. The bulk import file shall include the following;
  - i. If the card was issued to a Member with a disability
- h. Perform all Pass replacements by submitting a bulk import file or through the UTA partner website at: [www.tap2rideuta.com](http://www.tap2rideuta.com) to prevent an Authorized User from having two active UTA Transit Cards at the same time;
- i. Communicate to Authorized Users CONTRACTOR's requirement to tap-on and tap-off at designated card readers when riding Authorized Services;
- j. Collaborate with CONTRACTOR on Member instructions and distribute them with each UTA Transit Card issued;

- k. Allow Authorized Users unlimited monthly trips after eligibility is confirmed;
- l. Address all Grievances made by Authorized Users related to the distribution, activation, and usage of the UTA Transit Cards;
- m. Assist Authorized Users with UTA Transit Card questions via the HPR Line and using the MyBenefits tool.

**4. Form of Pass**

- a. CONTRACTOR shall provide UTA Transit Cards to the DEPARTMENT that will be embedded with a unique electronic microchip. Each card will be individually numbered.
- b. CONTRACTOR will provide the DEPARTMENT up to fifty-five thousand (55,000) UTA Transit Cards for the first two years of the contract. The number of UTA Transit Cards provided by CONTRACTOR after the first two years of the contract term will be renegotiated.
- c. The DEPARTMENT shall request UTA Transit Cards by providing CONTRACTOR with an eight (8) week lead time and sending a written request to [passprograms@rideuta.com](mailto:passprograms@rideuta.com).
- d. CONTRACTOR shall provide two different card designs to be distributed to Authorized Users.
  - i. Standard UTA Transit Cards that may be used by Members or Parent/Guardian Attendants.
  - ii. UTA Transit Cards with "Attendant: Yes" printed on them that may be used by Members with a disability.

**5. Pass Recognized as Transit Fare**

- a. A UTA Transit Card issued to an Authorized User under this contract, when used by such Authorized User in accordance with the following CONTRACTOR's Cardholder Rules shall be recognized as full fare on Authorized Services:
  - i. Authorized Users are required to tap-on and tap-off. Failure to do so may result in a citation or fine to pursuant to CONTRACTOR's ordinances.
  - ii. Authorized Users must provide valid photo identification upon request by a CONTRACTOR Operator, Officer, and/or Fare Inspector.

**6. Reimbursement**

- a. The DEPARTMENT shall reimburse CONTRACTOR yearly based on the negotiated contracted rate of \$1,210,000 per year for the first two years of this contract.
- b. Starting 1/1/2024 the DEPARTMENT and CONTRACTOR shall negotiate to amend the contract amount (see E.1.f) using data collected that reflects the usage of Authorized Users.

- c. CONTRACTOR shall submit an invoice to the DEPARTMENT for the annual contracted rate as described above on July 1, 2022 for contract year one and on July 1, 2023 for contract year two. Payment is due within thirty (30) days of invoice receipt.
- d. CONTRACTOR must accept the DEPARTMENT payment as payment in full and cannot bill the Member for any amount with the exception of any fines or citations incurred by the Member.

**7. Record Retention**

- a. CONTRACTOR shall maintain or supervise the maintenance of all records necessary to properly account for their performance and the payments made by the DEPARTMENT to CONTRACTOR under the contract. These records shall be retained by CONTRACTOR for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. CONTRACTOR agrees to allow, at no additional cost, the State of Utah, federal auditors, and the DEPARTMENT's staff, access to all such records.

**8. Access to Records**

- a. CONTRACTOR agrees to provide the DEPARTMENT, or any of their authorized representatives, access to any books, documents, papers, and records of CONTRACTOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions;

**9. Administrative Hearings and Judicial Proceedings**

- a. CONTRACTOR shall provide reasonable assistance to the DEPARTMENT in all prehearings and judicial proceedings concerning Member incidents occurring while using UTA Authorized Services;
- b. Assistance includes, but is not limited to, providing all available and necessary documentation;
- c. CONTRACTOR further agrees to provide representation at all prehearings and other judicial proceeding at no additional cost to the State.

**10. Telephone Inquiries**

- a. CONTRACTOR will provide a telephone number for the purpose of responding to inquiries regarding transportation by bus or TRAX. CONTRACTOR will operate the telephone line at least Monday through Friday from 8:00AM to 5:00PM Mountain Standard Time, or Mountain Daylight Time, as applicable.

**11. Disputes Between Parties**

- a. All disputes, including those involving reduction of payments, are subject to the Administrative Procedures Act (UCA Section 63G-4) and Utah Administrative Procedures, R410-14. CONTRACTOR has full rights to

appeal through the DEPARTMENT's administrative hearing process any action of the DEPARTMENT that adversely affects CONTRACTOR;

- b. The Parties agree to attempt to resolve disputes informally before resulting to administrative hearings or judicial action.

## **12. Legislative Action**

- a. If the Utah State Legislature enacts policy that eliminates all CONTRACTOR fares for all Utah residents, then this contract will be voided on the effective date specified in the bill.

## **G. CONFIDENTIALITY**

1. The content of this contract and any information each party learns from the other party about this transaction are confidential. Each party bears strict confidentiality obligations and may not disclose it without the written permission of the disclosing party.
2. Neither party shall not transmit the use of Member PII or PHI for the purposes of this contract. Identifiable characteristics of PII and PHI include, but are not limited to, Member name, Medicaid ID number, date of birth, place of residence, social security number, contact information, or any other identifying information.
3. A DEPARTMENT security risk assessment concluded neither PII nor PHI will be transferred that can identify a Member. The two numbers being transferred are only meaningful to the entities who hold the numbers. Therefore, this is a low risk and a BAA is not needed.
4. Notwithstanding the foregoing, both CONTRACTOR and the DEPARTMENT are subject to the Utah Government Records Access Management Act (UCA 63G-2) and must comply with its disclosure requirements.

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

To: Records Officer  
**Utah Transit Authority**  
 669 West 200 South  
 Salt Lake City, UT 84101

***UTA is a local district political subdivision of the State of Utah, subject to the provisions of the Governmental Records Access and Management Act ("GRAMA"), (see Utah Code Ann. §63G-2-101 et seq.) which defines the scope and nature of what records may be produced. Pursuant to Utah Code Ann. § 63G-2-206, et seq., UTA may share records classified as "private" "protected" "controlled" and / or "exempt if the requesting governmental entity provides certain written assurances. Please complete the form below and return to the Records Officer at the address listed above for consideration of the request.***

**The timeframe for this record sharing agreement the records will be provided is five years. (\*Please note, should the provisions under Utah Code Ann. 63G-2-2-206 change, a new record sharing agreement may be required):**

**Detailed description of records to be shared** (Please specify records requested)

Medicaid member transit pass recipients electronic toll collection customer account and travel information

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- ☐ UTA will provide the specified record(s) pursuant under the Government Record Sharing Provisions of the Utah Government Records Access & Management Act, Utah Code § 63G-2-206(3)(a) to the Utah Department of Health, as they are authorized by state statute to receive the records for audit purposes and the record is needed for that purpose.

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*\*Records requested through Record Share by another government agency are normally gathered without cost, unless the request requires extraordinary research and/or staff time. You will be notified, prior to release, if a fee will be associated with your request.*

**AFFIRMATION:**

I \_\_\_\_\_ hereby affirm:

- that the record(s) or record series is necessary to the performance of the governmental entity's duties and functions;



- that the record or record series will be used for a purpose similar to the purpose for which the information in the record or record series was collected or obtained;
- the use of the record or record series produces a public benefit that is greater than or equal to the individual privacy right that protects the record or record series;

**I agree to maintain Utah Transit Authority’s *Protected* classification (see Utah Code 63G-2-302(1)(s)) of the record(s) and the accompanying restrictions on access. I acknowledge that by receiving the record(s) described above, I am subject to the same restrictions on disclosure of the record as Utah Transit Authority.**

- ☐ I agree that any requests for records obtained through this record sharing request through GRAMA, FOIA or other means shall be sent to Utah Transit Authority for response.
- ☐ I hereby acknowledge the terms and conditions outlined above for release of the requested records described above, and I hereby agree to abide by the provisions, as more completely outlined in the Utah Government Records Access and Management Act.

**Attached is verification of credentials or proof that shows my status as an employee of the governmental entity.** (A copy of a business card and/or government issued ID is sufficient.)

Signature
Title
Governmental Entity
Business Address
Business Telephone Number
Business Email Address