



# UTAH DEPARTMENT OF HEALTH & HUMAN SERVICES CONTRACT AMENDMENT

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

2216505  
DHHS Log Number

1. **CONTRACT NAME:** The name of this contract is UTA Transit Cards Amendment 2.
2. **CONTRACTING PARTIES:** This contract amendment is between the Utah Department of Health & Human Services (DHHS) and UTAH TRANSIT AUTHORITY (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

3. **PURPOSE OF CONTRACT AMENDMENT:** The purpose of this amendment is to add funding for Utah state fiscal year 2025 through fiscal year 2027.

4. **CHANGES TO CONTRACT:**

1. The contract amount is being changed. The amount as of amendment 1 was \$2,386,850. The funding amount will be increased by \$3,630,000 in federal/state/other funds. New total funding is \$6,016,850.
2. Attachment B, effective 07/01/2024, is replacing Attachment B, which was effective 07/01/2022.

All other conditions and terms in the original contract and previous amendments remain the same.

5. **EFFECTIVE DATE OF AMENDMENT:** This amendment is effective 07/01/2024.
6. **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.

7. 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.

**Contract with Utah Department of Health & Human Services and UTAH TRANSIT AUTHORITY,  
Log # 2216505**

IN WITNESS WHEREOF, the parties enter into this agreement.

**CONTRACTOR**

**STATE**

By: \_\_\_\_\_  
Jay Fox  
Executive Director, Utah  
Transit Authority  
Date

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

By: \_\_\_\_\_  
Viola Miller  
Chief Financial Officer, Utah  
Transit Authority  
Date

By: <sup>DocuSigned by:</sup> Mike Bell 5/31/2024  
70E33A415BA44F6...  
Mike Bell  
Assistant Attorney General  
Counsel, Utah Transit Authority  
Date

## Attachment B

### TRANSPORTATION CONTRACT

#### WITH THE DEPARTMENT OF HEALTH AND HUMAN SERVICES

#### 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 the CONTRACTOR \$1,210,000 annually f, in accordance with the provisions of this contract.

**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.. If necessary, the CONTRACTOR agrees to negotiate with the DEPARTMENT to provide additional cards.
- 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.
- b. CONTRACTOR shall submit an invoice to the DEPARTMENT for the annual contracted rate as described above on July 1 at the beginning of each contract year Payment is due within thirty (30) days of invoice receipt.

- c. 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 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.