

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF CONNECTICUT**

DEBORAH CARR and EDINELIS VEGA,	:	CIVIL ACTION NO. 3:19-cv-35
Plaintiffs,	:	
Individually and on behalf of all	:	
other persons similarly situated,	:	
	:	
and	:	
	:	
TERRILYNNE TRUDEAU and	:	
MATTHEW IBRAHIM,	:	
Plaintiffs,	:	
Individually and on behalf of all	:	
other persons similarly situated	:	
v.	:	
	:	
RODERICK BREMBY,	:	
in his official capacity as	:	
Commissioner of the State of	:	
Connecticut Department of Social Services	:	
Defendant,	:	
and	:	
	:	
VEYO, A SUBSIDIARY OF TOTAL	:	
TRANSIT, INC.	:	
Defendant.	:	

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is entered into by and between the following parties: named plaintiffs Deborah Carr, Edinelis Vega, Terrilynne Trudeau, and Matthew Ibrahim (referred to collectively as the “Plaintiffs”), on behalf of themselves and all members of the Settlement Class and Settlement Subclass, as defined below, and the defendant Roderick Bremby, in his official capacity as Commissioner of the State of Connecticut Department of Social Services (“Department” or “DSS”), and Veyo, a subsidiary of Total Transit, Inc. DSS and Veyo may be referred to herein collectively as “Defendants,” and Plaintiffs and Defendants are referred to collectively in this Agreement as the “Parties.”

WHEREAS, Plaintiffs, as low-income recipients of the Connecticut “HUSKY” Medicaid program, commenced this Action (defined below) on their own behalf and also on behalf of all other persons similarly situated against DSS, the single state agency charged with administering the Connecticut “HUSKY”/Medicaid Program, and later amended the complaint to add Veyo;

WHEREAS, DSS entered into a contract (the “Veyo Contract”) with Total Transit, Inc., effective January 1, 2018, to arrange for the provision of Non-Emergency Medical Transportation (“NEMT”) services (defined below) to eligible recipients of Connecticut “HUSKY”/Medicaid;

WHEREAS the Veyo Contract has since been assigned from Total Transit, Inc., to Veyo, LLC;

WHEREAS, on January 16, 2019, Plaintiffs filed the Amended Class Action Complaint (the “Complaint”) on behalf of themselves and a putative class and subclass in the lawsuit styled *McNee et al. v. Bremby et al.*, Civil Action No. 3:19-cv-35 (D. Conn.) (“Action”), which alleges that Defendants violated the Due Process Clause of the Fourteenth Amendment of the United States Constitution, the Americans with Disabilities Act, and Section 504 of the Rehabilitation Act in its administration of NEMT services for Connecticut’s Medicaid program;

WHEREAS, Plaintiffs thereafter, on February 5, 2019, filed Motions to Intervene by Mickael Coombs and Pablo Perez, and, on March 11, 2019, filed a Motion to Amend/Correct Complaint;

WHEREAS, the Court, on September 27, 2019, denied without prejudice the Motions to Intervene and to Amend/Correct Complaint;

WHEREAS, the Parties have been engaged in intensive arms-length negotiations and settlement meetings to resolve the Action with a view toward resolving Plaintiffs’ claims on

behalf of themselves and the Settlement Class and Settlement Subclass, and also with a view toward improving access to NEMT for the Settlement Class and Settlement Subclass as a whole, while avoiding the cost, delay, and uncertainty of further litigation, trial and subsequent appellate proceedings;

WHEREAS, this Agreement is subject to the approval of the Court in accordance with Rule 23(e) of the Federal Rules of Civil Procedure. For the purposes of this Agreement only, the Parties request that this Court certify the Settlement Class and Settlement Subclass as defined herein and appoint Plaintiffs as Settlement Class Representatives, and to also appoint Plaintiffs' attorneys, Nilda R. Havrilla, Kristen Noelle Miller Hatcher, James Haslam, and Matthew Dillon of Connecticut Legal Services, Inc., as Class Counsel, defined below, in this case;

WHEREAS, for the purposes of this Agreement only, the Parties request that this Court re-open and grant Plaintiffs' Motion to Amend/Correct the Complaint. The Parties agree that for the purposes of this Agreement only, the resultant Second Amended Complaint is the operative complaint in this Action;

WHEREAS, this Agreement embodies the entire agreement and understanding of the Parties with respect to the settlement of this Action;

WHEREAS, Plaintiffs and Class Counsel, defined below, have considered the terms and conditions of this Agreement and concluded that they are fair, reasonable, and adequate to the Settlement Class and Settlement Subclass and in the best interests of the Settlement Class and Settlement Subclass;

WHEREAS, Plaintiffs, on behalf of themselves and as the representatives of the Settlement Class and Settlement Subclass, DSS, and Veyo desire to resolve the Action;

WHEREAS, the Parties execute this Agreement to compromise and settle protracted, complicated, and expensive litigation;

WHEREAS, DSS and Veyo maintain that they have substantial factual and legal defenses to all claims, allegations, Settlement Class, and Settlement Subclass claims in the Action. DSS and Veyo further deny any and all liability or wrongdoing to Plaintiffs, to the Settlement Class and Settlement Subclass, and as alleged in the Action, and further deny each and every allegation of wrongdoing, liability, and damages that were or could have been asserted in the Action, and further deny that the claims in the Action would be appropriate for class certification if the Action were to proceed. Nonetheless, DSS and Veyo have concluded that further litigation would be protracted and expensive, have taken into account the uncertainty and risks inherent in this Action, and have determined that it is desirable that the Action be fully, completely, and finally settled in the manner and upon the terms set forth in this Agreement. Without admitting liability or wrongdoing whatsoever, DSS and Veyo agree to the terms of this Agreement in order to resolve all issues relating to the subject matter of the Action including the Released Claims, defined below, and Released Claims of NEMT Users, defined below, in the Action;

WHEREAS, Plaintiffs maintain that the legal claims set forth on behalf of the putative Settlement Class and putative Settlement Subclass are supported by substantial evidence and that all the necessary elements necessary for class certification would be easily met. Having weighed the advantages and disadvantages of protracted litigation, Plaintiffs have determined it is desirable and most expedient to resolve this matter in the manner and terms set forth in this Agreement;

WHEREAS, Plaintiffs retain the right to assert whatever claims they may have under state and federal law that arise after the expiration of the term, set forth in Section XI, of the Agreement with respect to any claim concerning the adequacy of Defendants' implementation of any of the requirements of federal law related to the provision of NEMT services as a covered

benefit under the Connecticut Medicaid program. In any dispute that arises after the expiration of the term of this Agreement, the provisions of the Agreement may not be looked to for guidance as to a standard of care applicable to Defendants, the meaning of any requirements of federal or state Medicaid law, or as a basis for the obligations of Defendants;

NOW THEREFORE, in light of the foregoing, for good and valuable consideration, the receipt of which is hereby mutually acknowledged, the Parties agree, subject to approval by the Court, as follows:

I. DEFINITIONS

In addition to the terms defined within this Agreement, the following terms have the meanings set forth below for the purpose of this Agreement.

1. “Agreement” or “Settlement” or “Settlement Agreement” means this settlement agreement of the Action by and between Plaintiffs and Defendants to fully resolve the Action on the terms set forth herein.

2. “Class Counsel” means:

Nilda R. Havrilla
Kristen Noelle Miller Hatcher
James Haslam
Matthew Dillon
Connecticut Legal Services
16 Main Street
New Britain, CT 06051

3. “Class Period” means the period from January 1, 2018 through and including the Effective Date.

4. “Community Health Network of Connecticut” or “CHNCT” means the medical administrative services organization under the Medicaid program in Connecticut, under contract with DSS as of the Effective Date of this Settlement Agreement for the management of the

provision of medical services for Medicaid/HUSKY Members, including Utilization Management Services and Intensive Care Management Services as described in Section III of this Agreement, subject to the provisions set forth herein.

5. “Court” means the United States District Court for the District of Connecticut.

6. “Days” refers to calendar days unless otherwise specified.

7. “Defense Counsel” means:

For DSS: Tanya DeMattia, Assistant Attorney General
State of Connecticut
Office of the Attorney General
165 Capitol Avenue
Hartford, CT 06106

For Veyo: Thomas C. Blatchley
Joseph J. Blyskal
Gordon & Rees Scully Mansukhani LLP
95 Glastonbury Boulevard, Suite 206
Glastonbury, CT 06033

8. “Effective Date” means the fifth (5th) business day after which all of the following events have occurred: execution of this Agreement by or on behalf of Plaintiffs and Defendants; and the Court has entered without material change the Final Approval Order. In the event of an appeal or other request for review, Defendants may move for a stay of their obligations under this Agreement pending a non-appealable judgment of which no further appeal or other further right of review is available.

9. “Entire Settlement Class” means the Settlement Class and the Settlement Subclass.

10. “Final” with respect to the Final Approval Order, defined below, the Judgment, defined below, and any award of attorneys’ fees, costs and expenses, means entry of the Final Approval Order and Judgment. If the Final Approval Order and/or Judgment is set aside,

modified, or overturned by the Court or on appeal, and is not fully reinstated on further appeal, the Final Approval Order and/or Judgment shall not become Final.

11. “Final Approval” means the date that the Court enters an order and judgment granting final approval to the Settlement. In the event that the Court issues separate orders addressing the foregoing matters, then Final Approval means the date of the last of such orders.

12. “Final Approval Hearing” means the Final Approval Hearing set forth in Paragraphs 65-66 of this Agreement.

13. “Final Approval Order” means the order and final judgment in the attached form of **Exhibit A** that the Court enters upon Final Approval. In the event that the Court issues separate orders addressing the matters constituting Final Approval, then Final Approval Order includes all such orders.

14. “Intensive Care Management” or “ICM” refers to the organization and implementation of activities to assess needs, maximize coordination of resources and improve the health and outcomes for individual Members with significant clinical conditions that severely impact their daily lives. These Members may have one or more chronic conditions with or without co-occurring behavioral health conditions, or environmental and social circumstances which prevent an efficient utilization of medically necessary care and resources. ICM is a collaborative, person-centered process of assessment, planning, facilitation, care coordination and advocacy for options and services to meet a member's comprehensive health needs through communication and available resources to promote quality.

15. “Judgment” means the judgment to be entered by the Court pursuant to the Final Approval Order.

16. “Mailed Class Notice” means the mailed notice of pendency of the Action and proposed settlement that the Parties will ask the Court to approve in connection with the motion for preliminary approval of the settlement. The Mailed Class Notice will be mailed to all NEMT-Users and is attached to this Agreement as **Exhibit B**.

17. “Medicaid” or “HUSKY” refers to the joint federal-state medical assistance program established by Title XIX of the Social Security Act to provide funding for covered health care services for eligible persons and administered by participating states by way of an approved state plan; in Connecticut, the program is known as the “HUSKY” program and is administered by Defendant Commissioner.

18. “Medical necessity” or “medically necessary” has the same meaning as Conn. Gen. Stat. § 17b-259b and applies to the provision of medical, behavioral, dental, and mode of NEMT services covered under Medicaid.

19. “Members” means individuals eligible for coverage under the Medicaid/HUSKY program, who are or were enrolled in the program and are or were eligible to receive NEMT services at any time during the Class Period.

20. “Nonemergency Medical Transportation” or “NEMT” refers to the provision to eligible Members of transportation to non-emergency medical appointments, in accordance with the requirements of applicable law.

21. “NEMT-User” means a member of the Entire Settlement Class who has requested NEMT on at least one occasion during the Class Period.

22. “Objection” means an objection filed with the Court by a member of the Entire Settlement Class objecting to any aspect of the Settlement.

23. “Opt-out Form” means the form to be submitted by an NEMT-User in order to be excluded from the Entire Settlement Class. The Opt-out Form will be substantially in the form attached hereto as **Exhibit C**.

24. “Opt-out/Objection Deadline” means the date by which Objections must be filed and postmarked and mailed to Class Counsel and Defense Counsel (and postmarked and mailed to the Settlement Administrator, defined below, in the case of NEMT-Users), and by which an Opt-out Form must be postmarked and mailed to the Settlement Administrator, Class Counsel, and Defense Counsel. The Opt-out/Objection Deadline will be at 11:59 p.m. Eastern Time (EST) on the last day of the Opt-out/Objection Period.

25. “Opt-out/Objection Period” means the period commencing upon the date of the mailing of the Class Notice, which will occur within 30 days after the Preliminary Approval Date (defined below) (or such other time as the Court orders), and concluding at 11:59 p.m. Eastern Time (EST) on the thirtieth (30) day thereafter.

26. “Posted Class Notice” means the publicly posted notice of pendency of the Action and proposed settlement that the Parties will ask the Court to approve in connection with the motion for preliminary approval of the settlement. The Posted Class Notice will be posted at the locations identified herein and is attached to this Agreement as **Exhibit D**.

27. “Preliminary Approval Date” means the date that the Court enters, without material change, an order preliminarily approving the Settlement in the form jointly agreed upon by the Parties.

28. “Preliminary Approval Order” means the order of the Court in the form of **Exhibit E** hereto that preliminarily approves the settlement, certifies the classes identified herein for the purposes set forth in this Agreement, and approves the Posted Class Notice and Mailed Class Notice.

29. “Released Claims” means and includes any and all claims, rights, actions, causes of action, suits, demands, liability matters, controversies, and issues for injunctive, declaratory, and/or any other non-monetary relief or other non-monetary remedies of any nature whatsoever, that result from, are based upon, or relate to the conduct, omissions, or duties of Released Parties from the beginning of time through the last date that the Agreement is in effect, whether based on any federal law, state law, common law, territorial law, tribal law, foreign law, contract, rule, regulation, statute, any regulator promulgation (including but not limited to, any opinion or declaratory ruling), common law or equity, whether known or unknown, unasserted, foreseen or unforeseen, actual or contingent, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, of every nature and description that have been or could have been asserted as arising out of the conduct that is the subject of the Action by Plaintiffs on behalf of themselves or on behalf of the Entire Settlement Class.

30. “Released Claims of NEMT Users” means and includes any and all claims, rights, actions, causes of action, suits, demands, liability matters, controversies, and issues, whether for non-monetary, injunctive, and/or declaratory relief, damages, costs, compensatory damages, punitive damages, exemplary damages, attorneys’ fees, expenses, costs, losses, and remedies of any nature whatsoever, that result from, are based upon, or relate to the conduct, omissions, or duties of Released Parties from the beginning of time through the last date that the Agreement is in effect, whether based on any federal law, state law, common law, territorial law, tribal law, foreign law, contract, rule, regulation, statute, any regulator promulgation (including but not

limited to, any opinion or declaratory ruling), common law or equity, whether known or unknown, unasserted, foreseen or unforeseen, actual or contingent, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, of every nature and description that have been or could have been asserted as arising out of the conduct that is the subject of the Action by Plaintiffs on behalf of themselves or on behalf of the Entire Settlement Class, including their claims for monetary damages, in the Action. For the avoidance of doubt, “Released Claims of NEMT Users” includes the money damages asserted in the Action and any claims for money damages for personal or other injury arising under claims made in the Complaint, Amended Complaint, and the Second Amended Complaint (operative complaint). “Released Claims of NEMT Users” do not, however, include claims seeking compensatory damages for bodily injuries allegedly arising out of the use by a member of the Entire Settlement Class of NEMT or the claimed inability to obtain, or delay in obtaining, medical treatment because of NEMT.

31. “Released Parties” means: (a) Veyo and each of its respective present and former divisions, subsidiaries, predecessors, investors, parent companies, successors, assigns, and affiliates, any direct or indirect subsidiary of Veyo and each of their respective present and former divisions, subsidiaries, predecessors, investors, parent companies, successors, and affiliates, and all of the present and former officers, directors, members, managers, employees, agents, insurers, brokers, distributors, representatives, advisors, consultants, partners, joint venturers, independent contractors, shareholders, and attorneys of all such entities and persons; (b) Total Transit, Inc. and each of its respective present and former divisions, subsidiaries, predecessors, investors, parent companies, successors, assigns, and affiliates, any direct or indirect subsidiary of Total Transit, Inc. and each of their respective present and former

divisions, subsidiaries, predecessors, investors, parent companies, successors, and affiliates, and all of the present and former officers, directors, members, managers, employees, agents, insurers, brokers, distributors, representatives, advisors, consultants, partners, joint ventures, independent contractors, shareholders, and attorneys of all such entities and persons; (c) the

Department/DSS, including any successor agency, and any present, former, or future officers, administrators, staff, employees, agents and assigns of the State of Connecticut or any of its agencies, including the Defendant Roderick Bremby, in his official capacity as Commissioner of Department, and any successor Commissioner in his or her official capacity; and/or (d) any person or entity providing NEMT services to Entire Settlement Class on behalf of Veyo, Total Transit, Inc., and/or DSS, and all of the present and former officers, directors, members, managers, employees, agents, insurers, brokers, distributors, representatives, advisors, consultants, partners, joint venturers, independent contractors, shareholders, and attorneys of all such entities and persons.

32. “Releasing Parties” means the named Plaintiffs and all members of the Entire Settlement Class, each on behalf of himself or herself and on behalf of anyone claiming through them or on their behalf such as and each of their respective executors, estates, representatives, heirs, administrators, affiliates, predecessors, assigns, beneficiaries, successors, bankruptcy trustees, guardians, joint tenants, tenants in common, tenants by the entirety, agents and attorneys.

33. “Settlement Administrator,” subject to Court approval, means Angeion Group, located at 1650 Arch Street, Suite 2210, Philadelphia, PA 19103, unless another third-party administrator is later agreed to by the Parties in writing and approved by the Court. The Settlement Administrator will be charged with mailing the Mailed Class Notice to NEMT-Users,

tracing, and re-mailing (one time only), as well as receiving timely and properly completed OptOut Forms and Objections from NEMT-Users. The Settlement Administrator will be compensated by or on behalf of Veyo.

34. “Specialized Transportation” means a mode and level of NEMT, other than mileage reimbursement, public transit, sedan or livery, or wheelchair equipped vans that accommodate only standard sized wheelchairs, including, but not limited to, vehicles that can safely accommodate bariatric wheelchairs, that has been determined to be medically necessary for an individual Member.

35. “Utilization Management” or “UM” is the process of evaluating and determining, at a minimum, the appropriateness of covered services provided to Members as well as the provision of assistance to clinicians or Members to ensure appropriate use of resources.

II. CERTIFICATION OF THE SETTLEMENT CLASS AND SUBCLASS

36. For the purposes of this Agreement only, and without Defendants conceding that Plaintiffs have satisfied the requirements to certify a class and/or subclass, the Parties agree to ask the Court to certify the following “Settlement Class” and “Settlement Subclass” under Rules 23(b)(2) and (e) of the Federal Rules of Civil Procedure:

Settlement Class: For the duration of this Agreement, all Members who are Connecticut residents, who during the Class Period, were, are, or who become eligible to receive Medicaid assistance and who were, are, or who become eligible for NEMT by means other than public transit under applicable law as administered by DSS.

Settlement Subclass: For the duration of this Agreement, members of the Settlement Class who were, are or who become unable to travel by way of public transit due to their disabilities and for whom specialized transportation was or has been determined under applicable law as administered by DSS to be medically necessary.

37. With the exception of anyone who is, has been, or becomes eligible for Medicaid during the term of this Agreement and otherwise qualifies as a member of the Settlement Class or Settlement Subclass, the following are excluded from the Settlement Class and the Settlement Subclass: (1) any judge or magistrate judge of the United States or their spouses, and persons within the third degree of relationship to either of them; (2) Veyo, as well as any parent, subsidiary, affiliate, or control person of DSS or Veyo, and the officers, directors, agents, servants, or employees of DSS and Veyo; (3) the Department/DSS, as well as any successor agency, including any successor agency, and any present, former, or future officers, administrators, staff, employees, agents and assigns of the State of Connecticut or any of its agencies, including the Defendant Roderick Bremby, in his official capacity as Commissioner of Department, and any successor Commissioner in his or her official capacity; (4) any of the Released Parties; (5) the immediate family of any such person(s); and (6) Class Counsel and their employees.

38. This Agreement is expressly contingent upon the satisfaction, in full, of the material conditions set forth below.

III. SETTLEMENT CONSIDERATION

39. The Settlement consideration consists of non-monetary, programmatic changes to NEMT to be implemented as set forth herein specifically: (A) identification and referral of certain members of the Entire Settlement Subclass for ICM support as described in Section III.A. below; (B) Veyo's implementation of increased training, monitoring, and requirements that NEMT providers use GPS tracking as described in Section III.B below; and (C) Notices, Education and Outreach as described in Section III.C below.

40. In exchange for the mutual promises and covenants in this Agreement, including, without limitation, the releases set forth herein, and the dismissal of the Action with prejudice upon Final Approval, DSS and Veyo agree to implement the following:

A. Identification of members of the Entire Settlement Class for Referral to Intensive Care Management for Assistance in Accessing Medically Necessary Specialized Transportation

41. The Parties agree that CHNCT will be permitted a reasonable amount of time, but not more than two months, from the Effective Date, to initiate the implementation of the following sections:

(1) Referral to Intensive Care Management (ICM) for NEMT Support

- a. DSS and CHNCT shall offer the opportunity for referral for ICM support through CHNCT to the Entire Settlement Class members identified in subsection d below.
- b. The Parties agree that ICM support is not itself a covered Medicaid service, and that there is no administrative or judicial remedy for any member of the Entire Settlement Class who is not referred to, or does not receive ICM pursuant to this section. The lack of receipt of ICM as to any member of the Entire Settlement Class on the revised list defined in subsections e and g below does not constitute a breach of this Agreement.
- c. DSS shall, within the next business day after the Effective Date of this Agreement, notify CHNCT that this this Action has been settled.
- d. DSS and Veyo shall, within the next business day after the Effective Date of this Agreement, begin the process of identifying and compiling a preliminary list comprised of (1) members of the Entire Settlement Class who have utilized

Specialized Transportation on at least two occasions since the effective date of the Veyo Contract; and (2) members of the Entire Settlement Class who have had requests for Specialized Transportation denied by DSS or Veyo since the effective date of the Veyo Contract.

- e. DSS and Veyo shall then, within two weeks of the Effective Date, revise the preliminary list to create a revised list by removing any member of the Entire Settlement Class for whom ambulance transport has been or is determined to be medically necessary since the effective date of the Veyo Contract, including those members of the Entire Settlement Class requiring “stretcher transport” via ambulance as referenced in Plaintiffs’ Second Amended Complaint.
- f. The Parties agree that members of the Entire Settlement Class for whom in-state ground ambulance is medically necessary shall have their ambulance transport scheduled in accordance with DSS Provider Bulletin 2018-61 (effective January 1, 2019).
- g. The Parties agree that the revised referral list is solely for the purpose of identifying members of the Entire Settlement Class for referral to CHNCT for ICM support, and that except for class members on the revised referral list for whom Veyo has already authorized Specialized Transportation, there must be an individualized medical necessity determination by CHNCT's Utilization Management (“UM”) team, as described in Section (3) below, for each class member included on the revised referral list before a request for Specialized Transportation is authorized.

- h. Within the next business day of the completion of the revised referral list, DSS will provide the revised referral list to CHNCT.
- i. Upon receipt of the revised referral list from DSS, but in no event later than two months from the Effective Date of the Agreement, CHNCT will initiate the process of contacting class members on the revised referral list, on a rolling basis, to explain and offer ICM support.
- j. If CHNCT is not able to reach a class member on the revised referral list within five (5) business days of attempted contact, CHNCT may reach out to Veyo for guidance or assistance. All class members on the referral list will be contacted and offered ICM support within eight weeks of receipt of the revised list from DSS.
- k. For those class members who agree to accept ICM support, CHNCT's ICM team shall perform a full assessment of the class member, including a preliminary recommendation as to whether the class member may require Specialized Transportation. In the event that CHNCT does not have enough medical information to make such a full assessment of the class member's functional status, the CHNCT ICM team will contact the class member's health care provider(s).
- l. CHNCT's UM team shall have access to this assessment for use in making medical necessity determinations in accordance with Section (3) below.
- m. The specific ICM services offered to an individual class member by CHNCT shall be determined by DSS and CHNCT. Nothing in this Agreement shall alter, amend, expand or reduce the scope or types of services available through ICM

pursuant to CHNCT's contract with DSS, other than those set forth in this Agreement.

- n. ICM support for class members referred under this section may include coordination with Veyo for Veyo to book and schedule Specialized Transportation; requesting that Veyo follow-up on a late ride or “no show” by a transportation provider; requesting that Veyo communicate with a transportation provider regarding late/“no show”/cancelled rides; and other tasks necessary for the referred class members to access NEMT.
 - o. Any class member’s participation in ICM is strictly voluntary, and any class member may decline or discontinue participation in ICM and any class member may decline a service offered by ICM. Any such declination or discontinuation of participation in ICM by a class member shall not preclude future participation in ICM by that class member, and any such class member’s declination or discontinuation of participation in ICM shall not constitute a breach of this Agreement or any other claim that would afford judicial relief. CHNCT will continue, in accordance with its contract with DSS, to accept referrals for ICM of Members from a variety of sources. The Parties agree that not all class members will require or accept ICM support. Neither DSS nor CHNCT shall be held responsible for any Member who refuses to accept or discontinues ICM support.
- (2) Medical Services Planning for Specialized Transportation Requests**
- a. As part of CHNCT’s ICM program under its contract with DSS, ICM staff assists in the coordination of care for Members with significant clinical conditions that

impact their daily lives, including, where ICM has deemed it appropriate, assisting Members with scheduling appointments.

- b. CHNCT will assist with scheduling appointments for the class members on the referral lists who have accepted ICM services based on each individual class member's needs and provider availability. CHNCT will make best efforts to efficiently schedule appointments.
- c. CHNCT utilizes a person-centered approach when coordinating or assisting with coordinating care for Members. Appointments are scheduled based on the needs of the Member and the availability of providers.
- d. If CHNCT is aware that multiple appointments with the same or different providers may be required for a class member for whom Specialized Transportation has been determined to be medically necessary, CHNCT shall make best efforts to efficiently schedule such appointments, taking into consideration the individual class member's needs and provider availability.
- e. CHNCT will also offer, where appropriate, to assist with the coordination of the arrangement of services, such as blood draws, to take place at an individual class member's home rather than a medical office.
- f. The Parties agree that CHNCT has the knowledge and experience to support Members with coordinating their health services.
- g. The Parties agree that nothing in this Agreement shall alter, reduce, or expand the scope of Medicaid-covered services available under DSS' State Plan provisions or state and federal law.

(3) Medical Necessity Determinations

- a. As of the first business day after the Effective Date of this Agreement, Veyo, upon receipt of a new request for Specialized Transportation, will forward the request to CHNCT within one business day of receipt of the request, subject to the following exceptions: 1) if the request is for urgent or after-hours transportation the request will not be handled by CHNCT, as more fully described below in paragraph c below; and 2) if the request meets Veyo's criteria for automatic approval of Specialized Transportation and does not require further medical necessity review, Veyo will approve the request and shall not forward the request to CHNCT. For all other requests, CHNCT's UM nurses will make an individualized medical necessity determination regarding the transportation request for that class member within two business days of its receipt of all medical information needed to make that determination, and immediately provide its determination to Veyo by telephone call and via email at ctcc@veyo.com.
- b. CHNCT will issue notices of action to Members for all of its determinations that Specialized Transportation is not medically necessary for a Member. CHNCT will attend any administrative hearing where CHNCT has determined that Specialized Transportation was not medically necessary. CHNCT will also participate in the preparation of the fair hearing summary. CHNCT will also report to DSS on Specialized Transportation requests, approvals, denials, and administrative hearings.
- c. CHNCT is not responsible for making medical necessity determination recommendations for Members requesting Specialized Transportation for an

urgent medical need, less than forty-eight (48) business hours prior to the medical appointment. CHCNT is also not responsible for handling Member requests after its regular business hours. Veyo shall be solely responsible for handling such requests, including the issuance of any Notices of Action and preparation of and participation in any resultant administrative hearings.

- d. CHNCT shall adhere to the definition of medical necessity that is stated in Conn. Gen. Statutes Section 17b-259b when making a medical necessity determination.
- e. In addition, on a monthly basis, the Department's Medical Director shall review a random sample of ten percent of the medical necessity decisions made by CHNCT pursuant to this Agreement. In the event of the Medical Director's extended absence or unavailability, his or her designee shall conduct such review.
- f. The Parties agree that in the case of a request for Specialized Transportation by a class member with a static medical condition, meaning that the Member has a disability that is considered by DSS or CHNCT permanent by its nature, history and severity, with little or no likelihood that the disability will improve over time, and CHNCT determines that Specialized Transportation is medically necessary for that class member, based at least in part on that static medical condition, Veyo shall authorize Specialized Transportation for that class member for one year, unless CHNCT recommends that there is a basis for a shorter authorization period.
- g. It is anticipated that CHNCT may already have the information needed to make recommendations on medical necessity determinations of Specialized Transportation for at least some of the class members referred to ICM in accordance with Section (1) above.

B. Global Positioning (“GPS”) Tracking by Transportation Providers

42. For ambulatory, wheelchair, and bariatric wheelchair trips, Veyo will penalize transportation providers who do not comply with Veyo’s application and/or integrated GPS requirement with a reduction in future trips or potential suspension until compliance, or another resolution that reliably accounts for the time and location of the drivers at the identified points during transport. Exceptions will be made on a case by case basis for valid reasons such as providers’ financial constraints or where there are no reasonable alternative transportation providers as determined by cost, mode of service, and geography. Veyo fully supports real-time visibility and tracking and will continue to vigorously pursue maximum compliance but nothing in this Agreement shall require Veyo to suspend providers solely based on noncompliance if doing so would adversely impact the ability to provide NEMT.

43. At Veyo’s discretion and approval, transportation providers may alternatively enable their existing dispatch system to be integrated with Veyo's existing GPS system, or otherwise enable Veyo to access an existing dispatch system, to capture and/or view accurate, real-time data regarding driver locations.

44. Veyo shall train relevant providers on proper usage of Veyo’s smartphone application, including acceptance and assignment of rides, and verification of each stage of the trip.

C. Notice, Education, and Outreach

45. Except as provided above in III.A.(3).b., the Department shall ensure that Veyo issues notices of action in accordance with the Veyo Contract and 42 CFR 431.201 in the event of a denial, termination, suspension, or reduction of services. The Parties agree notices of action are not required solely based upon (i) the failure of a transport provider to make a pick up or to

arrive on-time; or (ii) the cancellation by a transport provider of an accepted transport assignment.

46. The Department and Veyo agree, subject to Paragraph 91 below, to host a “town hall” meeting within ninety (90) days of the Effective Date, and then every 90 days thereafter, for the duration of this Settlement Agreement, to be held in different regional areas of the state at the site of one of the Department’s community partners or another community-based organization or entity. The Parties agree that these town hall meetings will be structured to encourage attendance and participation by Members. The Parties do not intend for these town hall meetings to replace the function of any other established group that may include a Member component, and/or any which may report to the Council on Medical Assistance Program Oversight, referred to as the Medical Assistance Program Oversight Council (MAPOC). The Parties agree that the Department shall moderate these meetings, and that as a standing agenda item, a minimum of twenty (20) minutes is reserved at each meeting to allow for Member questions and feedback. In the event that, pursuant to Paragraph 91 below, “in-person” meeting is not possible or advisable, the Parties agree that “virtual” meetings can be held by way of Microsoft Teams or comparable technology platform.

IV. DATA GATHERING

47. Upon the implementation of the programmatic changes established in Section III, defendant Veyo agrees to compile the following data monthly:

- a. Retroactive to June 1, 2020 Defendant Veyo agrees to provide the data sets listed in subsection (b) of this paragraph, at the same time and in addition to the data that has been and will continue to be included in Defendant’s “DSS Monthly Reporting Package.”

- b. Each data set provided in accordance with this Agreement shall be provided as an aggregate figure for the entire Medicaid population served, as well as disaggregated by mode of transportation in the following categories: Ambulatory, Wheelchair, and Bariatric Wheelchair.
 - i. On time pick up percentage-
 - leg A; ii. On time pick up percentage- leg B; iii. Completed trips by reason; iv. Members with completed trips;
 - v. Cancellation on Member's behalf before prearranged pickup time; vi. Cancellation on Member's behalf after prearranged pickup time; vii. Other Cancellations by reason; viii. Number of providers.

48. In addition, Defendant Veyo shall compile and make available monthly data regarding the use of the GPS tracking system. This data shall include:

- a. Number of transportation providers utilizing GPS tracking (either through Veyo's app or the provider's own integrated system);
- b. Number of drivers using the app;
- c. Number of trips completed using Veyo's app and integration;
- d. Percentage of completed trips of those using Veyo's app and integrated systems recorded in real time (i.e. Begin Pick-up, Arrive at Pick-up, Pickup Member, and Member Drop-off);

- e. Dates, location, and attendance data for educational/training events on use of GPS tracking.

49. Defendant DSS shall provide monthly reports through the end of the term of the agreement regarding the ICM/UM enhancements established in Section III.A, as follows:

- a. Number of subclass members contacted regarding ICM services;
- b. Number of subclass members referred to CHN by Veyo regarding ICM services;
- c. Total number of subclass members enrolled in ICM services;
- d. Number of approved and denied medical necessity determinations for Specialized Transportation disaggregated by mode of Specialized Transportation.

50. The Plaintiffs agree that the data sets provided in accordance with this section shall not, under any circumstance, with specific respect to the Agreement, be construed to be a performance benchmark as to the Defendants' compliance with the requirements of this Agreement. The Defendants will promptly notify the Plaintiffs if, despite good faith efforts or, due to circumstances beyond their control, they are not able to provide or publish the data sets listed in the preceding subsection. The Defendants will thereafter make good faith efforts to provide the Plaintiffs with such data or portion thereof within thirty days.

V. QUARTERLY MEETING

51. Upon request of counsel for any of the Parties, a meeting, teleconference, or video conference may be convened, no more than quarterly during the duration of the Agreement, to discuss the status of this Agreement.

VI. SETTLEMENT APPROVAL

52. Upon execution of this Agreement by all Parties, Class Counsel shall promptly move the Court for an Order granting Preliminary Approval of this Settlement in accordance with the Preliminary Approval Order. The motion for Preliminary Approval shall request that the

Court: (1) approve the terms of the Settlement as fair, adequate and reasonable; (2) provisionally certify the Settlement Class and Settlement Subclass pursuant to Federal Rule of Civil Procedure 23(b)(2) and (e) for settlement purposes only; (3) approve the Posted Class Notice and Mailed Class Notice set forth herein; (4) order DSS and Veyo to provide the Posted Class Notice and Mailed Class Notice; (5) appoint the Settlement Administrator; (6) stay the Action pending Final Approval of the Settlement; and (7) schedule a Final Approval hearing for a time and date mutually convenient for the Court, Class Counsel and Defense Counsel, at which the Court will hear Objections and conduct an inquiry into the fairness of the Settlement, and determine whether it was made in good faith (“Final Approval Hearing”).

53. Within ten (10) days of the full execution and filing with the Court of this Settlement Agreement, Veyo will provide the Settlement Administrator with a list, in electronic form, of the names and last known addresses of all NEMT-Users.

54. On or before thirty (30) days after the Preliminary Approval Date (or such other time as the Court orders), the Settlement Administrator shall mail to NEMT-Users by first-class mail the Mailed Class Notice. Prior to mailing, the Settlement Administrator shall update the address for each NEMT-User by using the USPS National Change of Address List.

55. As to any Mailed Class Notice that is returned by USPS with a forwarding address, the Mailed Class Notice will be re-mailed by the Settlement Administrator to the new address within fourteen (14) days of receipt of such returned Mailed Class Notice.

56. As to any Mailed Class Notice that is returned by USPS undeliverable or otherwise returned to the Settlement Administrator by USPS without a forwarding address, within fourteen (14) days of receipt of such returned Mailed Class Notice, the Settlement

Administrator shall conduct address searches using a skip trace on these addresses by using LexisNexis and re-mail to any NEMT-User for whom updated address information is located. No future address checking shall be required or performed.

57. On or before fourteen (14) days after the Preliminary Approval Date (or such other time as the Court orders), DSS and Veyo shall cause the Posted Class Notice and Opt-out Form to be posted in DSS offices, on a DSS social media site, and by way of a link on the DSS website, Veyo website, The Connecticut Dental Health Partnership website, and websites of each of the three administrative services organizations which DSS currently contracts, for medical, behavioral health and dental services for the duration of the Opt-out/Objection Period. DSS will also cause a summary of the settlement to be posted on MyConnect through a short term “banner announcement” or by reference to one of the websites identified herein. A copy of the entire settlement agreement and Opt-out Form will be available at the foregoing websites, at DSS offices, and at the Connecticut Legal Services office in New Britain for the duration of the OptOut/Objection Period.

58. Copies of the Posted Class Notice, in English and Spanish, as well as a copy of the proposed Settlement Agreement, will be posted on the DSS website and the website of Connecticut Legal Services at least thirty (30) days prior to the date of the Final Approval Hearing, and will remain on such websites until the date of the Final Approval Hearing.

59. The date of the mailing of the Mailed Class Notice will commence the Optout/Objection Period, and any Objection must be filed and postmarked and mailed to Class Counsel and Defense Counsel (and postmarked and mailed to the Settlement Administrator in the case of NEMT-Users), and any Opt-out Form must be postmarked and mailed to the

Settlement Administrator, Class Counsel, and Defense Counsel by the Opt-out/Objection Deadline.

60. No later than ten (10) business days before the Final Approval Hearing, Class Counsel, the Settlement Administrator, DSS and Veyo will file with the Court one or more declarations stating that the Settlement Administrator, DSS and Veyo have complied with their notice obligations.

61. Any NEMT-User, other than the named Plaintiffs, may elect to be excluded from the Settlement by properly filling out and timely returning an Opt-out Form. The Opt-out Form must be postmarked and mailed to the Settlement Administrator, Class Counsel, and Defense Counsel by the Opt-out/Objection Deadline. The Settlement Administrator will notify Class Counsel and Defense Counsel of the number of properly completed and returned Opt-out Forms received. Any NEMT-User that opts-out is not bound by the terms of this Agreement, including any releases contained herein, and will not receive any benefit as a result of this Agreement.

62. Opt-out Forms must: (i) be signed by the NEMT-User who is requesting exclusion; (ii) include the full name, address, and phone number(s) of the NEMT-User requesting exclusion; and (iii) include the following statement: "I request to opt-out from the settlement in the Bremby class action." No Opt-out Form will be valid unless all of the information described above is included. No potential member of the Entire Settlement Class, or any person acting on behalf of or in concert or participation with any other person, may exclude any other potential member of any classes identified herein.

63. Neither Class Counsel, Plaintiffs, Defendants nor their counsel will encourage any person to opt-out of the settlement.

64. Any member of the Entire Settlement Class wishing to object to the Court's approval of this Settlement shall be required to follow the procedures set forth in the Posted Class Notice, including filing and postmarking and mailing to Class Counsel and Defense Counsel (and postmarked and mailed to the Settlement Administrator in the case of NEMTUsers) no later than the Opt-out/Objection Deadline. Any member of the Entire Settlement Class who fails to file a timely written Objection shall be foreclosed from objecting to this Settlement unless otherwise ordered by the Court. Counsel for the Parties may file a response to Objections at any time prior to the Final Approval Hearing as part of or contemporaneous with the Parties' application for final settlement approval. Class Counsel may communicate with any member of the Entire Settlement Class regarding their Objections and may advise the Court of any member of the Entire Settlement Class who has communicated that they wish to withdraw their Objections.

VII. FINAL APPROVAL ORDER AND JUDGMENT

65. Class Counsel's Motion for Preliminary Approval of the Settlement will include a request to the Court for a scheduled date on which the Final Approval Hearing will occur. Class Counsel shall file their Motion for Final Approval of the Settlement no later than ten (10) days prior to the Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Class Counsel's Motion for Final Approval of the Settlement. In the Court's discretion, the Court also will hear argument at the Final Approval Hearing from any members of the Entire Settlement Class (or their counsel) who object to the Settlement, provided the objectors submitted timely objections that meet all of the requirements listed in the Preliminary Approval Order and notice.

66. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order granting Final Approval of the Settlement and entering final

judgment thereon, and whether to approve agreed upon Class Counsel's attorneys' fees, costs, and expenses. Such proposed Final Approval Order shall, among other things:

- a. Grant the motion to amend/correct the complaint;
- b. Determine that the Settlement is fair, adequate and reasonable;
- c. Finally certify the Settlement Class and Settlement Subclass for settlement purposes only;
- d. Determine that the Mailed Class Notice and Posted Class Notice provided satisfy Due Process requirements;
- e. Enter Judgment dismissing the Action with prejudice;
- f. Bar and enjoin all Releasing Parties from asserting, as applicable, any of the Released Claims or Released Claims of NEMT Users, including during any appeal from the Final Approval Order;
- g. Release DSS, Veyo and the Released Parties from the Released Claims and Released Claims of NEMT Users;
- h. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including DSS and Veyo, all members of the Entire Settlement Class, and all objectors, to administer, supervise, construe and enforce this Agreement in accordance with its terms; and
- i. Order that Class Counsel be paid by or on behalf of Veyo attorneys' fees and costs in the amount of seventy-five thousand United States Dollars (\$75,000.00) in full and final resolution of any claim for attorneys' fees and costs through the Final Approval Date.

VIII. RELEASES

67. Upon Final Approval, Releasing Parties, by operation of Judgment, shall automatically be deemed to have fully, conclusively, finally, forever and irrevocably released, discharged, and relinquished Released Parties of and from Released Claims as of the date of the Final Approval.

68. Upon Final Approval, named Plaintiffs and NEMT Users, each on behalf of himself or herself and on behalf of anyone claiming through them or on their behalf such as and each of their respective executors, estates, representatives, heirs, administrators, affiliates, predecessors, assigns, beneficiaries, successors, bankruptcy trustees, guardians, joint tenants, tenants in common, tenants by the entireties, agents and attorneys, by operation of Judgment, shall automatically be deemed to have fully, conclusively, finally, forever and irrevocably released, discharged, and relinquished Released Parties of and from Released Claims of NEMT Users as of the date of the Final Approval.

69. Without in any way limiting their scope, the Released Claims of NEMT Users cover by example and without limitation, any and all claims for attorneys' fees, costs, expert fees, or consultant fees, interest, or litigation fees, or any other fees, costs and/or disbursements incurred by Class Counsel, Plaintiffs, or any Plaintiff or NEMT User in connection with or related in any manner to this Settlement, the administration of this Settlement, and/or the Released Claims of NEMT Users.

70. Plaintiffs, Releasing Parties, and NEMT Users recognize or will be deemed to recognize that, even if they may later discover facts in addition to or different than those which they now know or believe to be true, they fully, finally, and forever settle and release any and all claims covered by these releases upon entry of the Judgment. Plaintiffs, Releasing Parties, and

NEMT Users acknowledge that the foregoing releases were bargained for and are a material element of this Agreement.

71. The administration and consummation of the Settlement as embodied in this Agreement shall be under the authority of the Court. The Court shall retain jurisdiction to protect, preserve, and implement the Agreement, including, but not limited to, enforcement of the Releases contained in the Agreement. The Court shall retain jurisdiction in order to enter such further orders as may be necessary or appropriate in administering and implementing the terms and provisions of the Agreement, notwithstanding that no claim of noncompliance on the part of any of the Parties shall be filed with the Court until the Parties have complied with Section IX below.

72. Upon entry of the Final Approval Order and Judgment: (i) the Agreement shall be the exclusive remedy for any and all members of the Entire Settlement Class; (ii) the Released Parties shall not be subject to liability or expense for any of the Released Claims or Released Claims of NEMT Users to, as applicable, any Plaintiff, Releasing Party, or NEMT User except as set forth in this Agreement; (iii) Releasing Parties and NEMT Users who have not opted-out shall, as applicable, be permanently barred from filing, prosecuting, intervening in, or participating in (as class members or otherwise) any action in any jurisdiction based on any of the Released Claims or Released Claims of NEMT Users.

73. Nothing in this Agreement shall preclude any action to enforce the terms of the Agreement, including participation in any of the processes detailed therein. The releases set forth herein are not intended to include the release of any rights or duties of the Parties arising out of the Agreement, including the express warranties and covenants contained herein.

IX. ENFORCEMENT OF SETTLEMENT

74. Notwithstanding any provision of this Agreement to the contrary, the provisions of the Agreement shall not be deemed breached if either or both of the Defendants are in substantial compliance with the terms and conditions.

75. Plaintiffs shall not bring any motion seeking enforcement or contempt with respect to whether Defendants have complied with the obligations under this Agreement unless Plaintiffs have first provided to the Defendants thirty (30) days advance written notice specifically detailing the factual basis for the claimed non-compliance. Plaintiffs shall thereafter meet with Defendants to discuss and to attempt to resolve in good faith any claimed noncompliance no fewer than 20 days after the provision of the written notice required by this paragraph before filing any such motion for contempt, enforcement or modification of this Agreement.

XI. TERMINATION OF SETTLEMENT

76. This Settlement may be terminated by either Plaintiffs, DSS, or Veyo by serving on counsel for the opposing Party and filing with the Court a written notice of termination within thirty (30) days (or such longer time as may be agreed in writing between Class Counsel, DSS and Veyo) after any one or more of the following occurrences:

- a. the Court fails to preliminarily approve the Settlement, or fails to finally approve the Settlement;
- b. an appellate court vacates or reverses the Final Approval Order, and the Settlement is not reinstated and finally approved without material change by the Court on remand;
- c. any court incorporates into, or deletes or strikes from, or modifies, amends, or changes, the Preliminary Approval Order, Final Approval

Order, Posted Class Notice, Mailed Class Notice, Opt-out Form, or the Objection or Opt-out process or the Settlement in a way that the Party seeking to terminate the Settlement reasonably considers material; d If: (1) the Court rejects, modifies, or denies approval of any portion of this Agreement or the proposed Settlement that is material, including without limitation, the terms of relief, the finding or conclusions of the Court, the provisions relating to class notice, the definitions of the Settlement Class or Settlement Subclass, and/or terms of the releases; (2) the Court does not enter or completely affirm, or alters, or restricts, or expands, any portion of the Final Approval Order or Judgment, or any of the Court's findings of

fact or conclusions of law, that is material; or (3) if all of the conditions required to be met before the Final Approval Date do not occur; or

e. the Effective Date does not occur.

77. If this Settlement is terminated as provided herein, either automatically or by any Party, the Settlement shall be null and void from its inception and the Parties will be restored to their respective positions in the Action as of the day prior to the date of the Preliminary Approval Order. In such event, the terms and provisions of this Agreement will have no further force or effect with respect to the Parties and will not be used in the Action or any other matter or proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of this Agreement will be treated as vacated, *nunc pro tunc*.

78. In the event of a termination, this Agreement shall be considered null and void; all of Plaintiffs', Class Counsel's, DSS's and Veyo's obligations under the Settlement shall cease to be of any force and effect and the Parties shall return to the *status quo ante* in the Action as if the

Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement rights, claims and defenses will be retained and preserved.

79. In the event the Settlement is terminated, any discussions, offers, or negotiations associated with this Settlement, including any written documents related to or concerning this Settlement, shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for any purpose. In such event, all Parties to the Action shall stand in the same position as if this Agreement had not been negotiated, made or filed with the Court. All documents provided to or between the Parties and the mediator or Settlement Administrator shall be confidential and not subject to discovery. This Paragraph 79 shall supersede any prior agreements between the Parties.

XII. EFFECTIVE DATE AND END DATE

80. The Settlement shall become effective on the Effective Date and shall remain in effect until June 30, 2022, subject to the following:

- a. In the event of expiration of the Veyo Contract on March 31, 2022, if the Veyo Contract is not extended, or if Veyo is not otherwise contracted by DSS to provide NEMT, then the end date of this Settlement Agreement shall be March 31, 2022. Thereafter, the Parties agree that notwithstanding said expiration of obligations of Veyo under the Settlement Agreement, any and all obligations of Veyo to DSS that arise from the provisions of the Veyo Contract remain in effect.
- b. If the contract between DSS and CHNCT for the management of the provision of medical services for Medicaid/HUSKY Members is cancelled or terminated at an earlier date than June 30, 2022, and a new contract is not signed with CHNCT, the Parties agree that Veyo shall be obligated to provide all services for the

Settlement Subclass solely required under the Veyo contract and no other services set forth in Section III A that are not required by the Veyo contract.

XIII. NO ADMISSION OF LIABILITY

81. DSS and Veyo deny all liability for the claims alleged in the Action, and maintain that they complied, at all times, with all applicable laws, rules and regulations. DSS and Veyo deny all wrongdoing. DSS and Veyo do not by this Agreement or otherwise admit any liability or wrongdoing of any kind. DSS and Veyo have agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could have been asserted in the Action.

82. Class Counsel believes that the claims asserted in the Action have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement, the risks associated with the continued prosecution of this complex, time-consuming litigation. Class Counsel fully investigated the facts and law relevant to the merits of the claims.

83. Class Counsel concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class.

84. The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability or wrongdoing of any kind whatsoever.

85. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by any Plaintiff or any member of the Entire Settlement Class, or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in the Action or in any proceeding in any court, administrative agency or other tribunal.

86. In addition to any other defenses DSS and/or Veyo may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit or other proceeding that may be instituted, prosecuted or attempted in breach of this Agreement or the releases contained herein.

XIV. REPRESENTATIONS AND WARRANTIES

87. Plaintiffs represent and warrant that they are the sole and exclusive owners of all of their Released Claims and Released Claims of NEMT Users and that they have not assigned or otherwise transferred any interest in any of their Released Claims and/or Released Claims of NEMT Users against any of the Released Parties, and further covenant that they will not assign or otherwise transfer any interest in any of their Released Claims and/or Released Claims of NEMT Users

88. Plaintiffs represent and warrant that they have no surviving claim or cause of action against any of the Released Parties with respect to any of the Released Claims and/or Released Claims of NEMT Users.

XV. MISCELLANEOUS PROVISIONS

89. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the respective agents, employees, representatives, officers, directors, parents, subsidiaries, assigns, executors, administrators, insurers, assigns, and successors in interest of the Plaintiffs, members of the Entire Settlement Class, and the Released Parties. The Parties agree that a new contractor is not a successor and will not be bound by this Agreement. Except as otherwise stated above, each Party, including Plaintiffs, on behalf of themselves and the members of the Entire Settlement Class, expressly accept and assume the risk that, if facts or laws pertinent to matters covered by this Agreement are hereafter found to be other than as now believed or assumed by that party to be true or applicable, this Agreement shall nevertheless remain effective.

90. Cooperation of Parties. The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, to seek Court approval, uphold Court approval, and do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement. This obligation of the Parties to support and complete the Settlement shall remain in full force and effect regardless of events that may occur. The Parties further agree, subject to Court approval as needed, to reasonable extensions of time to carry out any of the provisions of the Agreement.

91. Impact of COVID-19. The Parties recognize that the outbreak and spread of the novel coronavirus COVID-19 resulted in a Presidential proclamation declaring a national emergency as of March 1, 2020; in declarations of a public health emergency and civil preparedness emergency on March 10, 2020 by the Governor of the State of Connecticut; and in the characterization by the World Health Organization on March 11, 2020 of the COVID-19 outbreak as a pandemic.

The Parties also recognize that at the President's direction, the Centers for Medicare & Medicaid Services has issued blanket and state-specific waivers of regulatory requirements to increase and facilitate access to health care services and provide flexibility to health care providers. In turn, the Governor of the State of Connecticut has issued several Executive Orders to address the COVID-19 pandemic, which have temporarily waived or suspended certain statutory provisions in furtherance of public health and safety, including the waiver or suspension of some eligibility and coverage requirements for public assistance programs administered by DSS, such as the HUSKY (Medicaid) program.

The Parties further recognize that specific to the HUSKY program, these Executive Orders have temporarily waived certain prior authorization requirements and expanded the availability of and eligibility for telehealth appointments for Members.

The Parties also recognize that this pandemic represents a change in the circumstances under which this Agreement was negotiated, and that the ongoing and ultimate impact of the COVID-19 pandemic on any of the Parties may ultimately and unavoidably alter one or more of the Parties' expectations or obligations under this Agreement, including but not limited to: expiration of any Executive Order that renders a Member ineligible for Medicaid, or the reinstatement of any prior authorization requirement; a substantially lessened demand for NEMT due to Members permanently or regularly choosing telehealth appointments instead of in-person appointments; the ability of the Defendants to conduct quarterly in-person town meetings pursuant to Paragraph 46; and/or a temporary shortage of transportation providers as a result of the pandemic's negative impact on the economy.

The Parties agree that any such circumstances caused by the pandemic that render either of the Parties' performance of obligations under this Agreement illegal, impossible, impractical,

or in conflict with the best interests of the class and/or subclass that Party shall notify all Parties. The Parties shall then confer to seek a resolution. No party will file a motion for non-compliance or take similar action without making a good faith effort to resolve the matter over the course of 30 calendar days from the initial notification as outlined in Paragraph 75.

Nothing in this section shall amend DSS' or Veyo's rights or obligations under the Contract, as amended from time to time.

92. Obligation To Meet And Confer. Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have consulted as required by Section IX of this Agreement.

93. Discharge of Veyo's Obligations. Parties agree that in the event that the Veyo Contract is not extended or renewed, or if Veyo is otherwise no longer contracted by DSS to provide NEMT, then Veyo shall be fully discharged of and from any obligations under this Agreement that are no longer practicable or possible.

94. No Conflict Intended. Any inconsistency between the headings used in this Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.

95. Governing Law. Except as otherwise provided herein, the Agreement shall be construed in accordance with, and be governed by, the laws of the State of Connecticut, without regard to the principles thereof regarding choice of law.

96. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts. Original signatures are not required. Any signature submitted by facsimile or through email of an Adobe PDF shall be deemed an original.

97. Jurisdiction. The Court shall retain jurisdiction, subject to the Final Approval Order, over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement.

98. Notices. All notices to Class Counsel provided for herein, shall be sent by email with a hard copy sent by overnight mail to:

Kristen Noelle Miller Hatcher
James Haslam
Matthew Dillon
Nilda R. Havrilla
CONNECTICUT LEGAL SERVICES
16 Main Street
New Britain, CT 06051
Email: kmillerhatcher@ctlegal.org
Email: jhaslam@ctlegal.org
Email: mdillon@ctlegal.org
Email: nhavrilla@ctlegal.org

All notices to DSS provided for herein shall be sent by email with a hard copy sent by overnight mail to:

Tanya DeMattia, Assistance Attorney General
OFFICE OF THE ATTORNEY GENERAL
State of Connecticut
165 Capitol Avenue
Hartford, CT 06106
Email: Tanya.DeMattia@ct.gov

All notices to Veyo provided for herein shall be sent by email with a hard copy sent by overnight mail to:

Thomas C. Blatchley

Joseph J. Blyskal
GORDON & REES SCULLY MANSUKHANI LLP
95 Glastonbury Blvd, Suite 206
Glastonbury Blvd., CT 06033
Email: tblatchley@grsm.com
Email: jblyskal@grsm.com

The notice recipients and addresses designated above may be changed by written notice. Upon the request of any Party, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received as a result of the Notice program.

99. Modification and Amendment. This Agreement may not be amended or modified, except by a written instrument signed by Plaintiffs, Class Counsel, Defense Counsel, DSS and Veyo and, if the Settlement has been approved preliminarily by the Court, approved by the Court.

100. No Waiver. The waiver by any Party of any breach of this Agreement by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

101. Authority. Class Counsel, DSS, and Veyo represent and warrant that the persons signing this Agreement on their behalf have full power and authority to bind every person, partnership, corporation or entity included within the definitions of Plaintiffs, DSS and Veyo to all terms of this Agreement. Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

102. Agreement Mutually Prepared. Neither DSS and Veyo nor Plaintiffs, nor any of them, shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement. The language in all

parts of this Agreement will be interpreted according to its fair meaning and will not be interpreted for or against any Party as the drafter thereof.

103. Receipt of Advice of Counsel. Each Party acknowledges, agrees, and specifically warrants that he, she or it has fully read this Agreement and the releases, received independent legal advice with respect to the advisability of entering into this Agreement and the releases and the legal effects of this Agreement and the releases, and fully understands the effect of this Agreement and the release.

104. No Admission of Liability, Wrongdoing or Fault. Neither this Agreement nor the Settlement, nor any act performed or document executed to or in furtherance of this Agreement or the Settlement is or may be deemed to be used as an admission or evidence of the validity of the Released Claims or Released Claims of NEMT Users, or of any wrongdoing, or liability of DSS and Veyo in any civil, criminal, tribal, foreign or administrative proceeding in any court, administrative agency, or other tribunal. DSS and/or Veyo may file this Agreement, the Final Approval Order, and/or the Judgment in any action that may be brought against it in support of any defense or counterclaim, including, without limitation, those based on principles of res judicata, collateral estoppel, release, good-faith settlement, judgment bar or reduction, or any other theory of claim preclusion, issue preclusion, or similar defense or counterclaim.

105. No Collateral Attacks. The Agreement shall not be subject to collateral attack by any member of the Entire Settlement Class or any recipient of the class notices after the Final Approval Order and Judgment are entered.

106. Destruction of Documents; Confidentiality. Class Counsel and Plaintiffs, and their experts, agents and/or consultants, shall return or destroy all copies of materials obtained in this litigation from DSS and Veyo or third parties within thirty (30) days after the Effective Date.

All agreements made and orders entered during the course of the Action relating to confidentiality of information shall survive this Agreement.

XVI. FEES

107. The defendant Veyo shall pay, or on its behalf will be paid, the sum of SeventyFive Thousand Dollars (\$75,000) representing payment in full for all attorneys' fees and costs payable to Connecticut Legal Services and due within thirty (30) days of the Final Approval Order by EFT.

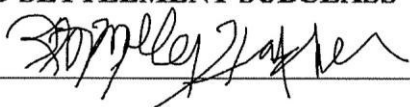
108. In consideration of the payment of the attorneys' fees and costs in the foregoing paragraph, the Plaintiffs, in their own capacity and as class representatives, and their counsel on behalf of themselves and class members, their heirs, successors and assigns, do herewith release and forever discharge the Defendants, State of Connecticut, all agencies of the State of Connecticut, and all other present or former officers, agents and employees of the State of Connecticut, their heirs, successors and assigns, in both their official and individual capacities, and the State of Connecticut itself, from all actions, causes of action, suits, claims, controversies, damages and demands of every nature and kind, regarding attorney's fees, costs and expenses, which they, their heirs, successors and assigns ever had, now have or hereafter can, shall or may have for, upon, or by reason arising from this litigation including, but not limited to, any attorney fees and costs incurred before and after the date that this Settlement Agreement is approved by the Court, including attorney fees, costs and expenses incurred from monitoring activities, except for fees or costs arising from judicial enforcement where the Court makes a finding of substantial noncompliance by the Defendants. The release of liability set forth in this paragraph for attorney fees, costs and expenses relating to this litigation includes, but is not limited to, all causes of

action as have been or may, in the future, be brought in the federal courts, the courts of the State of Connecticut, before the Claims Commissioner pursuant to Conn. Gen. Stat. § 4-141 et seq., or in any other forum asserting rights to attorney fees, costs and expenses arising under the statutes and laws of the United States, and/or the statutes and laws of the State of Connecticut, and such causes of action as may be available under the common law.

The Parties have executed this Settlement Agreement as of the dates under each of the

Parties' signatures below

**DEBORAH CARR, EDINELIS VEGA,
TERRILYNNE TRUDEAU, AND MATTHEW
IBRAHIM, ON BEHALF OF THEMSELVES
AND ALL MEMBERS OF THE SETTLEMENT
CLASS AND SETTLEMENT SUBCLASS**

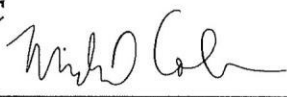
Signature: 

By: Kristen Noelle Miller Hatcher

Their: Attorney

Date: March 4, 2022

VEYO, LLC

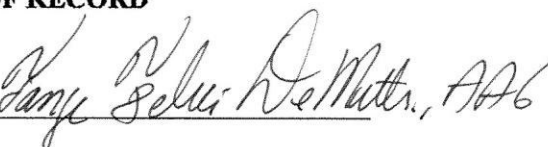
Signature: 

By: Michael Coleman

Its: EVP, Business Affairs

Date: March 9, 2022

**COMMISSIONER, DEPARTMENT OF SOCIAL
SERVICES, BY UNDERSIGNED, AUTHORIZED
COUNSEL OF RECORD**

Signature: 

Printed Name: Tanya Feliciano DeMattia,
Assistant Attorney General

Date: March 11, 2022

ADDENDUM TO SETTLEMENT AGREEMENT AND RELEASE

This Addendum to Settlement Agreement and Release (the “Addendum”) is made and entered on May 12, 2022 by and between named Plaintiffs Deborah Carr, Edinelis Vega, Terrilynne Trudeau, and Matthew Ibrahim (defined as the “Plaintiffs” in the Agreement, on behalf of themselves and all members of the Settlement Class and Settlement Subclass (as both defined in the Agreement), and the defendant Roderick Bremby, in his official capacity as Commissioner of the State of Connecticut Department of Social Services (“DSS”), and Veyo, a subsidiary of Total Transit, Inc (“Veyo”). DSS and Veyo are referred to herein collectively as “Defendants,” and Plaintiffs and Defendants are referred to collectively in this Addendum as the “Parties.”

1. This Addendum amends and modifies that certain Settlement Agreement and Release (“Settlement Agreement”) dated March 4, 2022 made and entered into by the Parties hereto as follows:

Paragraph 80 of the Agreement is deleted in its entirety and replaced with the following new Paragraph 80:

80. The Settlement shall become effective on the Effective Date and shall remain in effect until March 31, 2023, subject to the following:

- a. The Veyo Contract has been extended until March 31, 2023, and Veyo shall continue to perform its obligations under the Settlement Agreement up to and including March 31, 2023.
- b. The contract between DSS and CHNCT expires on June 30, 2022. Effective July 1, 2022 DSS shall ensure the following, as applicable:
 - (i) if there is a new or extended contract between DSS and CHNCT, then DSS will require that CHNCT continues to provide the service set forth in Section III of the Settlement Agreement up to and including March 31, 2023, the termination date of the Veyo Contract; or
 - (ii) if DSS does not extend its current contract with CHNCT, or execute a new contract with CHNCT, then DSS shall require that any successor contracted medical administrative services organization perform the services performed by CHNCT in Section III of the Settlement Agreement performs the tasks related to the Members.

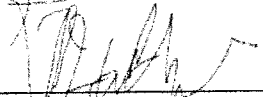
2. Capitalized terms herein have the same meaning as used in the Settlement Agreement.

3. All other provisions of the Settlement Agreement remain in full force and effect, other than any provision that conflicts with the terms of this Addendum, which shall be deemed to be amended appropriately in order to be consistent with the Settlement Agreement.

IN WITNESS WHEREOF, the Parties have executed this Addendum on the date first written above.

**DEBORAH CARR, EDINELIS VEGA,
TERRILYNNE TRUDEAU, AND**

**MATTHEW IBRAHIM, ON BEHALF OF
THEMSELVES AND ALL MEMBERS OF
THE SETTLEMENT CLASS AND
SETTLEMENT SUBCLASS**


Signature: 

By: Kristen Noelle Miller Hatcher

Their: Attorney

Date: May 12, 2022

VEYO, LLC

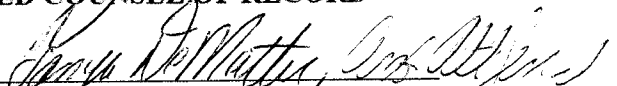
Signature: 

By: Michael Coleman

Its: EVP, Business Affairs

Date: May 12, 2022

**COMMISSIONER, DEPARTMENT OF SOCIAL
SERVICES, BY UNDERSIGNED,
AUTHORIZED COUNSEL OF RECORD**

Signature: 

Printed Name: Tonya DeMatteo, AAC

Date: 5-13-22