



# STATE OF ARKANSAS

Department of Human Services  
Office of Procurement  
700 Main Street,  
Little Rock, AR 72201

## **INVITATION FOR BID** BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Bid Number:	710-18-1025	Solicitation Issued:	09/13/2018
Description:	Non-Emergency Medical Transportation Services (NET)		
Agency:	Department of Human Services (DHS), Division of Medical Services (DMS)		
SUBMISSION DEADLINE FOR RESPONSE			
Submission Date:	10/04/2018	Bid opening Time:	2:00pm CST
<p>Bids <b>shall not</b> be accepted after the designated bid submission date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit proposals at the designated location on or before the bid submission date and time. Bids received after the designated bid submission date and time <b>shall</b> be considered late and <b>shall</b> be returned to the vendor without further review. It is not necessary to return "no bids" to the Office of Procurement (OP).</p>			
DELIVERY OF RESPONSE DOCUMENTS			
Delivery Address:	Arkansas Department of Human Services Attn: Office of Procurement 700 Main Street Slot W345 Little Rock, AR 72201		
Drop off (walk in):			
United States mail (USPS):	Arkansas Department of Human Services Attn: Office of Procurement P.O. Box 1437 Slot W345 Little Rock, AR 72203-1437		
Commercial Carrier (UPS, FedEx or USPS Exp):	Arkansas Department of Human Services Attn: Office of Procurement 112 West 8 <sup>th</sup> Street, Slot W345 Little Rock, AR 72201		
	Delivery providers, USPS, UPS, and FedEx deliver mail to OP's street address on a schedule determined by each individual provider. These providers will deliver to OP based solely on the street address.		
Bid's Outer Packaging:	<p>Outer packaging <b>must</b> be sealed and should be properly marked with the following information. If outer packaging of proposal submission is not properly marked, the package may be opened for bid identification purposes.</p> <ul style="list-style-type: none"><li>• Bid number</li><li>• Date and time of bid opening</li><li>• Vendor's name and return address</li></ul>		
Department of Human Services CONTACT INFORMATION			
OP Buyer:	Nawania Williams	Buyer's Direct Phone Number:	501-320-6511
Email Address:	<a href="mailto:Nawania.williams@dhs.arkansas.gov">Nawania.williams@dhs.arkansas.gov</a>	DHS's Main Number:	501-682-1001
DHS Website:	<a href="http://humanservices.arkansas.gov/Pages/default.aspx">http://humanservices.arkansas.gov/Pages/default.aspx</a>		
OPS Website:	<a href="http://www.arkansas.gov/dfa/procurement/bids/index.php">http://www.arkansas.gov/dfa/procurement/bids/index.php</a> <a href="https://medicaid.mmis.arkansas.gov/default.aspx">https://medicaid.mmis.arkansas.gov/default.aspx</a>		

## **SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION**

### **1.1 PURPOSE**

To obtain pricing and a contract to provide Non-Emergency Transportation Services (NET) to eligible Medicaid beneficiaries of the Department of Human Services (DHS), Division of Medical Services (DMS).

The contractor shall provide cost effective and, quality non-emergency transportation services through a single transportation Broker for each of the pre-established regions included in this IFB. (See regional map on page 44).

### **1.2 TYPE OF CONTRACT**

- A. Term contract shall be awarded to a single vendor per region. (See regional map on page 44).
- B. Any resultant contract of this *Bid Solicitation* **shall** be subject to State approval processes which may include Legislative review.
- C. The term of this contract **shall** be for one (1) year. The anticipated starting date for the contract is 01/01/2019. Upon mutual agreement by the vendor and agency, the contract may be renewed by OP on a year-to-year basis, for up to six (6) additional one-year terms or a portion thereof not to exceed a total aggregate contract term of seven (7) years.

### **1.3 ISSUING AGENCY**

The Office of Procurement (OP), as the issuing office, is the sole point of contact throughout this solicitation process. Vendor questions regarding this Bid Solicitation should be made through the State's buyer as shown on page one of this document. Vendor's questions shall be answered as a courtesy and at vendor's own risk.

### **1.4 BID OPENING LOCATION**

Bids submitted by the opening time and date **shall** be opened at the following location:

Department of Human Services  
Office of Procurement  
700 Main Street  
Little Rock, AR 72201

Vendors wishing to attend the bid opening must report to the main entrance location, Arkansas Department of Human Services, Donaghey Plaza South Building, 700 Main Street, Little Rock, Arkansas 72201 and check in with the receptionist. All attendees are required to obtain security clearance upon entrance to the building by submitting a current, valid photo ID, preferably a driver's license, to the Security Officer at the reception area. The Security Officer shall issue a visitor's badge which must be worn at all times. Before leaving the bid opening visitors are required to return the visitor's badge to the Security Officer and retrieve their ID.

The receptionist is to contact the buyer, for the vendor, for more detailed directions to the bid opening location.

### **1.5 DEFINITION OF REQUIREMENT**

- A. The words "**must**" and "**shall**" signify a Requirement of this solicitation and that vendor's agreement to and compliance with that item is mandatory.
- B. Exceptions taken to any Requirement in this *Bid Solicitation*, whether submitted in the vendor's bid or in subsequent correspondence, **shall** cause the vendor's bid to be disqualified.
- C. Vendor may request exceptions to NON-mandatory items. Any such request **must** be declared on, or as an attachment to, the appropriate section's *Agreement and Compliance Page*. Vendor **must** clearly explain the requested exception and should reference the specific solicitation item number to which the exception applies. (See *Agreement and Compliance Page*.)

### **1.6 DEFINITION OF TERMS**

- A. The State Procurement Official has made every effort to use industry-accepted terminology in this *Bid Solicitation* and shall attempt to further clarify any point of an item in question as indicated in *Clarification of Bid Solicitation*.
- B. The words “bidder,” “vendor,” and “contractor” are used synonymously in this document.
- C. The terms “Invitation for Bid”, “IFB” and “Bid Solicitation” are used synonymously in this document.
- D. Definition's:

Medically Frail	Someone who needs assistance with activities of daily living (ADL) and also could need access to long term services and support or home and community based services. Recipients can be determined as medically frail through the medical assessment provided by DHS's Medical Review Team.  Identified in the MMIS system by aid category 06 (MEDICAID).
Broker	An individual or business entity submitting a response to this IFB. The individual may be the awarded broker as well as the provider. Or, the awarded broker may sub-contract to a provider.
Provider	Any person, public or private institution, agency or business concern approved by DHS/DMS, lawfully providing medical care, services, goods, and supplies holding, where applicable, a current valid license to provide such services or to dispense such goods, services, or supplies.
Offeror, Vendor, Contractor	These terms are synonymous as reference to the service provider.
Encounter Claim	The basic unit of service used in accumulating utilization data and/or face-to-face contract between a patient and health care provider resulting in a service to a patient.
Encounter Data	The record of the number and types of services rendered to patients during a specific time period.
Beneficiary	Any person eligible to receive fee-for-service (FFS) services and Medicaid Managed Care (MMC) services in the Arkansas Medicaid program, in accordance with DHS/DMS guidelines). <b>See Section 2.22(B)4 for excluded populations.</b>
Beneficiary Representative	An individual who is authorized by the beneficiary to represent the approved beneficiary.
Medicaid Eligible	An individual eligible to receive services under the Arkansas Medicaid program. Medicaid Beneficiary or Beneficiary – An individual eligible for Medicaid who has applied for and been granted Medicaid benefits by DHS/DMS.
Project Manager	The contractor's employee responsible for contract oversight and management.
Non-Emergency Medical Transportation (NET)	Those services specified in the Arkansas State Plan that are needed to assist beneficiaries who are not experiencing a medical emergency in accessing medically necessary services.

Service Area	The geographic area or region comprised of seventy-five (75) counties from which beneficiaries shall be transported. Plus, all areas to which such beneficiaries shall be transported outside the State as determined to be medically necessary.
Call Center	Telephone facility with toll-free dedicated “800” telephone lines and corresponding numbers, which is staffed for the purpose of meeting customer service needs. Operation of the call center includes, but is not limited to: gatekeeping for requests for services, verifying eligibility, making trip reservations, and answering general questions of callers.
Data Book	Data that represents the beneficiary and service utilization from a historical perspective.
Actuarial Sound Rates	Rate ranges are calculated based on data using actuarially accepted practices.
Maltreatment Reporting Mandate	Suspicion that an endangered person or an impaired person has been subjected to conditions or circumstances that constitute child maltreatment, adult maltreatment, or long-term care facility resident maltreatment <b>shall</b> immediately report or cause a report to be completed.
PMPM	Per Member Per Month

## 1.7 **RESPONSE DOCUMENTS**

### A. Bid Response Packet

1. An official authorized to bind the vendor(s) to a resultant contract **must** sign the *Bid Signature Page*.
2. Vendor's signature on this page **shall** signify vendor's agreement that either of the following **shall** cause the vendor's bid to be disqualified
  - a. Additional terms or conditions submitted intentionally or inadvertently.
  - b. Any exception that conflicts with a Requirement of this *Bid Solicitation*.
3. The following items **shall** be submitted with the *Bid Response Packet in a sealed envelope*.
  - a. EO 98-04 Disclosure Form (Attachment A).
  - b. Copy of Vendor's *Equal Opportunity Policy*. (See *Equal Opportunity Policy*.)
  - c. Signed addenda to this IFB, if applicable. (See Requirement of Addendum.)
  - d. Documentation that vendor meets the minimum qualifications outlined in this IFB. (See *Minimum Qualifications*.)
4. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information. **Submit one (1) electronic copy of the response packet, excluding the Official Bid Price Sheet, preferably on a flash drive and one (1) hard copy. To the extent possible, all electronic files should be a single document in PDF format. Electronic copies must be submitted in an ADA-compliant format.**

### B. Official Bid Price Sheet. (See *Pricing*.)

1. Vendor must submit a separate *Official Bid Price Sheet* for each region on which vendor intends to bid.
2. Vendor's original *Official Bid Price Sheet(s)* **must** be submitted in hard copy format.

3. Vendor should also submit one (1) electronic copy of the *Official Bid Price Sheet*, preferably on a flash drive, in a single PDF file. **Electronic copies must be submitted in an ADA-compliant format.**
4. The *Official Bid Price Sheet(s)*, including the hard copy and electronic copy, must be separately sealed from the *Bid Response Packet* and should be clearly marked as "Pricing." Vendor must not include any pricing in the hard copies or electronic copies of the *Bid Response Packet*.

#### 1.8 **AGREEMENT AND COMPLIANCE PAGES**

- A. Vendor **must** sign all *Agreement and Compliance Pages* relevant to each section of the *Bid Solicitation Document*. The *Agreement and Compliance Pages* are included in the *Bid Response Packet*.
- B. Vendor's signature on these pages **shall** signify agreement to and compliance with all requirements within the designated section.

#### 1.9 **CLARIFICATION OF BID SOLICITATION**

- A. Contractor may submit written questions requesting clarification of information contained in this *Bid Solicitation*. Written questions should be submitted by 4:00 p.m., Central Time on **July 17, 2018**. Submit written questions by email to the buyer as shown on page one (1) of this *Bid Solicitation*.
- B. The attached response template (*Attachment B*) **must** be used for submission of all written questions. All questions should include the information specified in the response template. Written questions submitted in a different format may not be answered by DHS.
- C. Contractor's written questions will be consolidated and responded to by the State. The State's consolidated written response is anticipated to be posted to the OP website by the close of business on **August 24, 2018**.
- D. Answers to verbal questions may be given as a matter of courtesy and **must** be evaluated at contractor's risk.

#### 1.10 **SUBCONTRACTORS**

- A. Vendor **must** complete, sign and submit the *Proposed Subcontractors Form* included in the *Bid Response Packet* to indicate vendor's intent to utilize, or to not utilize, subcontractors.
- B. Additional subcontractor information may be required or requested in following sections of this *Bid Solicitation*. **Do not** attach any additional information to the *Proposed Subcontractors Form*.
- C. The utilization of any proposed subcontractor is subject to approval by the State agency

#### 1.11 **PRICING**

- A. Vendor(s) **must** include all pricing on the *Official Bid Price Sheet(s)* only. Any cost not identified by the successful vendor but subsequently incurred in order to achieve successful operation **shall** be borne by the vendor. The *Official Bid Price Sheet* is provided in the *Bid Response Packet*.

~~B. A justification of prices quoted should be attached to the *Official Bid Price Sheet*.~~

- C. To allow time to evaluate bids, prices **must** be valid for **120** days following the bid opening.
- D. Failure to complete and submit the *Official Bid Price Sheet* **shall** result in disqualification.
- E. All bid pricing **must** be in United States dollars and cents.
- F. The *Official Bid Price Sheet* may be reproduced as needed.
- G. The *Official Bid Price Sheet* ~~and accompanying price justification~~ **must** be separately sealed from the *Bid Response Packet*.

#### 1.12 **PRIME CONTRACTOR RESPONSIBILITY**

- A. A joint bid submitted by two (2) or more vendors is acceptable. However, a single vendor **must** be identified as the prime contractor.
- B. The prime contractor **shall** be held responsible for the contract and **shall** be the sole point of contact.

#### **1.13 INDEPENDENT PRICE DETERMINATION**

- A. By submission of this bid, the vendor certifies, and in the case of a joint response, each party thereto certifies as to its own organization, that in connection with this bid:
  - The prices in the bid have been arrived at independently, without collusion.
  - No prior information concerning these prices has been received from, or given to, a competitive company.
- B. Evidence of collusion **shall** warrant consideration of this bid by the Office of the Attorney General. All vendors **shall** understand that this paragraph may be used as a basis for litigation.

#### **1.14 PROPRIETARY INFORMATION**

- A. Submission documents pertaining to this *Bid Solicitation* become the property of the State and are subject to the Arkansas Freedom of Information Act (FOIA).
- B. In accordance with FOIA and to promote maximum competition in the State competitive bidding process, the State may maintain the confidentiality of certain types of information described in FOIA. Such information may include trade secrets defined by FOIA and other information exempted from the Public Records Act pursuant to FOIA.
- C. Prospective Contractor may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by submitting a redacted copy of the response.
- D. By so redacting any information contained in the response, the Prospective Contractor warrants that it has formed a good faith opinion having received such necessary or proper review by counsel and other knowledgeable advisors that the portions redacted meet the requirements of the Rules and Statutes set forth above.
- E. Under no circumstances will pricing information be designated as confidential.
- F. One (1) complete copy of the submission documents from which any proprietary information has been redacted should be submitted on a flash drive in the *Bid Response Packet*. A CD is also acceptable. Do not submit documents via email or fax.
- G. Except for the redacted information, the redacted copy **must** be identical to the original hard copy, reflecting the same pagination as the original and showing the space from which information was redacted.
- H. The Prospective Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
- I. The redacted copy will be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the Prospective Contractor.
- J. If a redacted copy of the submission documents is not provided with Prospective Contractor's *Bid Response Packet*, a copy of the non-redacted documents, with the exception of financial data (other than pricing), will be released in response to any request made under the Arkansas Freedom of Information Act (FOIA).
- K. If the State deems redacted information to be subject to FOIA, the Prospective Contractor will be contacted prior to release of the documents.

- L. The State has no liability to a Prospective Contractor with respect to the disclosure of Prospective Contractor's confidential information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.

#### 1.15 **CAUTION TO VENDORS**

- A. Prior to any contract award, all communication concerning this *Bid Solicitation* **must** be addressed through OP.
- B. Vendor **must not** alter any language in any solicitation document provided by the State.
- C. Vendor **must not** alter the Official Bid Price Sheet.
- D. All official documents and correspondence related to this solicitation **shall** be included as part of the resultant contract.
- E. Bids **must** be submitted only in the English language.
- F. The State **shall** have the right to award or not award a contract, if it is in the best interest of the State to do so.
- G. Vendor **must** provide clarification of any information in their response documents as requested by OP.
- H. Bids **must** meet or exceed all defined specifications as set forth in this *Bid Solicitation*.
- I. Bids **must** meet all terms and conditions of this Invitation for Bid and the laws of the State of Arkansas.
- J. Vendors may submit multiple bids.

#### 1.16 **REQUIREMENT OF ADDENDUM**

- A. This *Bid Solicitation* **shall** be modified only by an addendum written and authorized by OP.
- B. An addendum posted within three (3) calendar days prior to the bid opening **shall** extend the bid opening and may or may not include changes to the Bid Solicitation.
- C. The vendor **shall** be responsible for checking the following websites for any and all addenda up to bid opening:  
<http://www.arkansas.gov/dfa/procurement/bids/index.php>,  
<http://humanservices.arkansas.gov/about-dhs/op/procurement-announcements>  
<https://medicaid.mmis.arkansas.gov/default.aspx>

#### 1.17 **AWARD PROCESS**

- A. Vendor Selection
  - 1. This contract shall be a multiple contract award. DHS plans to award contracts to seven (7) respondents, one (1) respondent for each seven (7) regions. The award(s) will be made to the lowest responsive and responsible bidder(s), per region, meeting the requirements of the solicitation. Bidders must meet minimum qualifications. Bids must meet or exceed all defined specifications. Bids must meet all terms and conditions of this Invitation for Bid and the laws of the State of Arkansas.
  - 2. Contract award, extension, or renewal is contingent upon approval by officials of DHS, subsequent approval by the DHS Office of Procurement, review by the Legislative Council and the availability of State funds. Changes to any non-financial portion of this agreement may be made with the agreement of both DHS and the Contractor.
- B. Negotiations
  - 1. If the State so chooses, negotiations may be conducted with the lowest responsive bidder. Negotiations are conducted at the sole discretion of the State.

2. If negotiations fail to result in a contract, the State may begin the negotiation process with the next lowest responsive bidder. The negotiation process may be repeated until the lowest responsive vendor has been determined, or until such time the State decides not to move forward with an award.

C. Anticipation to Award

1. Once an anticipated successful vendor has been determined, the anticipated award will be posted on the following websites:  
[http://www.arkansas.gov/dfa/procurement/pro\\_intent.php](http://www.arkansas.gov/dfa/procurement/pro_intent.php)  
<http://humanservices.arkansas.gov/about-dhs/op/procurement-announcements>  
<https://medicaid.mmis.arkansas.gov/default.aspx>
2. The anticipated award will be posted for a period of fourteen (14) days prior to the issuance of a contract. Vendors and agencies are cautioned that these are preliminary results only, and a contract will not be issued prior to the end of the fourteen day posting period.
3. OP **shall** have the right to waive the policy of Anticipation to Award when it is in the best interest of the State.
4. It is the vendor's responsibility to check the above referenced websites for the posting of an anticipated award.

D. Issuance of Contract

1. Any resultant contract of this Bid Solicitation shall be subject to State approval processes which may include Legislative review.
2. An Office of Procurement Official will be responsible for award and administration of any resulting contract.

**1.18 MINORITY AND WOMEN-OWNED BUSINESS POLICY**

- A. A minority-owned business is defined by Arkansas Code Annotated § 15-4-303 as a business owned by a lawful permanent resident of this State who is:
  - African American
  - American Indian
  - Asian American
  - Hispanic American
  - Pacific Islander American
  - A Service Disabled Veteran as designated by the United States Department of Veteran Affairs
- B. A women-owned business is defined by Act 1080 of the 91<sup>st</sup> General Assembly Regular Session 2017 as a business that is at least fifty-one percent (51%) owned by one (1) or more women who are lawful permanent residents of this State.
- C. The Arkansas Economic Development Commission conducts a certification process for minority-owned and women-owned businesses. If certified, the Prospective Contractor's Certification Number should be included on the *Bid Signature Page*.

**1.19 EQUAL EMPLOYMENT OPPORTUNITY POLICY**

- A. In compliance with Arkansas Code Annotated § 19-11-104, the State is required to have a copy of the anticipated Contractor's *Equal Opportunity (EO) Policy* prior to issuing a contract award.
- B. EO Policies should be included as a hardcopy accompanying the solicitation response.
- C. The submission of an *EO Policy* to OSP is a one-time Requirement. Vendors are responsible for providing updates or changes to their respective policies, and for supplying *EO Policies* upon request to other State agencies that must also comply with this statute.
- D. Vendors, who are not required by law to have an *EO Policy*, **must** submit a written statement to that effect.



**1.20 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS**

- A. Pursuant to Arkansas Code Annotated § 19-11-105, Contractor(s) providing services **shall** certify with OSP that they do not employ or contract with illegal immigrants.
- B. By signing and submitting a response to this *Bid Solicitation*, a Prospective Contractor agrees and certifies that they do not employ or contract with illegal immigrants. If selected, the Prospective Contractor certifies that they shall not employ or contract with illegal immigrants during the aggregate term of a contract.

**1.21 RESTRICTION OF BOYCOTT OF ISRAEL**

- A. Pursuant to Arkansas Code Annotated § 25-1-503, a public entity **shall not** enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.
- B. This prohibition does not apply to a company which offers to provide the goods or services for at least twenty percent (20%) less than the lowest certifying business.
- C. By checking the designated box on the Bid Signature Page of the response packet, a Prospective Contractor agrees and certifies that they do not, and shall not for the duration of the contract, boycott Israel.

**1.22 PAST PERFORMANCE**

In accordance with provisions of State Procurement Law, specifically OSP Rule R5:19-11-230(b)(1), a vendor's past performance with the State may be used to determine if the vendor is "responsible". Proposals submitted by vendors determined to be non-responsible **shall** be disqualified.

**1.23 TECHNOLOGY ACCESS**

- A. When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Prospective Contractor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that technology meets the statutory Requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.
- B. Accordingly, the Prospective Contractor expressly represents and warrants to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) for 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, that the technology provided to the State for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:
  - 1. Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non-visual means.
  - 2. Presenting information, including prompts used for interactive communications, in formats intended for non-visual use.
  - 3. After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.
  - 4. Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means.
  - 5. Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact.

6. Integrating into networks used to share communications among employees, program participants, and the public.
  7. Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.
- C. State agencies cannot claim a product as a whole is not reasonably available because no product in the marketplace meets all the standards. Agencies must evaluate products to determine which product best meets the standards. If an agency purchases a product that does not best meet the standards, the agency must provide written documentation supporting the selection of a different product, including any required reasonable accommodations.
- D. For purposes of this section, the phrase “equivalent access” means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, if equivalent access is not reasonably available, then individuals who are blind or visually impaired **shall** be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2013.
- E. If the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.

#### 1.24 **COMPLIANCE WITH THE STATE SHARED TECHNICAL ARCHITECTURE PROGRAM**

The respondent’s solution must comply with the state’s shared Technical Architecture Program which is a set of policies and standards that can be viewed at: <http://dis.publishpath.com/policies-standards>. Only those standards which are fully promulgated or have been approved by the Governor’s Office apply to this solution.

#### 1.25 **VISA ACCEPTANCE**

- A. Awarded vendor should have the capability of accepting the State’s authorized VISA Procurement Card (p-card) as a method of payment.
- B. Price changes or additional fee(s) **shall not** be levied against the State when accepting the p-card as a form of payment.
- C. VISA is not the exclusive method of payment.

#### 1.26 **PUBLICITY**

- A. Vendors **shall not** issue a news release pertaining to this *Bid Solicitation* or any portion of the project without OP’s prior written approval.
- B. Failure to comply with this Requirement **shall** be cause for a vendor’s bid to be disqualified.

#### 1.27 **RESERVATION**

The State **shall not** pay costs incurred in the preparation of a bid.

#### 1.28 **SCHEDULE OF EVENTS**

Public Notice of IFB <b>(Draft)</b>	6/20/2018
Deadline for Receipt of Written Questions	07/17/2018
Response to Written Questions	08/24/18
Final IFB On or About	09/13/2018

Date and time for Opening Bids	10/04/2018 2:00 p.m. CT
Intent to Award Announced, On or About	10/09/2018
Contract Start, (Subject to State Approval)	01/01/2019

**1.29 STATE HOLIDAYS**

Holidays are those days as declared legal state holidays by authority of Act 304 of 2001. Those days are as follows:

New Year's Day	January 1
Dr. Martin Luther King Birthday	Third Monday in January
George Washington Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Eve	December 24
Christmas Day	December 25

Additional days can be proclaimed as holidays by the Governor through executive proclamation. State offices are normally closed on holidays; however, there are occasions (i.e. during legislative sessions) when it may become necessary to keep state offices open on holidays. The Contractor shall maintain adequate staff on such working holidays.

## **SECTION 2 – MINIMUM REQUIREMENTS**

### **2.1 INTRODUCTION**

This Invitation for Bid (IFB) is issued by the Office of Procurement (OP) for DHS, Division of Medical Services to obtain pricing and a contract(s) for Non-Emergency Transportation (NET) services to eligible Medicaid beneficiaries through a single transportation Broker for each pre-established NET region. The highest emphasis shall be placed on safety of passengers.

To manage this project, each Broker **must** provide a project director and staff to ensure responsibility for the management and day to day operations of the services being requested in this IFB. Including, on-going safety training and refresher training of vehicle operators, investigation of all accidents, and provide adequate road supervision to monitor daily on-the-street operations.

Services include, but are not limited to:

- Provision of safe and appropriate transportation
- Adherence to program guidelines
- Provision of an efficient reservation and trip assignment process
- Recruitment, training and negotiation with subcontractors
- Submission of accurate and timely encounter (trip) data
- Assurance of quality services
- Provision of administrative oversight and reporting

**Note: For the purpose of “Section 2 Requirements” in this IFB, Vendor may be referred to as Broker.**

### **2.2 SERVICE DELIVERY LOCATION**

All services must be provided during normal state work hours and within the agreed upon number of days unless otherwise arranged and coordinated with the agency. The vendor shall give the agency immediate notice of any anticipated delays that will affect the service delivery requirement.

### **2.3 MINIMUM QUALIFICATIONS**

The Broker **must** meet the following requirements:

- A. The Broker **must** have a minimum of five (5) years of experience in non-emergency medical transportation (NET). For verification purposes, the Broker must submit a narrative detailing qualifying experience and include phone numbers and e-mail address for previous employers and/or contract managers who can verify qualifying experience. Proposals may be disqualified from Brokers whose references do not respond within five (5) business days of the request for verification.
- B. The Broker **must** submit resumes of staff proposed to fill the following positions: Project Director, Safety Officer, Quality Assurance Manager, Investigator and Trainer. No single staff member may serve in more than two (2) of these designated roles. **Non-incumbent brokers may submit job descriptions in lieu of resumes for the positions indicated above.**
- C. The Broker **must** ~~submit a statement that the Broker~~ expressly agrees and acknowledges that if ~~they~~ Broker cancels, defaults, or otherwise abandons their contract prior to expiration, the Broker shall not be eligible to bid on an Arkansas Department of Human Services (DHS) NET procurement in that region until the next bid opportunity or for twenty-four (24) months, whichever is later. **Broker's signature on page four (4) of the BID response packet shall certify Broker's compliance with this minimum qualification. See “Attachment G”.**

### **2.4 SCOPE OF WORK**

#### **SUMMARY OF NET TRANSPORTATION**

##### **A. Determination Process**

The Broker must structure “the need for services determination process” that complies with the requirements set forth in the Arkansas Medicaid Policy.

1. Beneficiary requests NET to a Medicaid covered service provided by an enrolled Medicaid provider.
2. Beneficiary requests NET to an enrolled Medicaid or non-Medicaid provider within their plan network.

**NOTE:** NET services available to newly eligible adults who participate in a commercial insurance plan are limited to eight (8) one-way legs/units within each calendar year. Trip limits are not applicable to traditional Medicaid NET eligible persons, newly eligible adults awaiting determination of medical frailty, and newly eligible adults eligible for Medicaid services in the period of time between enrollment and the start date of their commercial insurance plan.

- Broker shall be responsible for maintaining a cumulative real time trip count for each beneficiary.
- Broker shall be responsible for communicating with other Brokers in order to obtain previous trip counts in case a beneficiary moves from one NET region to another region.

### **Broker Responsibility**

#### **A. Audited Financial Statements**

Brokers who have provided fewer than six (6) months of NET services in Arkansas in the immediately preceding year will submit audited financial statements the following year as described above.

#### **B. Adhere to Program Guidelines**

1. Broker shall verify beneficiary eligibility.
2. Assess the beneficiary's need for NET services.
3. Determine the most appropriate transportation to meet the beneficiary's need. Including any special transport needs for:
  - Medically fragile beneficiaries
  - Physically or mentally challenged beneficiaries.

#### **C. Provide an Efficient Reservation and Trip Assignment Process**

1. Broker shall provide a system to receive beneficiary requests for transportation.
2. Broker shall either provide the service or assign the trip to a sub-contractor for eligible beneficiaries.

#### **D. Performance Capabilities**

Broker **must** provide ~~with the bid submission the following information~~ the following without limitation:

- Procedures for oversight of day to day operation
- Telephone, trip scheduling and dispatch capabilities
- Data collection and reporting procedures
- Disaster recovery plan, contingency plans, and ability to provide services in the event of unforeseen circumstances.
- Additional capabilities
- Technology requirements

#### **E. Quality Assurance Plan**

Broker **must** provide ~~with the bid submission the following information~~ the following without limitation:

- Detailed description of the processes and procedures to be used for adherence and performance.
- Reporting and monitoring of transportation operators regarding all requisite health and safety standards, vehicle maintenance, operation, vehicular inspections, vehicle licenses, a copy of the registration permits issued by the Arkansas Department of Finance and Administration (DF&A) for each vehicle operated.
- Broker **must** provide written assurance to DHS/DMS that all vehicles used for beneficiary transport **will be** in compliance with all requirements of the Arkansas Transportation Department for Arkansas Intrastate Renewal prior to award and upon any contract renewal periods.

- Business license (Broker must submit a valid business license to DHS/DMS for each NET region awarded before the contract effective date.)
- Reports
- Detailed description of the quality assurance measures related to efficient and timely trip scheduling and error-free dispatch capabilities.

## 2.5 OPERATIONAL REQUIREMENTS

A. The Broker shall oversee the overall day-to-day operations in their region including but not limited to:

1. Annual and on-going safety training for all vehicle operators (Training from outside authorized sources is acceptable.)
2. Field observations of operations
3. Monitor staff levels, including vehicle operators and their training
4. Broker must have procedures in place to screen driving records of each prospective vehicle operator prior to hiring; and to monitor and report any serious traffic violations which result in points or a felony offense of hired vehicle operators.
5. Vehicle maintenance standards (repairs and preventative maintenance) shall include without limitation: regular tire rotations, oil changes, fluid and belt checks, etc., maintenance of wheelchair lifts, (if equipped), and announced and unannounced inspections of vehicles and vehicle maintenance records.
6. Safety oversight including safety audits (announced and unannounced)
7. The Broker shall investigate all incidents and accidents and shall be responsible for reporting incidents and accidents to DHS/DMS NET Monitoring Contractor within one (1) working day in the format prescribed by the NET Monitoring Contractor.

B. Broker Office Operations

The Broker's central business office **must** be operational on the contract date and have the capability to receive beneficiary reservations ten (10) business days prior to the contract start date.

C. Central Business Office Requirements

1. The Broker **must** establish a central non-residential business office within the State of Arkansas.
2. The Broker may establish more than one (1) business office within the State, but, one (1) non-residential business office **must** be designated as the central business office.
3. Other offices in addition to a central business office are not required.
4. The Project Director and scheduling staff **must** be located at the central business office.
5. Scheduling staff **must** be at the central business office or any other business office during normal business hours and any additional hours necessary to perform the scheduling activity.
6. The Broker **must** have internet access at the central business office at all times during business hours and the capability to send and receive emails.
7. The Broker **must** provide an administrative telephone number that will enable DHS/DMS staff and the DHS/DMS NET Monitoring Contractor to reach the Project Director directly without going through the scheduling staff.

8. The Broker **must** also have the capacity to reproduce documents when requested. Electronic method is the preferred method.
9. All Broker's records pertaining to the contract **must** be housed at the central business office and retrievable within five (5) business days for review at the request of DHS/DMS and its authorized representatives.
10. Records **must** be stored in a fire-resistant container in a manner designed for retrieval upon request.

D. Hours of Operation

1. The Broker **shall** establish a duly licensed non-residential business office that is open, at a minimum, from the hours of 8:00 a.m. until 5:00 p.m. Central Time, Monday through Friday, except on days recognized as State holidays.
2. The Broker shall maintain scheduling services, at a minimum, for the above referenced times.
3. NET services shall be provided on Saturday from 8:00 a.m. until 5:00 p.m. for beneficiaries receiving:
  - Dialysis
  - Chemotherapy
  - Radiation
4. Time of the actual transport **shall be** scheduled based on the need of the beneficiary.
5. Although the vendor's business office may be closed on certain dates, the Broker is still responsible for transporting beneficiaries who require routine medical care as stated above who generally have set treatment days.

E. Telephone System Requirements

The contractor **shall** provide a fully functional helpline which has a toll free number, the capacity to respond to the hearing impaired, the capability to respond to the Spanish speaking population, and is available Monday-Friday, 8:00 a.m. – 5:00 p.m., following the State work schedule.

At a minimum, the contractor **shall** provide a toll-free complaint line and a transportation help-line which must:

- have the capability to respond to the hearing impaired;
- have the capability to respond to the Spanish speaking population;
- be available Monday through Friday from 8:00 a.m. to 5:00 p.m. Central Standard Time

The contractor shall:

- Process one hundred percent (100%) of complaints received pursuant to complaint resolution process;
- Send information about the complaint line to newly enrolled Medicaid beneficiaries;
- Maintain a database of all complaints and their disposition;
- Maintain a computer database of all calls received on the transportation help-line and their disposition;
- Respond to elected official, and public requests for information regarding the NET program, subject to the approval of DMS;

1. The Broker **must** provide Medicaid beneficiaries, or persons or agents acting on behalf of the beneficiary, with long-distance toll-free access to schedule trips.
2. Access to the hearing and speech impaired **must** be provided by the appropriate telecommunication equipment.

3. The Broker **must** answer **eighty-five** percent (85%) of all calls within thirty (30) seconds and ensure that the wait time after answering does not exceed five (5) minutes.
4. All telephone calls received by the Broker from a beneficiary or agent before 5:00 p.m. business days, including voice-mail, **must** be returned before the end of the day.
5. Personnel assigned to the telephone **must** maintain a courteous and polite attitude in all dealings with the public.
6. The personnel **must** identify the Broker and themselves by name upon answering.
7. Should the Broker operate any additional transportation services other than the NET program, the Broker **shall** ensure that the programs are operated separately and that Medicaid beneficiaries have access to reservation staff during designated business hours.
8. To ensure this, the Broker **must** provide separate telephone numbers for Medicaid beneficiaries.
9. For quality assurance purposes, the Broker **must** have a system in which phone calls are recorded and maintained for up to one (1) year from the date of the call.
10. The Broker shall establish and maintain a log of complaints and issues from beneficiaries and providers, and providers' office staff.

F. Bilingual and Telecommunications Device for the Deaf

1. The Broker **must** provide communications in their region for all beneficiaries who do not speak English.
2. The Broker **must** arrange for the capability to meet TDD needs.

G. Technology Requirements

1. Broker **must** maintain in the central business office sufficient technology (such as computer hardware and software) to support automated call intake and electronic eligibility verification.
2. The Broker **must** have adequate technology and computer systems to meet all reporting requirements prescribed under this IFB including electronic submission of encounter information.
3. The following link provides the Technology Requirements:  
<https://medicaid.mmis.arkansas.gov/Provider/Hipaa/compan.aspx>
4. All encounter information **must** be securely submitted to the Arkansas Medicaid Fiscal Agent in EDI 837 format.
5. The Broker **must** submit a test file in EDI837 format to Arkansas Fiscal Agent for review and approval prior to the start of operations.
6. If the Broker does not have the capability after sixty (60) calendar days from the contract start



date to successfully test the EDI transaction, the contract may be terminated for cause.

7. All data stored electronically using the Broker's computer system, **must** be backed up on a daily basis and stored at a secure off-site location, in accordance with its Disaster Recovery Plan.

## 2.6 **STAFFING REQUIREMENTS**

### A. Criminal History Check/Central Registry Check

1. Broker **shall** require criminal history check, provided by the Arkansas State Police, and a central registry check, by our Central Registry unit housed at DHS, on all employees prior to providing services for:
  - Care
  - Supervision
  - Treatment
  - Other services, including without limitation all NET services where the employee has direct contact with the beneficiary.
2. To the:
  - Elderly
  - Mentally ill
  - Developmentally delayed persons
  - Individuals with mental illnesses
  - Children who reside in any State-operated facility
  - Or, a position in which the applicant or employee will have direct contact with a child

### B. Individuals Employment (Criminal Offenses)

1. Broker **shall** exclude from employment individuals which have been convicted of one (1) of the following offenses listed below:
  - Capital murder, as prohibited in § 5-10-101
  - Murder in the first degree and second degree, as prohibited in §§ 5-10-102 and 5-10-103
  - Manslaughter, as prohibited in § 5-10-104
  - Negligent homicide, as prohibited in § 5-10-105
  - Kidnapping, as prohibited in § 5-11-102
  - False imprisonment in the first degree, as prohibited in § 5-11-103
  - Permanent detention or restraint, as prohibited in § 5-11-106
  - Robbery, as prohibited in § 5-12-102
  - Aggravated robbery, as prohibited in § 5-12-103
  - Battery in the first degree, as prohibited in § 5-13-201
  - Aggravated assault, as prohibited in § 5-13-204
  - Introduction of controlled substance into body of another person, as prohibited in § 5-13-210
  - Terroristic threatening in the first degree, as prohibited in § 5-13-301
  - Rape, as prohibited in § 5-14-103
  - Sexual indecency with a child, as prohibited in § 5-14-110
  - Sexual assault in the first degree, second degree, third degree, and fourth degree, as prohibited in §§ 5-14-124--5-14-127
  - Incest, as prohibited in § 5-26-202
  - Offenses against the family, as prohibited in §§ 5-26-303--5-26-306
  - Endangering the welfare of an incompetent person in the first degree, as prohibited in § 5-27-201
  - Endangering the welfare of a minor in the first degree, as prohibited in § 5-27-205
  - Permitting abuse of a minor, as prohibited in § 5-27-221
  - Engaging children in sexually explicit conduct for use in visual or print medium, transportation of minors for prohibited sexual conduct, pandering, or possessing visual or print medium depicting

sexually explicit conduct involving a child, or the use of a child or consent to the use of a child in a sexual performance by producing, directing, or promoting a sexual performance by a child, as prohibited in §§ 5-27-303--5-27-305, 5-27-402, and 5-27-403

- Adult abuse that constitutes a felony, as prohibited in § 5-28-103
  - Theft of property, as prohibited in § 5-36-103
  - Theft by receiving, as prohibited in § 5-36-106
  - Arson, as prohibited in § 5-38-301
  - Burglary, as prohibited in § 5-39-201
  - Felony violation of the Uniform Controlled Substances Act, §§ 5-64-101 -- 5-64-508, as prohibited in the former § 5-64-401 and §§ 5-64-419 -- 5-64-442
  - Promotion of prostitution in the first degree, as prohibited in § 5-70-104
  - Stalking, as prohibited in § 5-71-229
  - Computer child pornography, as prohibited in § 5-27-603
  - Computer exploitation of a child in the first degree, as prohibited in § 5-27-605
  - Criminal attempt, criminal complicity, criminal solicitation, or criminal conspiracy, as prohibited in §§ 5-3-201, 5-3-202, 5-3-301, and 5-3-401, to commit any of the offenses listed in this subsection; or
  - Theft of public benefits, as prohibited in § 5-36-202.
2. Broker shall verify whether the applicant has resided in the state of Arkansas for the previous five (5) years prior to their application.
  3. If not, Broker shall require the applicant provide a State background check from the State from which the person resided before Arkansas.
  4. The authorization to release information must be signed for the Broker, Sub-contractor, and the NET Monitoring Contractor to receive background check results.

## 2.7 **BROKER RESPONSIBILITIES**

The Broker **must** provide the following:

### A. Safe and Appropriate Transportation

1. Broker is responsible for providing and/or arranging transportation services to all eligible Medicaid beneficiaries residing in their region(s).
2. Transportation **must** be provided without the collection of any co-payment.
3. Co-payments and mileage caps are not applicable under the Medicaid NET program.

### B. Personnel, Exclusion List

All personnel shall be verified against the State and Federal Medicare and Medicaid exclusion list including:

- Office staff
- Administrators managers
- Board members
- Personnel having decision making or fiduciary responsibilities
- Personnel receiving paid compensation or volunteer, in regards to the NET contract

### C. Personnel, Roster

1. It is the Broker's responsibility to provide a roster and notify the NET contract monitor within five (5)

business days of all changes.

2. This roster **must** include the following information for each person listed:
  - Name (Including maiden or previously used names)
  - Title
  - Date of birth
  - Social Security number
  - Date of hire
  - Date of discharge
3. Employees of the Broker and the sub-contractors are prohibited from employment in any way connected to Medicaid transportation if they have been convicted of Medicaid or Medicare fraud, or been terminated from the Medicaid or Medicare program, or have been excluded from participation in any Arkansas DHS/DMS Program.

D. Submit Accurate Encounter (Trip) Information

1. The Broker shall submit encounter reporting, including:
  - A record of the beneficiaries
  - Medical providers
  - Trip costs, etc., as required by DMS
2. The encounter data **must** be submitted electronically, according to DMS EDI 837 format, no later than the last day of the month after the month transportation was provided. (Example: Transportation services delivered in May 2019 **must** be reported by June 30, 2019).

E. Broker Encounter (Trip) Information Responsibilities

1. Broker **must** attest to the number of claims and trips submitted each month for the previous month of service.
2. Should Broker fail to report encounter data in an accurate and timely manner, payment for that month of service shall be withheld until:
  - Data is submitted accurately
  - Accepted by the system
  - Verified by DHS/DMS NET Monitoring Contractor
3. The Broker is responsible for electronically submitting encounter information as required by DMS and the Arkansas Medicaid Fiscal Agent.

F. Assure Quality Services

1. The Broker **must** ensure that sub-contractors submit documentation, acceptable to DHS/DMS, which demonstrates adherence to all:
  - Requisite health and safety standards for vehicle maintenance
  - Operation
  - Vehicular inspections
  - Vehicle Registration
  - Insurance and certification requirements as applicable

2. Electronic is the preferred method of documentation submission.

G. Provide Administrative Oversight and Reporting

The Broker shall be responsible for the management of overall day-to-day operations necessary for the delivery of NET services.

1. The maintenance of appropriate records.
2. System of accountability to report to DHS/DMS and respond to the terms of the contract.

H. Broker Correspondence

1. The Broker is financially responsible for all costs incurred in printing and mailing letters, one per household, to notify the beneficiaries who qualify for NET services and facilities of changes.
2. Changes may include a new telephone number fifteen (15) days prior to start date of provision of services.

## 2.8 DRIVER AND ATTENDANT CONDUCT

- A. The Broker **must** assure that drivers and attendants abide by the following requirements which **must** be stated in all transportation service agreements.
  - Drivers and attendants **must** maintain a professional and well-groomed appearance at all times.
  - Jewelry or other accessories that may interfere with the vehicles operator's duties will not be permitted.
  - All drivers and attendants **must** wear or have visible, easily readable proper company identification.
  - All attendants **must have a valid driver's license OR** a government issued identification.
  - All drivers **must** carry a valid driver's license.
  - At no time **shall** drivers or attendants smoke, while in the vehicle or while involved in beneficiary assistance, entering or exiting the vehicle, or while in the presence of any beneficiary.
- B. Drivers or attendants **must** provide assistance, as necessary, to and from the main door of the place of destination.
- C. Drivers or attendants **must** identify and announce their presence at the entrance of the building at the specified pick-up location if the passenger is not waiting at the curbside.
- D. Drivers or attendants **must** assist the passengers in the process of being seated, as necessary, including the fastening of seat belts.
- E. Drivers **shall** confirm, prior to allowing any vehicle to proceed, that wheelchairs and wheelchair passengers are properly secured and that all passenger seat belts are fastened.
- F. Drivers or attendants **must** provide support and directions to passengers and assist wheelchair and mobility- limited persons as they enter or exit the vehicle.
- G. Driver assistance **shall** also include stowage of mobility aids and folding wheelchairs.
- H. Drivers or attendants are not responsible for passenger's personal items.

## 2.9 SAFETY VIOLATIONS

Serious safety violations **that shall** result in immediate termination and possible criminal charges of driver and attendant include, **without limitation**:

- Failure to conduct visual vehicle inspection resulting in a beneficiary left unattended.
- Failure to correctly utilize child safety buzzers.
- Failure to comply with Child Passenger Transportation Safety as described in this IFB.
- Failure to properly secure wheelchairs.

## **2.10 POLICY AND PROCEDURES**

- A. The Broker and/or their sub-contractors **must** develop and maintain policy and procedures that reflect ~~the~~ company's day-to-day operations.
- B. Policies and procedures **must** be made available upon the request of the DHS/DMS Monitoring Contractor.

## **2.11 DISASTER RECOVERY PLAN**

- A. The Broker **must** develop and maintain a disaster recovery plan, designed to minimize any disruption to transportation services caused by a disaster at the Broker's central business office or other facilities.
- B. It is the sole responsibility of the Broker to maintain adequate backup to ensure continued scheduling and transportation capability.
- C. The disaster recovery plan **must** be made available to DHS/DMS Monitoring Contractor upon request.

## **2.12 INSURANCE AND INSURANCE CERTIFICATE**

- A. All insurance **must** be from responsible companies duly licensed and approved to do business in the State of Arkansas and provided in accordance with the terms and conditions of the contract.
- B. The Broker **must** maintain insurance in the amount required on each vehicle which **must** defend, indemnify, and hold harmless Broker and the State of Arkansas from any claims which may arise out of operations under the contract.
- C. Broker **must** procure the insurance policies at the Broker's own expense and **shall**, prior to provision of service start date, under any resulting contract, furnish the State an insurance certificate listing the State as loss payee. (Loss Payee is for notice requirements only; used to notify the state of changes in coverage or policy cancellations.)
- D. The insurance certificate **must** document that the liability insurance coverage purchased by Broker includes contractual liability coverage to protect the State, and **must** contain information required by the Insurance Department of the State of Arkansas.
- E. The Broker must verify and ensure that vehicles owned or operated to provide any service under this contract maintain insurance in the amount required on each subcontractor vehicle which shall defend, indemnify, and hold harmless subcontractor, Broker and the State of Arkansas from any claims which may arise out of operations under the contract.
- F. The Insurance certificate **must** document that the liability insurance coverage purchased in the amount of ~~\$5,000,000.00~~ \$1,000,000 by any sub-contractor includes contractual liability coverage to protect the State. ~~and must contain information required by the Insurance Department of the State of Arkansas.~~
- G. For all liability insurance policies required to be in place under the contract, Broker **shall** ensure that the

State of Arkansas, Department of Human Services (“DHS”) is named as an additional insured on the policies, as evidenced by documentation of the additional insured status, which **shall** be provided to DHS at the inception of the contract and upon any request. Additionally, Broker **shall** ensure that any and all notifications or other communications which the insurer sends to DHS under the policies shall be sent to the following addresses:

Department of Human Services, Division of Medical Services  
Attn: Cherokee Bradley/Ward Hanna  
700 Main Street S410  
Little Rock, AR 72201

## **2.13 LICENSE, PERMIT AND CERTIFICATION REQUIREMENTS**

- A. The Broker **must** assure that sub-contractors maintain current licenses, permits or certifications as required by all levels of government in Arkansas for the operation of necessary vehicles. This includes, but is not limited to:
- Vehicle licenses
  - Driver’s license for each vehicle operator
  - Business license
- B. The Broker **must** maintain a copy of the registration permits issued by the Arkansas Department of Finance and Administration (DF&A) for each vehicle operated.
- C. Broker **must** provide written assurance to DHS/DMS that all vehicles used for beneficiary transport will be in compliance with all requirements of the Arkansas Transportation Department for Arkansas Intrastate Renewal prior to award and upon any contract renewal periods.

## **2.14 CALL CENTER METRICS REPORT**

- A. The Broker **must** provide DHS/DMS Monitor Contractor with a monthly call center report.
- B. The report **must** include, but not limited to the following information:
- Calls received
  - Calls answered
  - Calls abandoned
  - Percentage of calls abandoned
  - Average speed to answer calls
  - Average talk time
- C. The call center Metrics Report may be requested more frequently if performance deficiencies are indicated.

## **2.15 REPORTING, QUALITY ASSURANCE AND PERFORMANCE MONITORING**

- A. Submission of encounter information on every trip is a requirement of the contract.
- B. The Broker **must** timely and accurately submit encounter information through a secure internet connection.
- The following link provides the Technology Requirements:  
<https://medicaid.mmis.arkansas.gov/Provider/Hipaa/compan.aspx>
- C. Broker and all employees and subcontractors must report suspected Medicaid fraud, waste and abuse.
- D. A summary of the required reporting formats can be found in “Attachment I”.

- E. The Broker **must** submit encounter information by the last working day of the month following the end of the reporting month, **as specified in Section 2.21(D) 2.**
- F. Encounter information **must** be complete and accurate.
- G. During the execution of activities of the contract, Vendors must submit periodic status reports covering activities, problems and recommendations. Vendors must submit status reports on a monthly basis no later than the 15<sup>th</sup> working day of each month. The status report must cover any escalations handled by the broker within the month, vehicle inspections, and staff turnover. These reports must be submitted to DMS or assigned contractors who have oversight of the NET Program.
- H. All brokers and their staff **shall comply with the requirements imposed on mandated reporters in the** Mandated Reporting Statutes – Arkansas Code Ann. **§§ 12-12-1708 and 12-18-402.**
- I. Failure to provide or provision of false or inaccurate information may be considered fraud and may result in termination of the contract.
- J. Encounter reporting **must** include all information in “Attachment I”.
- K. At a minimum, the following statistical data **must** be reported with the encounter:
  - Submission of encounter information on every trip is a requirement of the contract.
  - Destination provider Medicaid identification number
  - Date the trip was requested
  - Mode of transportation
  - Whether or not the appointment was after hours
  - Whether or not the appointment was to a provider within the beneficiary's region
  - Identification of others riding with the beneficiary
  - Scheduled arrival time for pick-up at point of origin
  - Scheduled appointment time with provider
  - Actual arrival time at destination
  - Return Trip: Actual arrival time for pick-up at destination
  - Return Trip: Actual drop-off time at point of origin
  - Miles
  - Curb-to-curb
  - Ambulatory – Wheelchair

## **2.16 DRIVER REPORTS**

- A. The Broker **must** provide the DHS/DMS NET Monitoring Contractor a roster of drivers before the provision of service start of operations.
- B. Drivers **must** be listed separately for each sub-contractor.
- C. The roster **must** include at a minimum:
  - Driver's name
  - Driver's date of birth
  - Arkansas driver's license number
  - Social security number
- D. The roster **must** be updated to reflect additions and deletions in personnel, and submitted to DHS/DMS each calendar month.

- E. The roster is due by the fifteenth (15<sup>th</sup>) working day of the month following the end of the reporting month.

## **2.17 VEHICLE REPORTS**

- A. The Broker **must** provide the DHS/DMS NET Monitoring Contractor with a listing of all vehicles placed in service for performance of obligations under this contract before the provision of service start of operations.
- B. The list **shall** include for each vehicle:
- Name of Transportation Provider
  - Manufacturer and model
  - Model year
  - Vehicle Identification Number
  - Type of vehicle (minibus, wheelchair van)
- C. The roster **must** be updated to reflect vehicle additions and deletions.
- D. The updated roster is due by the fifteenth (15<sup>th</sup>) working day of the month following the end of the reporting month.

## **2.18 REPORTS OF ACCIDENTS AND MOVING VIOLATIONS**

- A. The Broker **must** notify the NET Monitoring Contractor immediately of any accident while delivering services under the contract, whether or not it resulted in a driver or passenger injury or fatality.
- B. The Broker shall file a written accident report with the DHS/DMS NET Monitoring Contractor within three (3) working days of the accident. The Broker must file the written police report with the DHS/DMS NET Monitoring Contractor as soon as it becomes available from the police department.
- C. The Broker shall cooperate with DHS/DMS during any ensuing investigation.
- D. The Broker shall notify the DHS/DMS NET Monitoring Contractor within twenty-four (24) hours of any moving violations that occur while delivering services under this contract.
- E. The Broker **must** provide a copy of the citation to the DHS/DMS NET Monitoring Contractor within ten (10) working days of the violation.
- F. The Broker shall maintain copies of each accident report in the files of both the vehicle and the driver involved in the accident.
- G. Police reports associated with moving violations **must** be maintained in the file of the responsible driver.
- H. The requirements of this section **must** be incorporated in all service agreements between the Broker and the Sub-contractor.

## **2.19 SCHEDULED AND DELIVERY STANDARDS**

- A. Brokers **must** collect and accurately report:
- Scheduled pick-up times
  - Actual pick-up times
  - Scheduled appointment (drop-off) times
  - Actual drop-off times at appointments
- B. The Broker **shall** ensure that services comply with the following minimum service delivery requirements:
- Medicaid beneficiaries shall be transported in a safe and timely fashion to and from scheduled appointments.
  - Medicaid beneficiaries shall be advised of an estimated pick-up time at the time the transportation



request is made.

- Transportation providers shall arrive at the pick-up location no later than fifteen (15) minutes after the estimated scheduled pick-up time.
- Transportation providers shall deliver the beneficiary to the site of the scheduled medical appointment fifteen (15) minutes prior to the scheduled appointment, but no earlier than one (1) hour before the appointment.
- Providers are not required to wait for the beneficiary more than fifteen (15) minutes after the scheduled pick-up time.
- The Broker shall contact and confirm the estimated scheduled pick-up time with the beneficiary within twenty-four (24) hours of the pick-up. Automated appointment reminders through an outbound IVR or SMS text message service are permissible.
- The dispatcher or sub-contractor **must** notify the Medicaid service provider to report late arrivals or deliveries.
- The Broker shall monitor return trips to ensure beneficiaries are delivered home in a timely manner.
- If a delay of fifteen (15) minutes or more occurs, the Broker **must** contact the beneficiary's point of pick-up to the destination.
- In a multiple-passenger situation the Broker shall ensure that all beneficiaries are not in a vehicle more than one (1) hour longer than the average travel time for direct transport from the beneficiary's point of pick-up to the destination.
- When scheduling is requested by the beneficiary's authorized representative, the Broker **must** advise the representative that the beneficiary **must** be accompanied by a caretaker if beneficiary's age, disability, or other conditions prevent the beneficiary from being able to act on his/her own in a safe and competent manner.
- The Broker **must** ensure that at any destination site the beneficiary is not left alone in circumstances which may place him/her in danger.
- The driver and attendant are responsible to ensure the beneficiary is left at the correct destination.
- The Broker **must** ensure the beneficiary is not delivered and dropped off prior to the opening of the destination site.
- The Broker shall ensure that the beneficiary is picked up prior the closing of the site.

- C. These requirements **must** be stated in all transportation service agreements between the Broker and Sub-contractor.

## 2.20 SUBCONTRACTOR INFORMATION

### A. Sub-Contractor Records

1. The Broker **must** establish and maintain records and related information in its files for each non-public sub-contractor with whom the Broker has entered into a service agreement.
2. Any changes in sub-contractors or changes in existing information regarding sub-contractor **must** be recorded at the time of occurrence of the change, or within a maximum of five (5) business days.
3. Recorded changes **must** be available to DHS/DMS Monitoring Contractor upon request.

### B. Recruit and Negotiate with Sub-contractors

1. Broker may operate as a provider, as part of the provider network, or as sole provider, as long as access to NET services remain sufficient to provide services for all qualified beneficiaries residing in the region served by the Broker.
2. If not operating as a sole provider, the Broker **must** establish a network of subcontractors to deliver transportation for medical care.
3. Broker **must** negotiate service delivery rates with each qualified sub-contractor.

4. Broker **must** provide accurate and timely payments to each sub-contractor based on the agreement between the Broker and Sub-contractor and the authorized services rendered.
5. The negotiated rate **must** be fully disclosed in the agreement between the sub-contractor and the Broker.
6. Broker **must** ensure each region awarded maintains adequate transportation capabilities and adheres to all requirements of the Americans with Disabilities Act.

C. Unacceptable Performance

1. The Broker **must** terminate a service agreement with a sub-contractor when unacceptable performance, as determined by DHS/DMS, is identified or the sub-contractor has failed to take satisfactory corrective action within a time period specified by DHS/DMS not to exceed thirty (30) calendar days from the date of notice of unacceptable performance.
2. DHS/DMS reserves the right to direct the Broker to terminate any service agreement with a sub-contractor when DHS/DMS determines this to be in the best interest of the State.

D. Service Agreement, Pre-Approval

Prior to the provision of service, the Broker **must** submit for DHS/DMS review a model service agreement that the Broker shall use to obtain transportation service.

1. The Broker's written agreements with sub-contractors and employees **must** provide for revocation or other remedies for inadequate performance.
2. The service agreement **must** include the same terms of Confidentiality of Information and HIPAA Compliance as required of the Broker.

E. Sub-Contractor Agreements

The Broker's agreements with sub-contractors **must** be in writing and pre-approved by DHS/DMS prior to signing with sub-contractors.

1. The Broker's agreements with sub-contractors **must** be in writing specifying the delegated activities required by this IFB.
2. The Broker **must** specify prior to the beginning of services, to the sub-contractor(s), the respective reporting requirements per this IFB.
3. Agreements **must** be provided to the DHS/DMS NET Contract Monitor. Electronic submission is the preferred method.
4. Broker is responsible for ensuring that all transportation services are provided by drivers meeting the qualifications as set out in this IFB under the Operational Requirements section.
5. Broker is prohibited from establishing or maintaining service agreements with:
  - Sub-contractors which have been convicted of Medicaid or Medicare fraud
  - Been terminated from the Medicaid or Medicare program
  - Have been excluded from participation in any Arkansas DHS/DMS program.

F. Default Provision

A specific provision that, in the event of default by the Broker, the agreement may, at the discretion of DHS/DMS, be assigned to DHS/DMS or its agent for continued provision of transportation services.

1. This provision is further defined in the DHS/DMS performance monitoring section of this IFB.
2. All terms, conditions and rates established by the agreement shall remain in effect until or unless re-negotiated with DHS/DMS or its assignee, subsequent to the default action.
3. Copies of all service agreements between the Broker and sub-contractors **must** be forwarded to the DHS/Division of Medical Services (DMS) NET Monitoring Contractor.

4. All written agreements with sub-contractors **must** be submitted to DHS/DMS or NET Monitoring Contractor at least thirty (30) calendar days prior to beginning of the transportation services
5. These agreements **must** be accompanied by Broker's attestation as to service that is covered by these agreements.

## 2.21 **PAYMENT AND INVOICE PROVISIONS**

- A. Bidders **must** provide a per member per month (PMPM) base rate for each region they are submitting a bid.
  1. The PMPM base rates that are submitted by the bidder **must** be within the range listed on each region's official bid price sheet, in order to be considered for the NET contract award.
  2. DHS Division of Medical Services (DHS/DMS) shall provide the Broker the number of NET covered Medicaid eligible beneficiaries, as determined by the DHS/DMS fiscal agent, **for** the month prior to the month of service, which the per member per month payment is calculated.
  3. The number of eligible persons represents the count prior to the month of service. For example, the report for September would reflect the number of NET eligible persons in August.

### B. Payment, Sub-contractors

1. The Broker shall provide payment to sub-contractors in accordance with the terms of the service agreement between the Broker and the sub-contractor.
2. Brokers **must** make full payment to sub-contractor for authorized trips within a reasonable time, not to exceed thirty (30) Calendar days, following the Broker's receipt of an invoice from the sub-contractor.
3. The Broker shall render payment to sub-contractors for authorized trips made in accordance with this IFB and the terms of the contract.
4. DHS/DMS shall not be responsible or intervene on behalf of any sub-contractor should the Broker fail to provide timely payment or for any other matter of dispute between the Broker and the sub-contractor.

### C. Data Book Provisions

1. A data book (Attachment H) provided with this IFB is for informational purposes only in order to assist bidders in understanding the beneficiary and service utilization from a historical perspective.
2. The amounts shown in the data book represent the Department's best effort of a true and accurate accounting of each item as known to the department at the time of this IFB publication.

### D. Rates

#### Annual Rates and Monthly Trip Reporting

1. Brokers are responsible for meeting monthly trip reporting deadlines and accuracy standards whether they provided the transportation or employed a subcontractor to provide transportation.
2. All NET trips must be reflected by the DHS/DMS system the last day of the month following the month the transportation was provided in order for a Broker's monthly payment to be relinquished by DMS the

following month. For example, NET trips provided in May 2018 must be reflected in the DHS/DMS system no later than June 30, 2018 in order for a Broker to receive July 2018 payment.

3. It is the Broker's responsibility to monitor the DHS/DMS system in order to ensure that all legitimate trips are reflected.
4. The Broker shall report any issues to the NET Monitoring Contractor in a timely manner in order to meet the reporting deadlines and accuracy standards.
5. This IFB includes gatekeeping standards that expand upon current practice. This is intended to eliminate trips not consistent with the intent of the NET program. (The intent of the NET program is to provide a Medicaid beneficiary transportation to a medical provider when they do not have access to other transportation.

E. Broker's Monthly Payment Rate Calculations

1. The successful bidder's rate for the region will be multiplied by the number of covered Medicaid eligibles in the region.

(Capitated Rate x Member Months)

DHS Division of Medical Services (DMS) will provide the Broker the number of Non-Emergency Transportation (NET) covered Medicaid eligibles as determined by the DMS fiscal agent for the month prior to the month of service for which the per member per month payment is calculated. For example, the report for September would reflect the number of NET eligible members at the end of August.

Rates will be evaluated and are subject to change annually.

(Capitated Rate x Member Months)

2. The Broker **must** accept the most current monthly per member per month payment, as payment in full, inclusive of all administrative costs, transportation costs, overhead, and profit, for all services required under this procurement and the ensuing contract. Historical information regarding the number of members in each region per month can be found in "Attachment H"; this information is subject to change during the term of the contract.
3. Following the close of each annual contract period, DHS/DMS shall **reconcile payment** based on the actual number of NET covered Medicaid eligible(s) for each month of service, the number of eligible(s) for which the per member per month payments were made, and the difference, if any. (The actual number of eligible(s) is defined as being eligible to receive NET services for a minimum of fourteen (14) days of a month.) The number of days the beneficiary was "eligible" is calculated not in accordance with the eligibility date as established by the Division of County Operations, instead it is determined based on a specific method applicable only to the NET reconciliation, a method which is based on the date of **the notice of the eligibility determination**. An additional per member per month payment shall be made to the Broker if the actual number of eligible(s) exceeds the number for which payment was previously made. Conversely, if the number of eligible(s) for which payment was made exceeds the actual number, this difference shall be deducted from a future payment to the Broker.

The term "NET covered Medicaid eligible" refers to Medicaid beneficiaries who were approved for one of the Medicaid Aid categories eligible for NET including beneficiaries who gained eligibility on or after January 1, 2014. For the purpose of this IFB, **the "eligibility date" is the date of the notice of eligibility determination** which the beneficiary received from the Division of County Operations. The

eligibility under this IFB does not include retroactive eligibility as contemplated under the Division of County Operations Medical Services Policy Manual, and it does not include the period of time from the application date until the **date of eligibility determination notice**. The above described fourteen (14) day standard is calculated based **on the date of the notice of eligibility determination** and it is not based on the date the actual eligibility started.

4. DHS/DMS reserves the right to deduct Medicaid fee adjustments from the Brokers monthly invoice prior to payment.
5. DHS/DMS **shall** notify the Broker in writing of any claim for damages at least ten (10) business days prior to the date DHS/DMS deducts such sums.
6. Payment shall be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the Agency. The State may not be invoiced in advance of delivery and acceptance of any services.

~~Payment shall be made only after the successful vendor has successfully satisfied DHS as to the reliability and effectiveness of the service as a whole.~~

7. Broker **must** be registered to receive payment and future IFB notifications. If you are not a registered vendor you may register on-line at <https://www.ark.org/vendor/index.html>.

## **2.22 BENEFICIARY RESIDENCE - IN AND OUTSIDE NET SERVICE REGION**

### **A. Broker Responsibility**

1. The Broker **must** arrange travel into and out of other regions when the Medicaid beneficiary being transported is a resident in the Broker's region.
2. The Broker may enter into service agreements with other Brokers, individual sub-contractors, or volunteer transportation providers in other regions.
3. Service agreements may provide transportation in cases where a beneficiary **must** travel outside the region of residence to obtain appropriate health care services.
4. Brokers are not responsible for assuring that NET services are provided to Medicaid beneficiaries who reside outside the Broker's region.

### **B. Beneficiary Application for Services**

1. To request NET services, the beneficiary **must** contact the Broker forty-eight (48) hours prior to an appointment, excluding weekends and state holidays.
2. Broker **must** check eligibility upon scheduling.
3. Medicaid beneficiaries **must** have a valid Medicaid number to receive NET services. If the number cannot be provided by the beneficiary, the beneficiary **must** be instructed to contact Medicaid or the Medicaid NET helpline to obtain the number. Verification of eligibility is the responsibility of the Broker at the time of the reservation.
4. The Arkansas Medicaid NET waiver program does not include transportation services for beneficiaries who are:
  - Nursing facility residents
  - Residents of intermediate care facilities for the mentally retarded (ICF-ID)
  - Qualified Medicare Beneficiaries (QMB) (Medicaid pays only the Medicare premium, deductible and co-pay)
  - Special Low Income Qualified Medicare Beneficiaries (SLMB)

- Qualifying Individual-1 (QI-1)
- ARKids First-B Beneficiaries
- Covered for periods of retroactive eligibility
- **Incarcerated**

C. Scheduling, Advance

Advance scheduling is mandatory for all NET services except:

- Urgent care/**appointments**
- Hospital discharges and follow-up appointments in which the timeframe does not allow advance scheduling.

D. Broker Correspondence

1. The Broker is required to notify beneficiaries of scheduling requirements and Broker contact information through the distribution of DHS/DMS approved communication tools such as brochures and posters.
2. Distribution options include, but are not limited to, yearly mail-outs and distribution of materials on NET vehicles.

E. Gatekeeping Process

1. The Broker **must** obtain from the beneficiary or the beneficiary's authorized representative sufficient information to make a decision regarding the beneficiary's need for NET services.
2. During the gatekeeping process, the Broker **must** determine:
  - Is there an operational vehicle in the household available to the beneficiary?
  - Is there public transit available to the beneficiary?
  - Are there other means of transportation available to the beneficiary?

NOTE: If the answers to all the questions above are NO, the Broker is required to transport. If the answers to any of the questions are YES, the Broker **shall** deny transportation.

3. To determine if there is an operational vehicle available to the beneficiary, the Broker **must** ask:
  - Is there a vehicle in your home?
  - Is the vehicle drivable?
  - Are you physically able to drive the vehicle?
  - Is there someone available to drive your vehicle for you?
  - Is the vehicle available at the time of the appointment?
  - Do you have funds available to operate the vehicle?
4. To determine if there is public transit available to the beneficiary, the Broker **must** ask:
  - Is public transit available?
  - Do you have the funds to pay to use public transit?
5. To determine if there are other means of transportation available to the beneficiary, the Broker **must** ask: Are there other means of transportation available to you such as:
  - Your relatives
  - Neighbors
  - Friends
  - Community organizations
  - And/or including medical providers
6. The Broker **must** record the questions and the responses.

7. The Broker **must** maintain the telephone recording for one (1) year.
8. The recording **must** be made available to DHS/DMS or the DHS/DMS NET Monitoring Contractor within five (5) business days of the request.
9. Beneficiaries who refuse to answer questions related to the need for transportation shall not be provided the requested transportation.
10. In determining if the beneficiary is eligible for NET services, the Broker may consider as a basis for denial whether or not the medical service provider also provides the transportation that is available to the beneficiary.

F. Authorized Representatives

1. If the beneficiary relies on the assistance of his or her representative to schedule NET services, the beneficiary may provide the names, relationship and contact number for up to two (2) authorized representatives to the Broker when scheduling their NET services.
2. The Broker shall only take information or discuss the beneficiary's need for NET services with the beneficiary or with the beneficiary's authorized representative as listed on file with the Broker and DHS/DMS.
3. The Broker is not permitted to discuss the issues related to NET services with any other individuals, agencies, or providers. Similarly, DHS/DMS **shall** discuss NET related matters only with the beneficiary and their authorized representatives as listed on file with the Broker and DHS/DMS.
4. The authorized representative is an individual, who upon the Broker's request can answer the gatekeeping questions asked of the beneficiary when they are scheduling the NET services.
5. The beneficiary or their authorized representative may request transportation for more than one reservation including standing orders for routine medical care. ~~Standing orders cannot exceed one (1) month in duration.~~
6. The beneficiary or their representative **must** attest by the close of business of the last Wednesday of the preceding month that the beneficiary continues to have the need for NET services. This determination **must** take into consideration the beneficiary's ability to provide for his or her transportation outside of the NET program, as well as the beneficiary's needed level of transportation. Attestation of the need for NET services **shall** be the sole responsibility of the beneficiary or their authorized representative.
7. Medicaid shall not provide or pay for transportation if the beneficiary could have arranged for transportation on his or her own.
8. During the gate keeping process, the following questions **must** also be asked by the Broker:
  - a. Can you provide at least two (2) authorized representatives that will be allowed to schedule NET services on your behalf?
  - b. If so, please provide:
    - their first name
    - their last name
    - relationship
    - contact number
9. The Broker **must** confirm that the authorized representatives who are scheduling transportation are not:

- Associated with any agency
  - Provider
  - Other entity to which transportation is or may be requested
10. The Broker shall only schedule NET services with the beneficiary and/or the authorized representatives that are not associated with any:
- Agency
  - Provider
  - Any other entity to which the transportation is requested
11. Broker **must** confirm that the authorized representatives who are scheduling transportation by asking are you associated with:
- Agency
  - Provider
  - Any other entity to which the transportation is requested
12. If it is determined that the Broker **must** make provisions to provide transportation, the beneficiary or their authorized representative **must** be asked:
- Do you confirm the information provided is true, accurate and complete?
  - Do you understand any falsification omission or concealment of information may result in termination of all transportation services or additional penalty?

G. Beneficiary Extension of Transportation Services

1. A beneficiary who is a newly eligible adult who participates in a commercial insurance plan **must** contact the DHS/DMS NET Monitoring Contractor to seek an extension of transportation services (EOTS) for trips in excess of the eight (8) trip limit.
2. All (EOTS) **must** be approved by the DHS/DMS Monitoring Contractor.
3. The NET Monitoring Contractor shall inform the Broker of the decision to deny or grant more legs/units.
4. The Broker bears the responsibility for creating an internal process within their call centers to accommodate and track the (EOTS).

H. EOTS Communication Requirements

Each Broker shall have a secure email address and designated employees for the (EOTS) process.

I. EOTS Non-Approved Transportation

If transportation is provided to a beneficiary who is a newly eligible adult that exceeded their transportation limits and no (EOTS) has been obtained, the Broker shall not receive credit for those trips in subsequent **rate** calculations.

J. EOTS, Broker Compliance to Trip Limits

1. It shall be the responsibility of the NET Monitoring Contractor to oversee Broker compliance with imposing newly eligible adults beneficiary trip limits and the (EOTS) process.
2. Newly eligible adults in the interim period do not have a trip limit.

## 2.23 ALLOWABLE ESCORT TRANSPORTATION FOR MINOR/INCAPACITATED BENEFICIARY

A. Allowable Escort Transportation for Minor/Incapacitated Beneficiary

1. A parent, foster parent or guardian may escort a Medicaid beneficiary who is a minor or an



incapacitated adult.

2. The transportation of an escort with a beneficiary should not be submitted as a separate encounter.

**B. Allowable Escort Transportation for Minor/Incapacitated Beneficiary Visitation**

1. A parent, foster parent or guardian is considered an escort and is eligible for transportation to visit a minor Medicaid beneficiary that is an inpatient of a hospital, whether or not the escort is Medicaid eligible.
2. There is a limit of one (1) trip to and from the hospital for the escort to visit the minor beneficiary per episode of care.
3. Transportation of individuals who are not Medicaid beneficiaries who are transported separately from the beneficiary should be reported as an encounter under the respective Medicaid beneficiary identification number.

**C. Non-allowed charges**

Transportation to visit adult Medicaid beneficiary inpatients is not covered.

**D. Special Circumstances**

Requests to provide transportation services home from the hospital emergency department, are not covered under the NET program unless the beneficiary was admitted to the hospital as an inpatient or for a 23-hour hold (In which case the transport would be considered a hospital discharge).

When required by State law, the Broker **must** make prior arrangements to provide a child safety seat or wheelchair to a beneficiary being discharged and transported from the hospital when the beneficiary does not have their child safety seat or wheelchair in their possession at the time of hospital discharge.

**2.24 LEVELS OF TRANSPORTATION**

**A. Modes of transportation required by beneficiary due to functional independence**

1. When determining the most appropriate mode of transportation for a beneficiary, a basic consideration must be:
  - The beneficiary's current level of mobility and functional independence.
2. Modes other than public transportation **must** be used when the beneficiary:
  - Is traveling to and from a location which is inaccessible by public transportation.
  - Is traveling to and from a location which is accessible by public transportation but the pick-up/drop off location does not provide safe access to location based on beneficiary's age, mobility, and functional independence.
3. Indicates during the call requesting transportation that public transportation is neither appropriate nor asafe mode of transportation due to specific conditions of the beneficiary.

**B. Provision of Services, Broker NET**

1. Providing the service themselves.
2. Negotiating service agreements with qualified sub-contractor.

3. Entering into service agreements with federally funded or public transit, including **without limitation**:
  - Not-for-profit agencies
  - Transit authorities
  - Licensed common carriers
4. Providing tokens or passes to beneficiaries to cover the fare to those who cannot afford it, for:
  - Federally funded
  - Established public or private transit service if the beneficiary has the physical and mental capacity to use such services.
  - Arranging for volunteer transportation
  - Providing mileage reimbursement if the beneficiary has a working vehicle but is unable to afford the gasoline.
5. In all cases, the Broker **must** provide the most appropriate and safe service to meet the beneficiary's health needs.
6. In all cases, Broker shall not provide NET services using ride-sharing services including without limitation the following:
  - Uber
  - Lyft
  - Taxi

C. Denial of Transportation

1. If a Broker denies transportation to a beneficiary, the Broker **must** give the beneficiary written notice. Written notice is to be sent through the U. S. Postal Service.
2. The Broker **must** submit a model denial notice to DHS/DMS for approval prior to the start of the contract.
3. The notice **must** include:
  - An explanation of the services and reason for the denial.
  - The Medicaid NET Helpline phone number (888-987-1200, option 1).
  - The beneficiary's opportunity for a fair hearing under the Arkansas Administrative Procedure Act, Ark. Code Ann. § 25-15-201 through 25-15-218.
  - A copy of each denial notice sent to a beneficiary must also be sent to the DHS/DMS NET Monitoring Contractor within **one (1) week** of the denial. **Notices may be sent to the DHS/DMS NET Monitoring Contractor electronically and in batches at a frequency of one (1) time per week.**
4. A copy of each denial notice sent to a beneficiary **must** also be sent to the DHS/DMS NET Monitoring Contractor within twenty-four (24) hours of denial.
5. If the beneficiary chooses to appeal the denial, the beneficiary **must** submit the appeal request in writing through the U. S. Postal Service to the:

Department of Human Services  
 Appeals and Hearings Section  
 P. O. Box 1437, Slot N401  
 Little Rock, Arkansas 72203-1437

6. The appeal request **must** be received by the Appeals and Hearing Section no later than thirty (30) calendar days from the next business day following the date of the postmark on the envelope containing the written notice of an adverse decision.

D. Complaints

The Broker is responsible for recording and responding to complaints concerning the delivery of services.

1. The Broker **must** respond to the complainant within one (1) working day of the complaint and have a written record of the complaint and resolution.
2. Upon request the complaint and its resolution **must** be provided to DHS/DMS or NET monitoring contractor within two (2) working days of the complaint.
3. The Broker **must** also provide information to the complainant regarding the Medicaid NET Helpline.
4. The Broker **shall** compile and analyze complaints on a monthly basis and prepare a report to ensure the quality of services to beneficiaries.
5. The report **must** be sent to the DHS/DMS NET Monitoring Contractor on a monthly basis and **must** include a description of corrective actions taken to assure service delivery conforms to the requirements of the awarded contract.
6. The Broker **must** maintain the complaint records for five (5) years.

E. Broker Management Skills

Regardless, of the method or combination of methods used to provide NET service, the Broker is responsible for:

- Management
- Supervision and Monitoring
- Payment for all transportation provided with funds received through this IFB and subsequent contracts.

F. Attendant Care

When determining safe and appropriate transportation, Brokers **must** consider providing attendant care.

1. DHS/DMS requires Brokers to provide attendant care when transporting unaccompanied minors.
2. When attendant care is provided, the attendant **must** meet the qualifications as stated in this IFB.
3. The cost of attendants to accompany the beneficiaries is the responsibility of the Broker and is included in the per-member per-month payment.

G. Primary Care Physician Referrals

1. The Broker **must** provide transportation to the beneficiary's PCP who is located outside the Broker's region when the PCP is located in a county adjacent to the county which the beneficiary resides or in the country that adjoins a county that is adjacent to the county in which the beneficiary resides.
2. The Broker/Provider shall provide transportation to and from qualified Medicaid providers that are not located in the closest proximity to the beneficiary or that are not within the beneficiary's county, only if:
  - The transportation is for a visit to the beneficiary's assigned Medicaid primary care physician
  - The beneficiary's assigned Medicaid primary care physician has made a referral to a specific provider for a medically necessary service.
  - The beneficiary's assigned Medicaid primary care physician has made a referral to a medically necessary service and sufficient medical resources are not available in the beneficiary's county.

H. Geographic Considerations

1. The Broker shall provide transportation to and from qualified Medicaid providers that are located in the closest proximity to the beneficiary or that are located within the beneficiary county.
2. The Broker shall provide transportation to and from out-of-state Medicaid providers enrolled in Arkansas Medicaid which are located within fifty (50) miles of the state of Arkansas border.
3. The Broker is not responsible for transporting beneficiaries more than fifty (50) miles beyond state of Arkansas boundaries.

## **2.25 VEHICLE MAINTENANCE AND SAFETY STANDARDS**

### **A. Vehicle Safety Seating Requirements**

1. When required by State law, the Broker **must** make prior arrangements to provide a child safety seat and a wheelchair to a beneficiary being discharged and transported from the hospital when the beneficiary does not have their child safety or wheelchair in their possession at the time of hospital discharge.
2. DHS/DMS may require transportation for Medicaid beneficiaries or parents or guardians of a minor or incapacitated beneficiary, who do not meet criteria as specified by this IFB. These instances will be determined on a case by case basis and will be authorized by the Director of the Division of Medical Services or his or her designee.
3. The Broker is responsible for providing transportation service to all eligible foster children, regardless if the foster parent(s) owns or has access to a vehicle in their respective home.

### **B. Prohibition of Smoking**

Smoking is prohibited in the vehicles. "No Smoking" signs **must** be visible to all passengers.

### **C. Child Passenger Transportation Safety**

The Broker shall ensure compliance with the AR Child Passenger Protection Law pertaining to the transportation of children in age-appropriate child safety seats.

1. Broker shall ensure that safety certified child passenger restraints are provided by the beneficiary in accordance with federal and state laws.
2. Broker **shall** require that any person installing a child restraint has received appropriate training from a certified child passenger safety technician.
3. Broker **shall** advise beneficiary of state and federal laws regarding the use of child safety restraints at the time of scheduling.
4. If the beneficiary notifies the Broker at the time of scheduling that the beneficiary does not have access to a child safety seat, the Broker shall provide the seat for the transportation.
5. If beneficiary claims to have child safety seat but upon arrival for transportation, the beneficiary does not provide safety seat(s), the Broker shall not transport the child until such time that the requisite safety seat is available.
6. The Broker shall advise the beneficiary to reschedule the appointment.

### **D. Vehicle Records**

1. The following records are to be retained by the Broker:
  - Broker's service agreement for each sub-contractor
  - Sub-contractor's registration with the Arkansas **Department of Transportation**

- Vehicle records including, but not limited to the following documentation for each vehicle that is operated:
- Manufacturer, make and model year
- Vehicle Identification Number (VIN)
- Odometer reading at the time the vehicle entered service under this contract
- Type of vehicle – examples include, but are not limited to: (Minibus, Wheelchair Van or NET Van)
- Capacity (Number of passengers)
- License Plate Number
- Insurance Certifications
- DF&A issued registration permit and a vehicle stamp
- Special equipment (Lift, etc.)
- Date, odometer reading and description of inspection activity (e.g., verification that vehicle meets IFB vehicle requirements, inspection of equipment including brakes, tire thread, turn signals, horn, seatbelts, air conditioning/heating, etc.)
- Records **must** be maintained of the initial inspection and all subsequent inspections.

E. Records Regarding Services Provided

1. The Broker **must** maintain such records as are necessary to fully disclose the extent of services provided and make such records available to DHS/DMS Monitoring Contractor upon request. Records **must** be retained for five (5) years.
2. Required records include completed vehicle manifests.

F. Vehicle Manifest Required Information

Vehicle manifests (both digital and paper manifests are acceptable) are to be completed by each vehicle operator daily and **must** contain the following information:

- Transportation provider's and if applicable their sub-contractor's name
- Vehicle Operator (Driver) name
- Vehicle number or License Plate Number
- Date of service
- Beneficiary name
- Beneficiary Medicaid number
- Beneficiary telephone number
- Pick-up point (address)
- Destination (address)
- Scheduled arrival time for pick-up point of origin
- Actual arrival time for pick-up at point of origin
- Scheduled appointment time with provider
- Actual arrival time at destination
- Return Trip: Actual arrival time for pick-up destination
- Return Trip: Actual drop-off time at point of origin
- Name of escort and relationship to beneficiary (if applicable)
- Name of Broker -provided attendant (if applicable)
- Signature of beneficiary and/or escort (only if beneficiary is unable to sign)

G. Vehicle Requirements

1. The Broker **must** assure that transportation providers maintain vehicles and vehicle equipment adequately to meet the requirements of this IFB and contract.
2. Brokers or Sub-contractors failing to meet any of the vehicle requirements are subject to termination from the program.

3. The number of persons in the vehicle, including the driver, **shall** not exceed the vehicle manufacturer's approved seating capacity.

H. Vehicle Maintenance & Safety Equipment

- Vehicles must meet or exceed safety and mechanical operating and maintenance standards for the particular vehicles and models used under this contract.
- Vehicles must comply with applicable federal laws including the lift equipped vehicle requirements of (ADA) American Disabilities Act regulations for wheelchair passengers and shall also meet all future revisions and requirements that (ADA) may adopt.
- Vehicles **must** maintain the following Onboard Safety Equipment:
  - Fire Extinguisher
  - Biohazard Kit
  - First-Aid Kit
  - Reflective Triangles
  - Web Cutter
  - Flashlight
  - Reflective Safety Vest

I. Vehicle, Passenger Carrier Licensed and Certified (Permits)

- Vehicles **must** be licensed, have all permits, certificates and have commercial liability insurance as required by the AR Highway Commission rules for passenger carriers.
- Any vehicle found non-compliant with the IFB requirements or any Arkansas licensing requirements, safety standards, Arkansas **Department of Transportation**, ADA regulations, or any other State or Federal law or regulation, will be removed from service immediately.

J. Vehicle Identification, Provider Information

- Vehicles **must** prominently display the Transportation Provider's name and contact information as well as the contact information for the DHS/DMS Medicaid NET Helpline.

K. Vehicle Temperature Gauges and Accessories

- Vehicles **must** have heat, air conditioning, and lap and shoulder belts.
- All vehicles **shall** have functioning heating and air conditioning system.
- All vehicles **must** have functioning seat belts and restraints as required by federal and state statute or ordinance. All such vehicles **must** have an easily visible interior sign that states: "ALL PASSENGERS **must** USE SEAT BELTS". Seat belts **must** be stored off the floor when not in use.

L. Vehicle Cleanliness

- Vehicles **must** be free of dirt, oil, grease, and litter.
- Vehicles exterior **must** be clean and free from damages, including windshields.
- Vehicles involved in an accident **must** be repaired and documentation **must** be provided to NET Monitoring Contractor before the vehicle can be put back to service in the NET program. The Broker determines if the vehicle passes or not to be put back in service.
- The exterior of all vehicles **shall** be clean and free of broken mirrors or windows, excessive grime, major dents, or paint damage that detract from the overall appearance of the vehicles.

M. Passenger compartments

- Vehicles **must** maintain passenger compartments that are clean and are free from torn upholstery and floor covering, damaged and broken seats, and protruding sharp edges.
- The interior of all vehicles **shall** be clean and free of torn upholstery, floor or ceiling covering, damaged or broken seats; protruding sharp edges; dirt, oil, grease or litter; or hazardous debris or unsecured items.

N. Passenger Boarding

- Vehicles with a floor threshold of greater than twelve (12) inches must include a retractable step or a step stool to aid in passenger boarding.

- The step stool **must** be used to minimize ground-to-first step.
- Step stool **must** have four (4) legs with anti-skid tips.
- Under no circumstances **must** a milk crate or similar substitute be permitted on any vehicle.

O. Vehicle Safety Precautions (Buzzers)

All vehicles designed to transport more than seven (7) passengers and one (1) driver shall have a child safety alarm device.

P. Vehicle Safety Flooring

- Vehicle floor **must** be covered with commercial anti-skid, ribbed rubber flooring, or carpeting.
- Ribbing **shall** not interfere with wheelchair movement between the lift and wheelchair positions.
- Vehicles and attached components **must** be in compliance with or exceed standards as set by the manufacturer, state and federal regulating authorities.

Q. Vehicle Camera

The following is the minimum requirements for the video systems (audio is not necessary) that **must** be in each transportation vehicle used on the NET contract.

- HD 720 p
- Minimum 45-day playback/viewing (all data must be retrievable for auditing purposes)
- GPS on camera
- Interior view (The camera must be positioned so all passenger activity is recorded.)

The required video systems **must** be in good working order each day the transportation vehicle used on the NET contract. If the video systems are not fully operable, then the vehicle may not be used to transport beneficiaries until the video system is in good working order.

## 2.26 VEHICLE INSPECTIONS

Vehicle inspections include but are not limited to: a daily walk around by the driver, monthly inspections by the Broker, and a yearly inspection performed by a certified mechanic at the Broker's cost.

The NET Monitoring Contractor shall also inspect each vehicle annually with random inspections throughout the year.

- The Broker **must** perform monthly inspections, to verify that vehicles meet the requirements as specified by the IFB.
- The Broker's vehicles **must** be available to DHS/DMS or its agent for inspection at any time.
- Daily walk around vehicles inspection sheets **must** be maintained and made available to DHS/DMS or the NET Monitoring Contractor upon request.
- The daily inspection sheets are a driver's report, commonly referred to as a Driver's Vehicle Inspection Report, prepared at the beginning (pre-trip) and completion of each days' work on each vehicle operated.
- The report **must** include a minimum checklist including, but not limited to:
  - Interior and Exterior of vehicle
  - Tires
  - Windshield
  - Diagram of vehicle
  - Parts and accessories to be covered by the driver in his inspection

- F. The model checklist **must** be submitted to DHS/DMS Monitoring Contractor for approval prior to the start of the contract.
- G. The report **must** identify the vehicle and list any defect or deficiency discovered by or reported to the driver which would affect the safety of operation of the vehicle or result in its mechanical breakdown.
- H. Required correction of defect or deficiency denoted in the written report "which would likely affect the safe operation of the vehicle" **must** be repaired prior to the operation of the vehicle.
- I. Records of all inspections **must** be maintained and available at the central business office for inspection by DHS/DMS.
- J. Broker/Sub-contractor inspection of sub-contractor's vehicles  
Prior to the execution of a service agreement between the Broker and a sub-contractor, the Broker **must** conduct an initial inspection of all the sub-contractor's vehicles and certify that the vehicles are in compliance with the specifications of this IFB.
- K. Scheduled Inspections – Broker/Sub-Contractor Vehicles  
Subsequent inspections to identify the need for repairs and to record preventative maintenance **must** be completed no later than thirty (30) days after the most recent inspection.
- L. Annual Vehicle Inspections  
The Broker **must** also develop and implement an annual inspections process to verify that the vehicles meet the requirements as specified in the IFB. Annual inspections are recommended at the time of vehicle registration renewal.

## **2.27 QUALIFICATIONS, DRIVER AND ATTENDANT**

Though a Broker may establish additional qualifications, the Broker **must** ensure that the following minimum qualifications are met by all individuals responsible for driving and attending Medicaid beneficiaries under the terms of this IFB.

### **DRIVER**

- Drivers **must** possess a valid driver's license for the state in which they reside for the class of vehicle to which they are assigned.
- Drivers **must** be a minimum of twenty-one (21) years of age or older if required by the insurance carrier.
- Drivers **must** exert professional driving skills at all times.
- Drivers **must** be courteous, patient and helpful to all passengers.
- Drivers **must** be neat and clean in appearance.
- Drivers **must** meet current State and Federal Motor Carrier Safety Regulations and Guidelines.

### **ATTENDANT**

- Attendants **must** be competent, courteous, patient and helpful to all passengers.
- Attendants **must** be neat and clean in appearance.

#### **A. Driving Compliance Documents**

The following driver records, including but not limited to the following documentation, **must be maintained by the Broker** for each driver:

- Driver's name, date of birth, and social security number.
- Copy of a valid driver's license.
- Driving record for previous three (3) years obtained from Arkansas State Police or Information Network of Arkansas (INA), updated annually.
- Certificates and documentation of current First Aid and CPR training, updated every two (2) years.



- Child **and** Adult Maltreatment Check, updated every three (3) years.
- Criminal Background Check, updated every five (5) years.
- Child passenger safety training.
- Lift operation and wheelchair securement training.
- Defensive driving training.
- Documentation of all complaints received regarding the driver.
- Documentation of all accidents or moving violations involving the driver.

**B. Broker Requirement**

- Brokers **shall** ensure all drivers are in an appropriate United States Department of Transportation (USDOT) drug and alcohol testing program, or a non-USDOT drug and alcohol testing program which mirrors the USDOT requirements.
- Drug and Alcohol testing **shall** be required by the Broker on each driver prior to hire, at random **per USDOT requirements**.

**C. Driver and Attendant Qualifications, (Criminal Related Offenses)**

1. A person who has been convicted of a misdemeanor **or felony** for a drug or substance abuse related offense during the last five (5) years **shall** not drive or attend passengers.
2. A person who has been convicted of **any** sexual offense or crime of violence **shall** not drive or attend passengers.
3. A person who has been convicted of any felony during the last five (5) years **shall** not drive or attend passengers.
4. A person who has been convicted, **which includes a plea of guilty or nolo contendere**, of a crime listed in Ark. Code Ann. § ~~21-15-101~~ 21-15-102(f) ~~et seq.~~ **shall** not drive or attend passengers **unless the conviction has been reversed, vacated, or expunged or a waiver under 21-15-104 has been granted. A waiver may be granted to an individual five (5) or more years after conviction.**
5. ~~Drivers/attendants that have been convicted of felony not listed on the ACA 21-15-101 have a five (5)-year statute. If the felony or misdemeanor they are, the individual is convicted of is listed under on the ACA 21-15-10121-15-102(g)(2) list, regardless of whether the conviction has been expunged and regardless of how long ago the crime was committed, they the individual cannot drive, unless the conviction has been vacated or reversed., regardless of how long ago the crime was committed, and no waiver shall be granted.~~
6. A person who has been named as an offender or perpetrator in a true, substantiated, or founded report from the Child Maltreatment Central Registry or the Adult and Long-Term Care Facility Resident Maltreatment Central Registry **shall** not drive or attend passengers.

**2.28 DRUG INFLUENCES, DRIVER**

- A. Broker and Sub-contractors **must** not use drivers who **have a verifiable, documented history of alcohol abuse or of consuming** narcotics or other drugs that could impair their ability to perform their duties.
- B. **If the Broker suspects a driver to be driving under the influence of alcohol, narcotics or other drugs, a supervisor trained per USDOT Drug and Alcohol Regulations must immediately make a documented reasonable suspicion determination, and if necessary, a reasonable suspicion drug or alcohol test must be conducted.**

**2.29 LICENSES, REVOKED OR SUSPENDED**

Individuals who currently have or have had a suspended or revoked driver's license, commercial or other, within the last five (5) years, are prohibited from driving for any purpose under this contract.

**2.30 FIRST AID CERTIFICATIONS**

- A. Drivers **must** have current First Aid and CPR Training Certificates.
- B. Drivers **must** have documentation of child passenger safety, defensive driving, and lift operation and wheelchair securement training.

**2.31 FIRST AID AND CPR TRAINING**

The curriculum **shall** conform to the American Heart Association or American Red Cross guidelines.

- The curriculum shall require hands-on skilled based instruction, as well as written and practical testing, training.
- Certification and Recertification that is provided solely “on-line” will not be accepted.
- The instructor shall be qualified and authorized to teach the curriculum and shall be certified by a national recognized organization.

**2.32 VIOLATIONS, DRIVING**

- A. Current and potential drivers who receive any combination of two (2) moving violations or accidents where the driver was at fault, during the last twelve (12) months **must** be removed from service.
- B. Removal of service includes violations that occurred when the driver is operating NET vehicles and as well as their personal vehicle.

**2.33 PERFORMANCE MONITORING**

- A. DHS/DMS and the DHS/DMS NET Monitoring Contractor shall monitor the Broker's performance under this contract through:
  - Telephone contact
  - Customer Service satisfaction surveys
  - Evaluation and verification of encounter information
  - On-site inspections
- B. DHS/DMS reserves the right to review the Broker's records to validate service delivery reports and other information.
- C. DHS/DMS or the DHS/DMS NET Monitoring Contractor may ride on trips to monitor service.
- D. The sub-contractor's vehicles **must** be made available to DHS/DMS or the DHS/DMS NET Monitoring Contractor for inspection at any time.
- E. The DHS/DMS NET Monitoring Contractor shall review reports of complaints from beneficiaries regarding service and response time for scheduling transportation.
- F. The DHS/DMS NET Monitoring Contractor maintains a toll-free helpline to receive service complaints from beneficiaries and health care providers.
- G. The Broker's Project Director or designee **must** be available to respond to DHS/DMS concerning these complaints immediately.
- H. Broker Basic Performance Report
  - 1. The DHS/DMS NET Monitoring Contractor shall collect and publish information on the Broker's performance in the form of quarterly performance reports. This data may include, but is not limited to:
    - Average monthly number of beneficiaries in the region
    - Number of unduplicated beneficiaries receiving transportation

- Number of trips provided
- Number of requests for transportation denied, by reason
- Denial rate (trips provided and/trips denied)
- Number of complaints, by type
- Complaint rate (complaints divided by trips provided)
- Percentage of pick-ups and deliveries completed on time
- Percentage of trips reported in which required trip data was accurately provided
- Beneficiary satisfaction surveys

2. The above information may be used to assess damages or for termination of the contract.

I. Complaint Reports

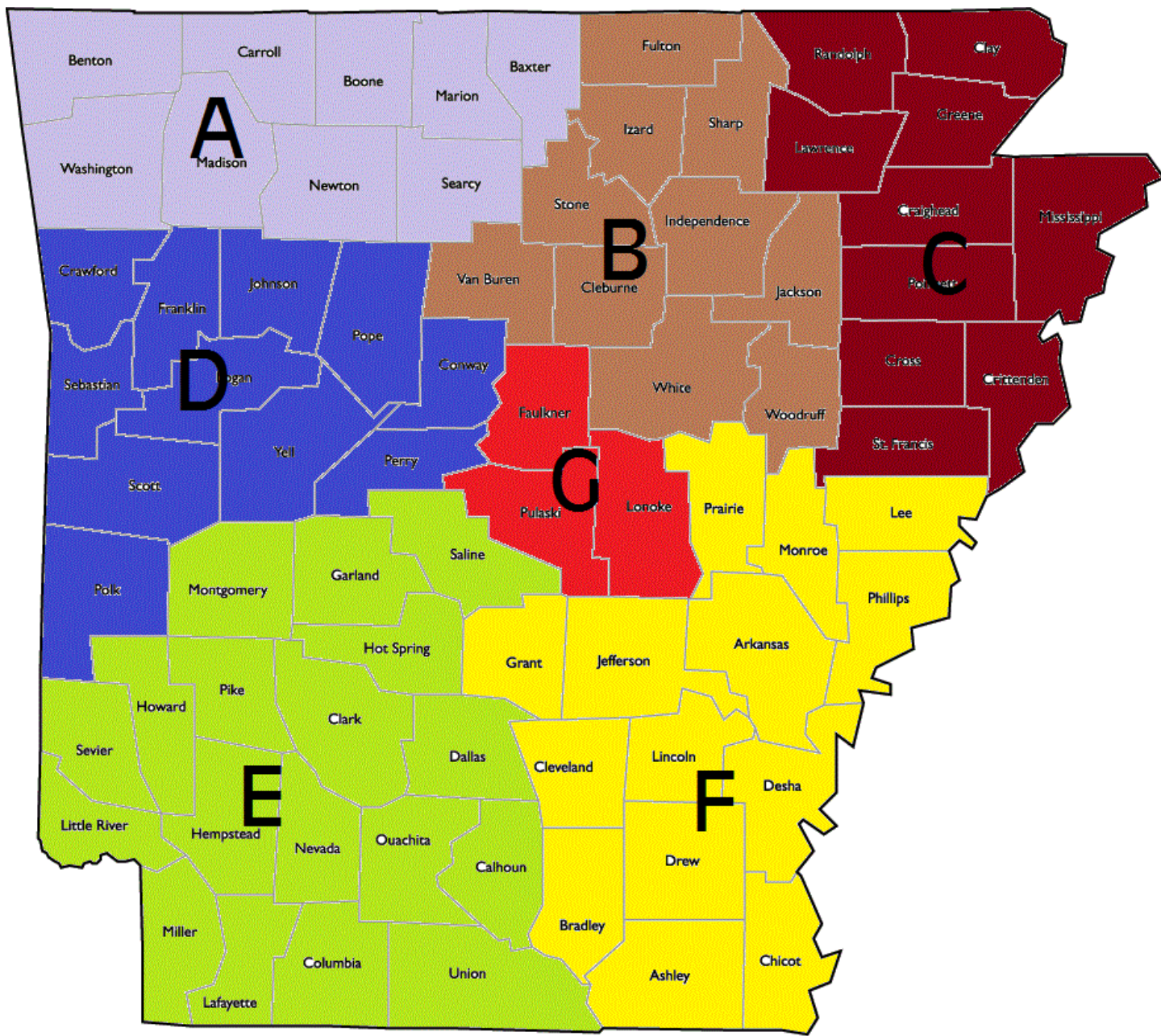
1. The Broker **must** compile and analyze complaints on a monthly basis.
2. A written report including the number of complaints by type and a description of corrective actions taken **must** be sent to the DHS/DMS NET Monitoring Contractor by the fifteenth (15<sup>th</sup>) day of the month following the end of the reporting month and upon request.

**2.34 PERFORMANCE STANDARDS**

- A. State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided. *Attachment C: Performance Based Contracting* identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards a vendor **must** meet in order to avoid assessment of damages.
- B. The State may be open to negotiations of Performance Standards prior to contract award, prior to the commencement of services, or at times throughout the contract duration.
- C. The State **shall** have the right to modify, add, or delete Performance Standards throughout the term of the contract, should the State determine it is in its best interest to do so. Any changes or additions to performance standards will be made in good faith following acceptable industry standards, and may include the input of the vendor so as to establish standards that are reasonably achievable.
- D. All changes made to the Performance Standards **shall** become an official part of the contract.
- E. Performance Standards **shall** continue throughout the term of the contract.
- F. Failure to meet the minimum Performance Standards as specified **may** result in the assessment of damages or termination of the contract.
- G. In the event a Performance Standard is not met, the vendor will have the opportunity to defend, respond to, or cure to as determined by the State, the insufficiency. The State **may** waive damages if it determines there were extenuating factors beyond the control of the vendor that hindered the performance of services or it is in the best interest of the State. In these instances, the State **shall** have final determination of the performance acceptability.

Should any compensation be owed to the agency due to the assessment of damages, vendor **shall** follow the direction of the agency regarding the required compensation process.

## Map of Regions





### **SECTION 3 – GENERAL CONTRACTUAL REQUIREMENTS**

- **Do not provide responses to items in this section.**

#### **3.1 PAYMENT AND INVOICE PROVISIONS**

- A. Payment shall be made as specified in Section 2.21 of this IFB.
- B. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance goods and services by the agency.
- C. The State **shall not** be invoiced in advance of delivery and acceptance of any goods or services.
- D. Payment will be made only after the vendor has successfully satisfied the agency as to the reliability and effectiveness of the goods or services purchased as a whole.
- ~~E. The vendor should invoice the agency by an itemized list of charges. The agency's Purchase Order Number and/or the Contract Number should be referenced on each invoice.~~
- E. Other sections of this *Bid Solicitation* may contain additional Requirements for invoicing.
- F. Selected vendor **must** be registered to receive payment and future *Bid Solicitation* notifications. Vendors may register on-line at <https://www.ark.org/vendor/index.html>.

#### **3.2 GENERAL INFORMATION**

- A. The State **shall not** lease any equipment or software for a period of time which continues past the end of a fiscal year unless the contract allows for cancellation by the State Procurement Official upon a 30 day written notice to the vendor/lessor in the event funds are not appropriated.
- B. The State **shall not** contract with another party to indemnify and defend that party for any liability and damages.
- C. The State **shall not** pay damages, legal expenses or other costs and expenses of any other party.
- D. The State **shall not** continue a contract once any equipment has been repossessed.
- E. Any litigation involving the State **must** take place in Pulaski County, Arkansas.
- F. The State **shall not** agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
- G. The State **shall not** enter a contract which grants to another party any remedies other than the following:
  - The right to possession.
  - The right to accrued payments.
  - The right to expenses of deinstallation.
  - The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
  - The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.
- H. The laws of the State of Arkansas **shall** govern this contract.
- I. A contract **shall not** be effective prior to award being made by a State Procurement Official.

- J. In a contract with another party, the State will accept the risk of loss of the equipment or software and pay for any destruction, loss or damage of the equipment or software while the State has such risk, when:
  - The extent of liability for such risk is based upon the purchase price of the equipment or software at the time of any loss, and
  - The contract has required the State to carry insurance for such risk.

### 3.3 **CONDITIONS OF CONTRACT**

- A. The vendor **shall** at all times observe and comply with federal and State of Arkansas laws, local laws, ordinances, orders, and regulations existing at the time of, or enacted subsequent to the execution of a resulting contract which in any manner affect the completion of the work.
- B. The vendor shall indemnify and save harmless the agency and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the vendor.
- C. The Contractor agrees to the Performance Based Contracting standards as presented in Attachment C, DHS Standard Terms and Conditions as presented in Attachment D, a pro forma contract as presented in Attachment E, the Business Associate Agreement as presented in Attachment F, and the Organizational or Personal Conflict of Interest policy as presented in Attachment G.

### **ALL VENDOR STAFF MAY BE MANDATED REPORTERS UNDER STATE AND FEDERAL MANDATES**

### 3.4 **STATEMENT OF LIABILITY**

- A. The State will demonstrate reasonable care but will not be liable in the event of loss, destruction or theft of vendor-owned equipment or software and technical and business or operations literature to be delivered or to be used in the installation of deliverables and services. The vendor **shall** retain total liability for equipment, software and technical and business or operations literature. The State **shall** not at any time be responsible for or accept liability for any vendor-owned items.
- B. The vendor's liability for damages to the State **shall** be limited to the value of the Contract or \$5,000,000, whichever is higher. The foregoing limitation of liability **shall not** apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the vendor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract. The vendor and the State **shall not** be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability **shall not** apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the vendor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract.
- C. Language in these terms and conditions **shall not** be construed or deemed as the State's waiver of its right of sovereign immunity. The vendor agrees that any claims against the State, whether sounding in tort or in contract, **shall** be brought before the Arkansas State Claims Commission as provided by Arkansas law, and **shall** be governed accordingly.

### 3.5 **PERFORMANCE BONDING**

The Contractor shall be required to obtain performance ~~and payment~~ bond(s) to protect the State's interest.

1. The Vendor shall obtain a performance bond as follows:
  - a. The amount of the performance bonds shall be one hundred percent (100%) of the original contract price, unless the State determines that a lesser amount would be adequate for the protection of the State; and

- b. The State may require additional performance bond protection when a contract price is increased or modified.

- 2. The Contractor shall submit documentation to the satisfaction of the State that a performance bond has been obtained. The contractor shall notify the State of any changes, modification, or renewals for the performance bond during the term of the contract.

### 3.6 **RECORD RETENTION**

- A. The vendor **shall** maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and as specified by the State of Arkansas Law. Upon request, access **shall** be granted to State or Federal Government entities or any of their duly authorized representatives.
- B. Financial and accounting records **shall** be made available, upon request, to the State of Arkansas's designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.
- C. Other sections of this *Bid Solicitation* may contain additional Requirements regarding record retention.

### 3.7 **CONFIDENTIALITY**

- A. The vendor, vendor's subsidiaries, and vendor's employees **shall** be bound to all laws and to all Requirements set forth in this *Bid Solicitation* concerning the confidentiality and secure handling of information of which they may become aware of during the course of providing services under a resulting contract.
- B. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of a resulting contract, and the State **shall** have the right to cancel the contract on these grounds.
- C. Previous sections of this *Bid Solicitation* may contain additional confidentiality Requirements.

### 3.8 **CONTRACT INTERPRETATION**

Should the State and vendor interpret specifications differently, either party may request clarification. However, if an agreement cannot be reached, the determination of the State **shall** be final and controlling.

### 3.9 **CANCELLATION**

- A. For Cause. The State may cancel any contract resulting from this solicitation for cause at the discretion of DHS. The State shall give the vendor written notice of cancellation, specifying the terms and the effective date of contract termination.
- B. For Convenience. The State may cancel any contract resulting from the solicitation by giving the Contractor written notice of such cancellation no less than thirty (30) days prior to the date of cancellation.
- C. If upon cancellation the Contractor has provided commodities or services which the State of Arkansas has accepted, and there are no funds legally available to pay for the commodities or services, the Contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims.

### 3.10 **SEVERABILITY**

If any provision of the contract, including items incorporated by reference, is declared or found to be illegal, unenforceable, or void, then both the agency and the vendor **shall** be relieved of all obligations arising under such provision. If the remainder of the contract is capable of performance, it **shall not** be affected by such declaration or finding and **shall** be fully performed.

### 3.11 **TRANSITION AT END OF CONTRACT**

- A. At the end of this Contract, the Contractor **shall** work cooperatively with DHS and if applicable, any new contractor, to ensure an efficient and timely transition of Contract responsibilities with minimal disruption of service to Beneficiaries and Providers.
- B. At least six (6) months prior to the scheduled expiration of the Contract Term, including any option period, the Contractor **shall** develop and provide to the Contract Monitor a detailed Full Operations Resources report describing which resources (systems, software, equipment, materials, staffing, etc.) **shall** be required by DHS or another contractor to take over the requirements specified in the RFP/Contract.
- C. An Exit Transition Period **shall** begin at least 60 days, but no more than 90 days, prior to the last day the Contractor is responsible for the requirements of the Contract resulting from this RFP.
- D. During the Exit Transition Period, the Contractor **shall** work cooperatively with DHS and the new contractor and **shall** provide program information and details specified by DHS.
- E. Both the program information and the working relationship between the Contractor and the new contractor **shall** be defined by DHS.
- F. Within the Exit Transition Period, the Contractor **shall** prepare and submit an Exit Transition Plan and Schedule of Activities to facilitate the transfer of responsibilities, information, computer systems, software and documentation, materials, etc., to a new contractor and/or DHS.
- G. The Exit Transition Plan **shall** be submitted by the Contractor within ninety (90) days prior to the contract end-date. The Exit Transition Plan **shall** include, at a minimum:
  - 1. The Contractor's proposed approach to the transition;
  - 2. The Contractor's tasks, subtasks, and schedule for all transition activities;
  - 3. An organizational chart and staffing matrix of the Contractor's staff (titles, phone, fax) responsible for transition activities;
  - 4. A detailed explanation of how the Contractor will begin work with a new Contractor and/or DHS within ten (10) days of receipt of notice from DHS that another contractor has been selected.
- H. The Contract Monitor **must** approve the Exit Transition Plan before it can be implemented.
- I. The Contract Monitor and the new Contractor will define the information required during this transition period and time frames for submission.
- J. The Contract Monitor **shall** have the final authority for determining the information required.
- K. The Contractor **shall** work closely and cooperatively with DHS and the new Contractor to:
  - 1. Transfer appropriate software, hardware, records, telephone numbers and lines, equipment, Post Office Box, and other requirements deemed necessary by DHS;
  - 2. Ensure uninterrupted and efficient services to Beneficiaries, Providers, and DHS during the transition period.
- L. Thirty (30) days following turnover of operations, the Contractor **must** provide DHS with a Transition Results Report documenting the completion and results of each step of the Exit Transition Plan.
- M. The transition **shall** not be considered complete until this document is approved by DHS.
- N. DHS **shall** have the right to withhold up to 20% of the last month's Premium Payment until the Turnover activities are complete and the Turnover Plan is approved by DHS.





**SECTION 4 – STANDARD TERMS AND CONDITIONS**

- **Do not provide responses to items in this section.**

1. **GENERAL:** Any special terms and conditions included in this solicitation **shall** override these Standard Terms and Conditions. The Standard Terms and Conditions and any special terms and conditions **shall** become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.
2. **ACCEPTANCE AND REJECTION:** The State **shall** have the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the State.
3. **BID SUBMISSION:** Original Bid Packets **must** be submitted to the Office of State Procurement on or before the date and time specified for bid opening. The Bid Packet **must** contain all documents, information, and attachments as specifically and expressly required in the *Bid Solicitation*. The bid **must** be typed or printed in ink. The signature **must** be in ink. Unsigned bids **shall** be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Multiple bids **must** be placed in separate packages and should be completely and properly identified. Late bids **shall not** be considered under any circumstances.
4. **PRICES:** Bid unit price F.O.B. destination. In case of errors in extension, unit prices **shall** govern. Prices **shall** be firm and **shall not** be subject to escalation unless otherwise specified in the *Bid Solicitation*. Unless otherwise specified, the bid **must** be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the *Bid Solicitation*.
5. **QUANTITIES:** Quantities stated in a *Bid Solicitation* for term contracts are estimates only, and are not guaranteed. Contractor **must** bid unit price on the estimated quantity and unit of measure specified. The State may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual Requirements of the ordering agency.
6. **BRAND NAME REFERENCES:** Unless otherwise specified in the *Bid Solicitation*, any catalog brand name or manufacturer reference used in the *Bid Solicitation* is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid **must** show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The State **shall** have the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the State may require the Contractor to supply additional descriptive material. The Contractor **shall** guarantee that the product offered will meet or exceed specifications identified in this *Bid Solicitation*. Contractors not bidding an alternate to the referenced brand name or manufacturer **shall** be required to furnish the product according to brand names, numbers, etc., as specified in the solicitation.
7. **GUARANTY:** All items bid **shall** be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the *Bid Solicitation*. The Contractor hereby guarantees that everything furnished hereunder **shall** be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it **shall** conform thereto and **shall** serve the function for which it was furnished. The Contractor **shall** further guarantee that if the items furnished hereunder are to be installed by the Contractor, such items **shall** function properly when installed. The Contractor **shall** guarantee that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The Contractor's obligations under this paragraph **shall** survive for a period of one year from the date of delivery, unless otherwise specified herein.
8. **SAMPLES:** Samples or demonstrators, when requested, **must** be furnished free of expense to the State. Each sample should be marked with the Contractor's name and address, bid or contract number and item number. If requested, samples that are not destroyed during reasonable examination will be returned at Contractor's expense. After reasonable examination, all demonstrators will be returned at Contractor's expense.
9. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and Requirements of the specifications, the cost of the sample used and the reasonable cost of the testing **shall** be borne by the Contractor.
10. **AMENDMENTS:** Contractor's bids cannot be altered or amended after the bid opening except as permitted by regulation.
11. **TAXES AND TRADE DISCOUNTS:** Do not include State or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
12. **AWARD:** Term Contract: A contract award will be issued to the successful Contractor. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency. Firm Contract: A written State purchase order authorizing shipment will be furnished to the successful Contractor.
13. **DELIVERY ON FIRM CONTRACTS:** This solicitation shows the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the Contractor cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of State Procurement **shall** have the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost **shall** be borne by the Contractor.

14. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery **shall** be made during agency work hours only 8:00 a.m. to 4:30 p.m. Central Time, unless prior approval for other delivery has been obtained from the agency. Packing memoranda **shall** be enclosed with each shipment.
15. **STORAGE:** The ordering agency is responsible for storage if the Contractor delivers within the time required and the agency cannot accept delivery.
16. **DEFAULT:** All commodities furnished **shall** be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications **shall** authorize the Office of State Procurement to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting Contractor. The Contractor **must** give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the Contractors list or suspension of eligibility for award.
17. **VARIATION IN QUANTITY:** The State assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.
18. **INVOICING:** The Contractor **shall** be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the *Bid Solicitation*, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary State agencies. Invoices **must** be sent to the "Invoice To" point shown on the purchase order.
19. **STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the Contractor hereunder or in contemplation hereof or developed by the Contractor for use hereunder **shall** remain property of the State, **shall** be kept confidential, **shall** be used only as expressly authorized, and **shall** be returned at the Contractor's expense to the F.O.B. point provided by the agency or by OSP. Contractor **shall** properly identify items being returned.
20. **PATENTS OR COPYRIGHTS:** The Contractor **must** agree to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
21. **ASSIGNMENT:** Any contract entered into pursuant to this solicitation **shall not** be assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
22. **CLAIMS:** Any claims the Contractor may assert under this Agreement **shall** be brought before the Arkansas State Claims Commission ("Commission"), which **shall** have exclusive jurisdiction over any and all claims that the Contractor may have arising from or in connection with this Agreement. Unless the Contractor's obligations to perform are terminated by the State, the Contractor **shall** continue to provide the Services under this Agreement even in the event that the Contractor has a claim pending before the Commission.
23. **CANCELLATION:** In the event, the State no longer needs the commodities or services specified for any reason, (e.g., program changes; changes in laws, rules or regulations; relocation of offices; lack of appropriated funding, etc.), the State **shall** have the right to cancel the contract or purchase order by giving the Contractor written notice of such cancellation thirty (30) days prior to the date of cancellation.

Any delivered but unpaid for goods will be returned in normal condition to the Contractor by the State. If the State is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the Contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims. If upon cancellation the Contractor has provided services which the State has accepted, the Contractor may file a claim. **NOTHING IN THIS CONTRACT SHALL BE DEEMED A WAIVER OF THE STATE'S RIGHT TO SOVEREIGN IMMUNITY.**
24. **DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the Contractor agrees that: (a) the Contractor **shall not** discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the Contractor **shall** state that all qualified applicants **shall** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the Contractor will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the Contractor to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause **shall** be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the Contractor **shall** include the provisions of above items (a) through (d) in every subcontract so that such provisions **shall** be binding upon such subcontractor or Contractor.
25. **CONTINGENT FEE:** The Contractor guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business.
26. **ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this solicitation, the Contractor named on the *Bid Signature Page* for this solicitation, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of this

assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.

- 27. DISCLOSURE:** Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, **shall** be a material breach of the terms of this contract. Any Contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy **shall** be subject to all legal remedies available to the agency.