



STATE OF ARKANSAS
OFFICE OF STATE PROCUREMENT
1509 West 7th Street, Room 300
Little Rock, Arkansas 72201-4222

REQUEST FOR PROPOSAL
BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Bid Number:	SP-16-0228	Solicitation Issued:	09/21/2016
Description:	Non-Emergency Medical Transportation Services (NET)		
Agency:	Department of Human Services/Division of Medical Services		

SUBMISSION DEADLINE FOR RESPONSE			
Bid Opening Date:	10/20/16	Bid Opening Time:	2:00 p.m., Central Time
<p>Proposals shall not be accepted after the designated bid opening 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 opening date and time. Proposals received after the designated bid opening date and time shall be considered late and shall be returned to the vendor without further review. It is not necessary to return "no bids" to OSP.</p>			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address:	<p>Office of State Procurement 1509 West 7th Street, Room 300 Little Rock, AR 72201-4222</p> <p>Delivery providers, USPS, UPS, and FedEx deliver mail to OSP's street address on a schedule determined by each individual provider. These providers will deliver to OSP based solely on the street address.</p>
Proposal's Outer Packaging:	<p>Outer packaging must 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">• Bid number• Date and time of bid opening• Vendor's name and return address

OFFICE OF STATE PROCUREMENT CONTACT INFORMATION			
OSP Buyer:	Judy Shirley	Buyer's Direct Phone Number:	501-324-9314
Email Address:	Judy.shirley@dfa.arkansas.gov	OSP's Main Number:	501-324-9316
OSP Website:	http://www.dfa.arkansas.gov/offices/procurement/Pages/default.aspx		

SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION

- **Do not provide responses to items in this section unless specifically and expressly required.**

1.1 PURPOSE

This Request for Proposal (RFP) is issued by the Office of State Procurement (OSP) for the Department of Human Services (DHS)/Division of Medical Services (DMS) to obtain pricing and a contract for Non-Emergency Medical Transportation Services (NET).

The intent of this RFP is to seek proposals that will provide the most cost effective, quality provision of non-emergency medical transportation services to eligible Medicaid beneficiaries through a single transportation Broker for each of the pre-established regions included in this RFP. (See "Attachment E" for regional map).

1.2 TYPE OF CONTRACT

- A. A Term contract will be awarded to a single vendor per region. (See "Attachment E" for regional map)
- B. The anticipated term of the contract **shall** be one (1) year from July 1, 2017 through June 30, 2018.
- C. In no event **shall** the total contract(s) term be more than seven (7) years from the effective date. DHS/DMS may also perform a performance evaluation at any time during the contract period.
- D. An unsatisfactory performance evaluation and lack of an acceptable corrective action plan may result in termination of this contract.
- E. The total contract term **shall not** be more than seven (7) years.

1.3 ISSUING AGENCY

OSP, as the issuing office, is the sole point of contact throughout this solicitation.

1.4 BID OPENING LOCATION

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

Office of State Procurement
1509 West Seventh Street, Room 300
Little Rock, AR 72201-4222

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 proposal or in subsequent correspondence, **shall** cause the vendor's proposal 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 will attempt to further clarify any point of an item in question as indicated in *Clarification of Bid Solicitation*.
- B. The words "bidder" and "vendor" are used synonymously in this document.
- C. The terms "Request for Proposal", "RFP" and "Bid Solicitation" are used synonymously in this document.

D. Definition's:

Population 1: (Pop 1)	Traditional Medicaid NET eligible group.
Population 2: (Pop 2)	Newly Eligible Adults who participate in a commercial insurance plan, 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.
Population 3: (Pop 3)	Newly Eligible Adults who have been deemed medically frail.
Broker	An individual or business entity submitting a proposal in response to this RFP. 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 used synonymously throughout this RFP as reference to the service provider.
DHS/DMS	Department of Human Services/Division of Medical Services (DMS) NET Monitoring Contractor.
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).
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 and this RFP 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 as specified in this RFP, from which beneficiaries will be transported. Plus, all areas to which such beneficiaries will 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 member population 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 shall immediately report or cause a report to be completed.
PMPM	Per Member Per Month

1.7 **RESPONSE DOCUMENTS**

A. Original Technical Proposal Packet

1. The original *Technical Proposal Packet* **must** be submitted on or before the bid opening date and time.
2. The Proposal Packet should be clearly marked “Original” and **must** include the following:
 - a. Original signed *Proposal Signature Page*. (See *Proposal Signature Page*.)
 - b. Original signed *Agreement and Compliance Pages*. (See *Agreement and Compliance Pages*.)
 - c. Original signed *Proposed Subcontractors Form*. (See *Subcontractors*.)
 - d. *Technical Proposal* response to the *Information for Evaluation* section included in the *Technical Proposal Packet*.
 - e. Other documents and/or information as may be expressly required in this *Bid Solicitation*.
3. The following items should be submitted in the original *Technical Proposal Packet*.
 - a. EO 98-04 Disclosure Form. (See *Standard Terms and Conditions, #27. Disclosure*.)
 - b. Copy of Vendor’s *Equal Opportunity Policy*. (See *Equal Opportunity Policy*.)
 - c. *Voluntary Product Accessibility Template* (VPAT). (See *Technology Access*.)
4. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

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

1. Vendor’s original *Official Bid Price Sheet* **must** be submitted in hard copy format.
2. Vendor should also submit one (1) electronic copy of the *Official Bid Price Sheet*, preferably on a flash drive. A CD will also be acceptable.
3. The *Official Bid Price Sheet*, including the hard copy and electronic copy, **must** be separately sealed from the *Technical Proposal Packet* and should be clearly marked as “Pricing”. Vendor **must not** include any pricing in the hard copies or electronic copies of their *Technical Proposal Packet*.

C. Additional Copies and Redacted Copy of the *Technical Proposal Packet*

In addition to the original *Technical Proposal Packet* and the *Official Bid Price Sheet*, the following items should be submitted:

1. Additional Copies of the *Technical Proposal Packet*
 - a. **Three (3)** complete hard copies (marked "COPY") of the *Technical Proposal Packet*.
 - b. **Three (3)** electronic copies of the *Technical Proposal Packet*, preferably on flash drives. CDs will also be acceptable.
 - c. All additional hard copies and electronic copies **must** be identical to the original hard copy. In case of a discrepancy, the original hard copy **shall** govern.
 - d. If OSP requests additional copies of the proposal, the copies **must** be delivered within twenty-four (24) hours of request.
2. One (1) redacted (marked "REDACTED") copy the original *Technical Proposal Packet*, preferably on a flash drive. A CD will also be acceptable. (See *Proprietary Information*.)

1.8 ORGANIZATION OF RESPONSE DOCUMENTS

- A. It is strongly recommended that vendors adhere to the following format and suggestions when preparing their Technical Proposal response.
- B. The original *Technical Proposal Packet* and all copies should be arranged in the following order.
 - *Proposal Signature Page.*
 - *All Agreement and Compliance Pages.*
 - *Proposed Subcontractors Form.*
 - Signed Addenda, if applicable.
 - E.O. 98-04 – *Contract Grant and Disclosure Form.*
 - *Equal Opportunity Policy.*
 - *Voluntary Product Accessibility Template (VPAT).*
 - Other documents and/or information as may be expressly required in this *Bid Solicitation*. Label documents and/or information so as to reference the *Bid Solicitation's* item number.
 - Technical Proposal response to the *Information for Evaluation* section of the *Technical Proposal Packet indexed and tabbed with the below sections clearly marked.*
 - Table of contents
 - Organization Overview (Chart)
 - Executive Summary
 - Qualification and Experience
 - Performance capabilities
 - Quality assurance plan
 - Financial Disclosure
 - The respondents should make the proposal easy for the evaluators to read and reference.

1.9 CLARIFICATION OF BID SOLICITATION

- A. Vendors may submit written questions requesting clarification of information contained in this *Bid Solicitation*. Written questions **must** be submitted **by 4:00 p.m., Central Time on September 30, 2016**. Submit written questions by email to the OSP buyer as shown on page one (1) of this *Bid Solicitation*.

1. For each question submitted, vendor should reference the specific solicitation item number to which the question refers.
2. Vendors written questions will be consolidated and responded to by the State. The State's consolidated written response is anticipated to be posted to the OSP website prior to or by the close of business on **October 12, 2016.**

- B. Vendors may contact the OSP buyer with procurement-related questions at any time prior to the bid opening.
- C. Answers to verbal questions may be given as a matter of courtesy and **must** be evaluated at vendor's risk.

1.10 PROPOSAL SIGNATURE PAGE

- A. An official authorized to bind the vendor(s) to a resultant contract **must** sign the *Proposal Signature Page* included in the *Technical Proposal Packet*.
- B. Vendor's signature on this page **shall** signify vendor's agreement that either of the following **shall** cause the vendor's proposal to be disqualified:
1. Additional terms or conditions submitted intentionally or inadvertently.
 2. Any exception that conflicts with a Requirement of this *Bid Solicitation*.

1.11 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 *Technical Proposal Packet*.
- B. Vendor's signature on these pages **shall** signify agreement to and compliance with all Requirements within the designated section.

1.12 SUBCONTRACTORS

- A. Vendor **must** complete, sign and submit the *Proposed Subcontractors Form* included in the *Technical Proposal 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* or in the *Information for Evaluation* section provided in the *Technical Proposal Packet*. **Do not** attach any additional information to the *Proposed Subcontractors Form*.

1.13 PRICING

- A. Vendor(s) **must** include all pricing on the Official Price Bid 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 as a separate excel file posted with this *Bid Solicitation*.
- B. To allow time to evaluate proposals, prices **must** be valid for (180) days following the bid opening.
- C. The *Official Bid Price Sheet*, including the hard copy and electronic copy, **must** be separately sealed from the *Technical Proposal Packet* and should be clearly marked as "Pricing". DO NOT submit any ancillary information not related to actual pricing in the sealed pricing package.
- D. Vendor **must not** include any pricing in the hard copies or electronic copies of their *Technical Proposal Packet*. Should hard copies or electronic copies of their *Response Packet* contain any pricing, the response **shall** be disqualified.
- E. Failure to complete and submit the *Official Bid Price Sheet* **shall** result in disqualification.
- F. All proposal pricing **must** be in United States dollars and cents.
- G. The Official Bid Price Sheet may be reproduced as needed.

1.14 PRIME CONTRACTOR RESPONSIBILITY

- A. A joint proposal submitted by two 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.

1.15 INDEPENDENT PRICE DETERMINATION

- A. By submission of this proposal, the vendor certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:
 - The prices in the proposal 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 proposal by the Office of the Attorney General. All vendors **shall** understand that this paragraph may be used as a basis for litigation.

1.16 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. 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 *Technical Proposal Packet*. A CD is also acceptable.
- C. 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.
- D. The vendor **shall** be responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
- E. The redacted copy **shall** be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the vendor.
- F. If a redacted copy of the submission documents is not provided with vendor's response packet, a copy of the non-redacted documents, with the exception of financial data (other than pricing), **shall** be released in response to any request made under the Arkansas Freedom of Information Act (FOIA).
- G. If the State deems redacted information to be subject to FOIA, the vendor will be contacted prior to release of the documents.

1.17 CAUTION TO VENDORS

- A. Prior to any contract award, all communication concerning this *Bid Solicitation* **must** be addressed through OSP.
- 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. Proposals **must** be submitted only 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 OSP.
- H. Qualifications and proposed services **must** meet or exceed the required specifications as set forth in this *Bid Solicitation*.
- I. Vendors may submit multiple proposals.

1.18 REQUIREMENT OF ADDENDUM

- A. This *Bid Solicitation* **shall** be modified only by an addendum written and authorized by OSP.
- 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 OSP website, <http://www.arkansas.gov/dfa/procurement/bids/index.php>, for any and all addenda up to bid opening.

1.19 AWARD PROCESS**A. Successful Vendor Selection**

The Grand Total Score for each vendor, which **shall** be a sum of the Technical Score and Cost Score, **shall** be used to determine the ranking of proposals. The State may move forward to negotiations with those responsible offerors determined, based on the ranking of the proposals, to be reasonably susceptible of being selected for award.

B. Negotiations

1. If the State so chooses, it **shall** have the right to conduct negotiations with the highest ranking vendors. All negotiations **shall** be conducted at the sole discretion of the State. The State **shall** solely determine the items to be negotiated.
2. If negotiations fail to result in a contract, the State may begin the negotiation process with the next highest ranking vendor. The negotiation process may be repeated until the anticipated successful vendor has been determined, or until such time the State decides not to move forward with an award.

C. Anticipation to Award

1. Once the anticipated successful vendors has been determined, the anticipated award will be posted on the OSP website at http://www.arkansas.gov/dfa/procurement/pro_intent.php.
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. OSP **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 OSP website 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 and approval.
2. A State Procurement Official will be responsible for award and administration of any resulting contract.

1.20 MINORITY BUSINESS POLICY

- A. Minority is defined by Arkansas Code Annotated § 15-4-303 as a lawful permanent resident of this State who is:

- African American
- American Indian
- Asian American
- Hispanic American
- Pacific Islander American
- A Service Disabled Veterans as designated by the United States Department of Veteran Affairs

- B. The Arkansas Economic Development Commission conducts a certification process for minority businesses and disabled veterans. The vendor's Certification Number should be included on the vendor's *Proposal Signature Page*.

1.21 EQUAL OPPORTUNITY POLICY

- A. In compliance with Arkansas Code Annotated § 19-11-104, OSP is required to have a copy of the vendor's *Equal Opportunity (EO) Policy* prior to issuing a contract award.
- B. *EO Policies* may be submitted in electronic format to the following email address: eeopolicy.osp@dfa.arkansas.gov, but should also 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.

1.22 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS

- A. Pursuant to Arkansas Code Annotated § 19-11-105, prior to the award of a contract, selected vendor(s) **must** have a current certification on file with OSP stating that they do not employ or contract with illegal immigrants.
- B. OSP will notify the selected vendor(s) prior to award if their certification has expired or is not on file. Instructions for completing the certification process will be provided to the vendor(s) at that time.

1.23 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.

1.24 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 Vendor 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 VENDOR 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.

1.25 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://www.dis.arkansas.gov/policiesStandards/Pages/default.aspx>. Only those standards which are fully promulgated or have been approved by the Governor's Office apply to this solution.

1.26 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.

1.27 PUBLICITY

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

1.28 RESERVATION

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

SECTION 2 – MINIMUM REQUIREMENTS

- **Do not provide responses to items in this section unless specifically and expressly required.**

2.1 INTRODUCTION

The objective is to enter into a contract(s) for non-emergency medical transportation (NET) services to eligible Medicaid beneficiaries through a single transportation Broker for each pre-established NET region. The highest emphasis will 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 RFP. 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 RFP, Vendor may be referred to as Broker.

2.2 BROKER QUALIFICATIONS

- A. The Broker **must** have three (3) years of experience in non-emergency medical transportation.
- B. The Broker **must** have and submit a Dun & Bradstreet Rating of six (6) or better.
- C. The Broker **must** submit a statement that the Broker expressly agrees and acknowledges that if they cancel, default, or otherwise abandon their contract prior to expiration the Broker will not be eligible to participate in NET procurement in that region for twenty-four (24) months. See “Attachment G”.

2.3 BROKER REQUIREMENTS

- A. State and Federal Laws
 1. Performance of this contract by both parties **must** comply with State and Federal laws and regulations.
 2. If any statute or regulations is enacted, by Federal or State, which requires a change in this contract or any attachment, then both parties will deem this contract and any attachment to be automatically amended to comply with the newly enacted statute or regulations as of its effective date.
- B. Compliance with State Policy Issuances

The Broker agrees to deliver the services authorized by this contract or any attachment in accordance with all manuals and other official issuances of the State promulgated through the Administrative Procedures Act.
- C. HIPAA Compliance

The Broker **must** ensure that all personnel, including those of sub-contractors, have received and documented HIPAA compliance training at the time of hire and yearly thereafter.
- D. Audit Requirement

The Broker **shall** comply with State audit requirements as outlined in “State of Arkansas Human Services Audit Guidelines”. Copies may be obtained from:

Arkansas Department of Human Services
Office of Quality Assurance
P. O. Box 1437 - Slot S270
Little Rock, Arkansas 72203-1437

E. Financial Reports**Dun & Bradstreet Supplier Qualifier Report (SQR)**

OSP requires submission of a current (current defined for this RFP as: last twelve (12) months) Respondent's Supplier Qualifier Report (SQR) prepared by Dun & Bradstreet (D&B). The Supplier Qualifier Report is a standard report detailing financial and operational capability.

1. Respondent shall request the SQR report from D&B at:

<https://supplierportal.dnb.com/webapp/wcs/stores/servlet/SupplierPortal?storeId=11696>

- a. Enter at the *D&B Contractor Management Portal* link.
 - b. Enter your Duns Number under the Duns Number heading if you know your Duns Number. If you don't know your company's Duns Number, you may use the search feature under Company Name to find it. Enter your Company Name, City, State and then Search.
 - c. Select your Company.
 - d. Confirm Registration.
 - e. Upon Confirmation, Enter Arkansas Office of State Procurement in the Company Name Field and the following email address judy.shirley@dfa.arkansas.gov and telephone number 501-324-9314 and select YES for the End User License Agreement.
 - f. Complete Registration – The cost of the preparation of the D&B report **shall** be the responsibility of the Respondent. Enter payment method and information and complete registration. Once the registration process is complete, a copy of the report is to be sent to the respondent and **must** be submitted with the RFP submission.
2. Respondents are advised to allow sufficient time before the proposal due date for the D&B processing. Respondents should allow a minimum of ten (10) business days for D&B to process. The SQR report **must** be included with the RFP submission. Proposals received without the SQR will be disqualified from consideration.

F. Incident Reporting Maltreatment of Children & Adults

1. Contractor and all of its employees, agents, and all Subcontractors and Subcontractors' employees and agents **shall** immediately make a report to the Child Abuse Hotline if Contractor and any of its employees, agents, and Subcontractors' employees and agents, while performing their duties under this contract, have reasonable cause to suspect:
 - a. That a child has been subjected to child maltreatment;
 - b. Died as a result of child maltreatment;
 - c. Died suddenly and unexpectedly; or
 - d. Observe a child being subjected to conditions or circumstances that would reasonably result in child maltreatment.
2. For purposes of this paragraph, "child maltreatment" **shall** have the meaning set forth in Ark. Code Ann. § 12-18-103(7). For purposes of this paragraph, "died suddenly and unexpectedly" **shall** have the meaning set forth in Ark. Code Ann. § 12-18-402(a)(1)(C)(ii).
3. Additionally, Contractor and all of its employees, agents, and all Subcontractors and Subcontractors' employees and agents, while performing their duties under this contract, who have observed or have reasonable cause to suspect that an endangered person or an impaired person has been subjected to conditions or circumstances that constitute adult maltreatment or long-term care facility resident maltreatment **shall** immediately report or cause a report to be made as follows:
 - a. If the suspected victim is a long-term care facility resident, a report **shall** be made immediately to (1) the local law enforcement agency for the jurisdiction in which the suspected maltreatment occurred, and (2) to the Office of Long-Term Care, pursuant to that office's rules and regulations for reporting of maltreatment.
 - b. If the suspected victim is not a long-term care facility resident, a report **shall** be made to the adult and long-term care facility maltreatment hotline provided in Ark. Code Ann. § 12-12-1707.

4. For purposes of this paragraph the terms “endangered person”, “impaired person”, “adult maltreatment”, and “long term care facility resident maltreatment” **shall** have the meanings set forth in Ark. Code Ann. § 12-12-1708.
5. A privilege **shall** not prevent a person from reporting child maltreatment or adult maltreatment or long-term care facility resident maltreatment.

G. Forms Required Prior to Anticipation to Award of Contract

Brokers **must** complete and submit to OSP prior to Anticipation to Award of a contract, the following:

- DMS form 675 – “Ownership and Conviction Disclosure” (Attachment C).
- DMS form 689 – “Disclosure of Significant Business Transactions” (Attachment D).
- DMS form 4001 – “Business Associate Agreement” (Attachment F).

H. Experience

Broker **must** include the following information with the proposal submission:

1. Experience of the Broker as related to providing quality and safe Non-Emergency Medical Transportation as specified in Section 2.
2. Experience of the Broker's Project Director and staff as related to providing quality and safe Non-Emergency Medical Transportation as stated in Section 2.
3. Experience working with children, persons with disabilities and special needs, the aging population, senior citizen programs and the ability to adhere to program guidelines.

I. Organization Overview

Broker **must** include the following information with the proposal submission:

- Non-Profit Corporations **must** submit a copy of documents attesting to Non-Profit status.
- Corporate name
- Address
- Telephone
- Organizational Chart

J. Executive Summary

Broker **must** include the following information with the proposal submission:

- A. The executive summary should condense and summarize the contents of the Technical Proposal to provide the proposal evaluators with a broad but clear understanding of the entire proposal.
- B. The executive summary should summarize the respondent's technical approach and the enhancements proposed by DHS/DMS.
- C. The executive summary **must** include a cross-reference to the pages in the proposal that address the RFP requirements. The proposal may be rejected as incomplete and failing mandatory requirements if the respondent fails to include the cross-reference.
- D. The executive summary should not exceed three (3) pages. The RFP cross-reference pages are not included in this number.

K. Performance Security

- A. To assure full performance of all obligations imposed on a vendor by contracting with the State of Arkansas, the vendor **shall** be required to provide a performance security.
- B. The amount **shall** be determined by the contract amount which depends on the region(s) for which the successful vendor is selected.
- C. The amount **shall** be approximately one third (1/3) of the contract amount or \$250,000.00 whichever is a lesser amount within ten (10) working days from date of receipt of the State's written notification of Anticipation to Award a contract.

- D. The form of security required **shall** be a performance bond, cashier's check or a standard letter of credit such as is usually and customarily written and issued by surety companies licensed and authorized to do business in Arkansas.
- E. An irrevocable letter of credit from an Arkansas bank is also acceptable.
- F. The performance security **must** be made upon acceptance of the performance security by the Office of State Procurement.

L. Failure to Deliver Performance Security

- A. Should a vendor fail to deliver the required performance security, the proposal **shall** be rejected.
- B. In the event of a breach of contract, through the following:
 - Quality problems
 - Late delivery
 - Substitutions
 - Non-performance
 - Or, other areas within the control of the vendor
- C. OSP will notify the vendor in writing of the default and may assess reasonable charges against the vendor's performance security.
- D. After notification of default, if the vendor fails to remedy the State's damages within ten (10) working days, the State Procurement Official may initiate procedures for collection against the vendor's performance security.
- E. Actions against the performance security are in addition to any other remedies specified in other portions of this RFP.

M. Release of Performance Security

- A. To achieve the greatest economy for the State, the State Procurement Official may choose the following:
 - Next highest ranked bidder as determined through the evaluation process
 - Re-advertise the proposals
 - Negotiate a contract
 - Or, complete any other action consistent with procurement laws
- B. The performance security may be extended to continue for any renewal period if there is mutual agreement to extend the contract.

N. Termination by Fraud

The use of Medicaid funded transportation for any purpose other than as stated in this RFP is fraud which may subject the Broker, Subcontractor or both, to:

- Criminal prosecution
- Civil lawsuits
- Administrative sanctions.

2.4 BACKGROUND or SUMMARY OF NET TRANSPORTATION

A. Summary of 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. A person in Pop 1 requests NET to a Medicaid covered service provided by an enrolled Medicaid provider.
2. A person in Pop 2 requests NET to an enrolled Medicaid or non-Medicaid provider within their plan network.
3. A person in Pop 3 requests NET to a Medicaid covered service provided by an enrolled Medicaid provider.

B. Population 2, Net Services

NET services available to persons in Population 2 are limited to eight (8) one way legs/units within each calendar year.

1. Broker will be responsible for maintaining a cumulative real time trip count for this population.
2. Broker will be responsible for communications with other Brokers in order to obtain previous trip counts in case a beneficiary moves from one NET region to another region.

C. Exceptional Transportation

Exceptional transportation for this RFP service is defined as:

NET necessary under extraordinary medical circumstances that requires traveling out-of-state for health care treatment not normally provided through in-state health care providers.

1. Exceptional travel is not the NET Broker's responsibility and is not included in this RFP.
2. Exceptional travel does not include direct service providers within fifty (50) miles of a driving distance of the state's borders who are used for routine care by individuals living in Arkansas.

D. Non-allowed Transportation

NET does not include emergency ambulance transportation or transportation to any service not reimbursable through the Medicaid program.

2.5 BROKER RESPONSIBILITY

A. Audited Financial Statements

Broker **must** provide DHS/DMS with audited annual financial statements specifically detailing the Broker's Arkansas Medicaid NET services for each region(s) in which they operate no later than April 1st of each contract year.

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, and physically or mentally challenged beneficiaries.
5. Trip limits are not applicable to persons in Pop 1 and Pop 3.

C. Provide an Efficient Reservation and Trip Assignment Process

1. Broker will provide a system to receive beneficiary requests for transportation.
2. Broker will 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:

- Evidence that Broker can employ, or contract with adequately trained personnel, subcontractor, experienced vehicle operators and attendants, and secure appropriate well maintained vehicles to safely provide Medicaid transportation services as specified in Section 2.
- 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:

- 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 are in compliance with all requirements of the DF&A for class I.E. (Intrastate Exempt) prior to award and upon any contract renewal periods.
- Business license
- Sample of reports
- Detailed description of the quality assurance measures related to efficient and timely trip scheduling and error free dispatch capabilities.

2.6 **OPERATIONAL REQUIREMENTS**

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

- Annual and on-going safety training for all vehicle operators
- Field observations of operations
- Monitor staff levels, including vehicle operators and their training
- 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 offence of hired vehicle operators.
- Vehicle maintenance standards (repairs and preventative maintenance)
- Inspecting vehicles and vehicle maintenance records (announced and unannounced)
- Safety oversight including safety audits (announced and unannounced)
- The Broker will investigate all incidents and accidents and will 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
 - Facsimiles
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 will maintain scheduling services, at a minimum, for the above referenced times.
3. NET services will 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 is 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

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 ninety percent (90%) of all calls within five (5) rings and ensure that the wait time after answering will 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. The Broker is responsible for obtaining periodic busy signal studies as requested by DHS/DMS.
8. Actions to correct high busy signal conditions **must** be made to DHS/DMS's satisfaction.
9. 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 adequate access to reservation staff during designated business hours.
10. To ensure this, the Broker **must** provide separate telephone numbers for Medicaid beneficiaries.
11. 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.
12. DHS/DMS prefers systems in which recordings can be sent to DHS/DMS or the DHS/DMS NET Monitoring Contractor electronically.

F. Bilingual and Telecommunications Device for the Deaf Communications

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 RFP including electronic submission of encounter information.
3. The following link provides the Technology Requirements:
<https://www.medicaid.state.ar.us/Provider/software/pes/pesinstall.aspx#System>
4. All encounter information **must** be securely submitted to the Arkansas Medicaid Fiscal Agent via the Internet.
5. The Broker **must** submit a test file to Arkansas Fiscal Agent for review and approval prior to the start of operations.

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6. If the Broker does not have the capability after sixty (60) calendar days from the contract start date, 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.
8. These are minimum requirements. Brokers are encouraged to propose additional capabilities that would enhance the:
 - Quality
 - Efficiency
 - Cost-effectiveness of the program.

2.7 STAFFING REQUIREMENTS

The Broker will provide staff to perform all tasks specified as Broker responsibilities as required by the scope of work for services in the RFP.

A. Project Director

1. The Broker **must** name a Project Director for this contract in their technical proposal within the organization for:
 - Commitment of resources
 - To engage additional resources as needed for the Broker to meet all contract requirements without service interruption to Medicaid beneficiaries.
2. The Project Director will meet with DHS/DMS representatives at their offices in Little Rock on a periodic basis as requested by DHS/DMS.
3. Project Director's agenda as shown below:
 - a. The Project Director will meet with DHS/DMS representatives at their offices in Little Rock on a periodic basis as requested by DHS/DMS to:
 - Discuss the NET program for the region
 - Answer pertinent inquiries regarding the program, its implementation and operations.

B. Criminal History Check/Central Registry Check

1. Broker **shall** require criminal history check, provided by the Arkansas State Police, and a central registry check on all employees prior to providing services for:
 - Care
 - Supervision

- Treatment
- Other services

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

C. 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.

4. Broker **shall** verify whether the applicant has resided in the state of Arkansas for the previous five (5) years prior to their application.
5. If not, Broker **shall** require the applicant provide a State background check from the State from which the person resided before Arkansas.
6. The authorization to release information **must** be signed for the Broker, Sub-contractor, and the NET Monitoring Contractor to receive background check results.

2.8 **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 will 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 will 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 guidelines, no later than the last day of the month after the month transportation was provided. (Example: Transportation services delivered in June 2017 **must** be reported by July 31, 2017).

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. DHS/DMS NET Monitoring will verify claim data entered by Brokers and resolve discrepancies.
3. Should Broker fail to report encounter data in an accurate and timely manner, payment for that month of service will be withheld until;
 - Data is accurately entered
 - Accepted by the system
 - Verified by the DHS/DMS NET Monitoring Contractor
4. The Broker is responsible for electronically submitting encounter information via the internet as required by DMS and the Arkansas Medicaid Fiscal Agent.
5. Information to include:
 - Dates of service
 - Names of beneficiaries
 - Medical providers, etc.
 - See "Attachment B" for an example of information required for encounter reporting

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 will 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 and facilities of changes.
2. Changes may include a new telephone number fifteen (15) days prior to start date of provision of services.

2.9 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 drivers and attendants **must** carry 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 passengers' 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.

2.10 **SAFETY VIOLATIONS**

Serious safety violations **will** result in immediate termination and possible criminal charges of driver and attendant include, but are not limited to:

- Failure to conduct visual vehicle sweep 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 RFP.
- Failure to properly secure wheelchairs.

2.11 **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.

2.12 **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.

2.13 **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.
- 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 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 will be sent to the following addresses:

Department of Human Services
Division of Medicaid
Attn: David Walker/ Michelle Young-Hobbs
700 Main Street S410
Little Rock, AR 72201

Email: net.services@dhs.arkansas.gov

2.14 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. The Broker **must** provide written assurance to DHS/DMS that all vehicles used for beneficiary transport are in compliance with all requirements of the DF&A for class I.E. (Intrastate Exempt) prior to provision of services provided and upon any contract renewal periods.

2.15 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.

2.16 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.
- C. The following link provides the Technology Requirements:
<https://www.medicaid.state.ar.us/Provider/software/pes/pesinstall.aspx#System>.
- D. A summary of the required reporting formats can be found in "Attachment B".
- E. The Broker **must** submit encounter information by the last working day of the month following the end of the reporting month.

- F. Encounter information **must** be complete and accurate.
- G. Failure to provide or provision of false or inaccurate information may be considered fraud and may result in termination of the contract.
- H. Encounter reporting **must** include all information in "Attachment B".
- I. 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

2.17 **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 (15th) working day of the month following the end of the reporting month.

2.18 **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 (15th) working day of the month following the end of the reporting month.

2.19 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 will file a written accident report and the police report with the DHS/DMS NET Monitoring Contractor within three (3) working days of the accident.
- C. The Broker will cooperate with DHS/DMS during any ensuing investigation.
- D. The Broker will 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 will 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.

2.20 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 will ensure that services comply with the following minimum service delivery requirements:
 - Medicaid beneficiaries will be transported in a safe and timely fashion to and from scheduled appointments.
 - Medicaid beneficiaries will be advised of pick-up times at the time the transportation request is made.
 - Transportation providers will arrive at the pick-up location no later than fifteen (15) minutes after scheduled pick-up time.
 - Transportation providers will deliver the beneficiary to the site of the scheduled medical appointment fifteen (15) minute's 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 will contact and confirm the scheduled pick-up time with the beneficiary within twenty-four (24) hours of the pick-up.
 - The dispatcher or sub-contractor **must** notify the Medicaid service provider to report late arrivals or deliveries.
 - The Broker will 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 will 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 will 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.

2.21 **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 will 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 RFP.
2. The Broker **must** specify prior to the beginning of services, to the sub-contractor(s), the respective reporting requirements per this RFP.
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 RFP 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 RFP.
2. All terms, conditions and rates established by the agreement will 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.

2.22 PAYMENT AND INVOICE PROVISIONS

A. Bidders **must** propose two separate per member per month (PMPM) base rates for each region they are submitting a bid.

1. One rate is solely for Pop 1.
2. The second rate is for Pop 2 and Pop 3 combined.
3. The PMPM base rates that are submitted by the bidder **must** be fall within the range listed on each region's official proposal price sheet, in order to be considered for the NET contract award.
4. DHS Division of Medical Services (DHS/DMS) will provide the Broker the number of NET covered Medicaid eligible beneficiaries, as determined by the DHS/DMS fiscal agent, on the last day of the month prior to the month of service, which the per member per month payment is calculated.
5. The number of eligible will represent the end-of-month count prior to the month of service. For example, the report for September would reflect the number of NET eligible at the end of August.

B. Payment, Sub-contractors

1. The Broker will 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 will render payment to sub-contractors for authorized trips made in accordance with this RFP and the terms of the contract.
4. DHS/DMS will 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 provided with this RFP is for informational purposes only in order to assist bidders in understanding the member population 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 RFP's publication.

D. Rate Adjustments

Annual Adjustment Factor and Monthly Trip Reporting

1. The Annual Adjustment Factor (AAF) adjustment for January 1, 2017 through December 31, 2017 will be 1.0.
2. A new and revised AAF will be applied at the beginning of each new calendar year, beginning January 1, 2018. These revised factors will be based on encounter data, audited annual financial statements, and other factors as deemed substantive by the DHS/DMS actuary.
3. Brokers who fail to report all trips accurately, timely, and according to DHS/DMS quality guidelines will not receive the appropriate AAF which could result in revenue loss for the Broker in the subsequent contract period(s).
4. Brokers **must** also submit audited annual financial reports no later than April 1st, of each contract year, in order to receive consideration of these reports in the AAF calculation.
5. Brokers **shall** provide DHS/DMS with audited annual financial statements specifically detailing the Brokers' Arkansas Medicaid NET services. DHS/DMS will accept a single statement from any Broker operating in multiple regions.
6. Brokers are responsible for meeting monthly trip reporting deadlines and accuracy standards whether they provided the transportation or employed a subcontractor to provide transportation.
7. 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 2017 **must** be reflected in the DHS/DMS system no later than June 30, 2017 in order for a Broker to receive July 2017 payment.
8. It is the Broker's responsibility to monitor the DHS/DMS system in order to ensure that all legitimate trips are reflected.
9. 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.
10. This RFP 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.

Be advised: The AAF evaluation can result in increased or decreased payments to Brokers. The Annual Adjustment Factor considers the number of trips provided and the number of trips is a significant component in the AAF calculation.

E. Monthly Fuel Price Adjustment Factors

1. The Broker rate for the region will be multiplied by the fuel adjustment factor (FAF) for the month as reflected on the table provided by DHS/DMS in the Data Book, attachment A.
2. The fuel price is determined by accessing the AAA website: <http://fuelgaugereport.aaa.com/states/arkansas/> to obtain the Arkansas Regular unleaded average price per gallon. Dates fuel prices will be checked and fuel adjustment factors are shown in the Data Book, attachment A.

F. Broker's Monthly Payment Rate Calculations

(Capitated Base Rate for Pop 1 x AAF x FAF x Member Months) – All Automated Eligibility Verification Claim System (AEVCS) fees

plus

(Capitated Base Rate for Pop 2 and Pop 3 x AAF x FAF x Member Months) – All Automated Eligibility Verification Claim System (AEVCS) fees

1. The amount of the AEVCS fees may change during the course of the contract periods(s) without notice. DHS/DMS reserves the right to deduct Medicaid fee adjustments from the Brokers monthly invoice prior to payment.
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 A"; this information is subject to change during the term of the contract.
3. Following the close of each annual contract period, DHS/DMS will pay the Broker 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 will 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 will 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 RFP, **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 RFP 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 will 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 will 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 RFP notifications. If you are not a registered vendor you may register on-line at <https://www.ark.org/vendor/index.html>.

2.23 **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

C. Scheduling, Advance

Advance scheduling is mandatory for all NET services except:

- Urgent care
- 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 operation 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 will 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 will rely 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 will 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.
7. Medicaid will 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:
 - Associated with any agency
 - Provider
 - Other entity to which transportation is or may be requested
10. The Broker will only schedule NET services with the beneficiary and 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 member of Pop 2 **must** contact the DHS/DMS NET Monitoring Contractor to seek an extension of transportation services (EOTS).
2. All (EOTS) **must** be approved by the DHS/DMS Monitoring Contractor.
3. The NET Monitoring Contractor will 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 will have a secure email address and designated employees for the (EOTS) process.

I. EOTS Non-approved Transportation

If transportation is provided to a beneficiary in Pop 2 that exceeded their transportation limits and no (EOTS) has been obtained, the Broker will not receive credit for those trips in subsequent Annual Adjustment Factor calculations.

J. EOTS, Broker Compliance to Trip Limits

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

2.24 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.

2.25 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 a safe 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:
 - 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.

C. Denial of Transportation

1. If a Broker denies transportation to a beneficiary, the Broker **must** give the beneficiary written notice. Written notice 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 twenty-four (24) hours of the denial.
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 RFP 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 RFP.
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 will 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 will 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 will 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.

2.26 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 RFP. 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 will ensure compliance with the AR Child Passenger Protection Law pertaining to the transportation of children in age-appropriate child safety seats.

1. Broker will 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 will 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 will not transport the child until such time that the requisite safety seat is available.
6. The Broker will 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 Highway and Transportation Department
 - 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 RFP vehicle requirements, inspection of equipment including brakes, tire thread, turn signals, horn, seat belts, 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 are 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 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)

G. Vehicle Requirements

1. The Broker **must** assure that transportation providers maintain vehicles and vehicle equipment adequately to meet the requirements of this RFP 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 RFP requirements or any Arkansas licensing requirements, safety standards, Arkansas Highway and Transportation Department, 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 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 (Bbuzzers)

- Multi-passenger vehicles used to transport children **must** have child safety buzzers.

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 that **must** be in each transportation vehicle used on the NET contract.

- HD 1080 p
- Minimum 45 day playback/viewing
- GPS on camera
- Interior view

The required video systems **must** be in good working order each day the each 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.

2.27 VEHICLE INSPECTIONS

- A. The Broker **must** describe the monthly inspection process to verify that vehicles meet the requirements as specified by the RFP.
- B. The Broker's vehicles **must** be available to DHS/DMS or its agent for inspection at any time.
- C. Daily walk around vehicles inspection sheets **must** be maintained and made available to DHS/DMS or the NET Monitoring Contractor upon request.
- D. 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.
- E. 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 RFP.
- 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 RFP. Annual inspections are recommended at the time of vehicle registration renewal.

2.28 QUALIFICATIONS, DRIVER

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

- 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.

A. Driving Compliance Documents

Driver records, including but not limited to the following documentation, 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, and thereafter at the discretion of the Broker and/or the NET Monitoring Contractor.

C. Driver 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 of a crime listed in Ark. Code Ann. § 21-15-101 et seq. **shall** not drive or attend passengers.
5. 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.

2.29 DRUG INFLUENCES, DRIVER

- A. Broker and Sub-contractors **must** not use drivers who are known abusers of alcohol or known consumers of 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, the Broker will immediately remove the driver from providing service to Medicaid beneficiaries until satisfactory review by the Broker, Sub-contractor, and DHS/DMS is completed.

2.30 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.

2.31 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.

2.32 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.

2.33 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.

2.34 QUALIFICATIONS, ATTENDANT

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

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

B. Criminal Offenses, Attendant

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 of a crime listed in Ark. Code Ann. § 21-15-101 et seq, **shall** not drive or attend passengers.
5. 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.

2.35 PERFORMANCE MONITORING

A. DHS/DMS and the DHS/DMS NET Monitoring Contractor will 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 will 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 complains 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 will 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 (15th) day of the month following the end of the reporting month and upon request.

2.36 PERFORMANCE STANDARDS

- A. State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided. *Performance Standards* 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 **shall** result in the assessment of damages.
- G. In the event a Performance Standard is not met, the vendor will have the opportunity to defend or respond to the insufficiency. The State **shall** have the right to waive damages if it determines there were extenuating factors beyond the control of the vendor that hindered the performance of services. In these instances, the State **shall** have final determination of the performance acceptability.
- H. 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.

Performance Measures

Service Criteria	Performance Indicators for Deliverable	Damages for Insufficient Performance and Acceptable Performance for Deliverables
<p>Deliverable A</p> <p>The Broker shall provide NET transportation to all eligible beneficiaries as required under the terms of the NET RFP SP-16-0228, hereinafter RFP.</p>	<p>Reservation</p>	<p>Broker shall establish and operate efficient reservation system as required by the RFP.</p> <p>Failure to effectively process beneficiary reservations is subject to \$500.00 damages per each occurrence.</p> <p>A Vendor Performance Report (VPR) will be written documenting the vendor's performance. This may result in a below standard VPR.</p>
<p>Deliverable A</p> <p>The Broker shall provide NET transportation to all eligible beneficiaries as required under the terms of the NET RFP SP-16-0228, hereinafter RFP.</p>	<p>Timely transportation</p>	<p>Broker shall provide timely transportation as specified by the RFP.</p> <p>Failure to provide timely transportation is subject to \$500.00 damages per each occurrence.</p> <p>A VPR will be written documenting the vendor's performance. This may result in a below standard VPR.</p>
<p>Deliverable A</p> <p>The Broker shall provide NET transportation to all eligible beneficiaries as required under the terms of the NET RFP SP-16-0228, hereinafter RFP.</p>	<p>Transportation to and from Medicaid covered services</p>	<p>Broker shall provide transportation to and from Medicaid covered services as required in the RFP.</p> <p>Failure to provide transportation to and from destinations specified by the RFP is subject to \$500.00 damages per each occurrence.</p> <p>A VPR will be written documenting the vendor's performance. This may result in a below standard VPR.</p>
<p>Deliverable A</p> <p>The Broker shall provide NET transportation to all eligible beneficiaries as required under the terms of the NET RFP SP-16-0228, hereinafter RFP.</p>	<p>Appropriate transportation</p>	<p>The Broker shall provide appropriate transportation as required by the RFP. Appropriate transportation includes necessary beneficiary accommodations as described by the RFP.</p> <p>Failure to provide appropriate transportation is subject to \$500.00 damages per each occurrence.</p> <p>A VPR will be written documenting the vendor's performance. This may result in a below standard VPR.</p>
<p>Deliverable B</p> <p>The Broker and all of its employees, agents, and all Subcontractors and Subcontractors' employees and agents shall immediately make a report to the Child Abuse Hotline or the Adult and Long-Term Care Facility</p>	<p>Maltreatment Reporting Mandate</p>	<p>Failure by the Broker and all of its employees, agents, and all Subcontractors and Subcontractors' employees and agents to make and immediate report to the hotline(s) as required under the terms of the RFP may constitute grounds for immediate</p>

<p>Maltreatment Hotline as required under the terms of the NET RFP SP-16-0228, hereinafter RFP.</p>		<p>contract termination at the sole discretion of DHS.</p> <p>In addition to immediate grounds for termination, Broker is subject to \$10,000.00 damages per each occurrence.</p> <p>These remedies do not bar any other remedies available through Arkansas State law, including criminal and civil penalties.</p>
<p>Deliverable B The Broker shall provide safe NET for all eligible beneficiaries.</p>	<p>Driver & attendant requirements</p>	<p>The Broker shall ensure that all NET drivers and attendants meet the requirement specified by the RFP.</p> <p>The Broker's failure to ensure that the NET drivers and attendants meet criminal background, child maltreatment, and adult maltreatment requirements is subject to \$10,000.00 damages per each occurrence.</p> <p>Failure to meet all other driver related requirements is subject to \$1,000.00 damages per each occurrence.</p> <p>A VPR will be written documenting the vendor's performance. This may result in a below standard VPR.</p>
<p>Deliverable B The Broker shall provide safe NET for all eligible beneficiaries.</p>	<p>Vehicle requirements</p>	<p>The Broker shall ensure that all vehicles used for NET transportation meet the requirements specified by the RFP.</p> <p>The Broker's failure to ensure that vehicles used for NET transportation comply with the requirements specified by the RFP is subject to \$1,000.00 damages per each occurrence.</p> <p>A VPR will be written documenting the vendor's performance. This may result in a below standard VPR.</p>
<p>Deliverable B The Broker shall provide safe NET for all eligible beneficiaries.</p>	<p>Vehicle operation requirements</p>	<p>The Broker shall ensure the vehicles used for NET transportation are operated in accordance with the requirements specified in the RFP.</p> <p>Failure to ensure that vehicles used for NET transportation are operated in accordance with the requirements specified by the RFP is subject to \$1,000.00 damages per each occurrence.</p> <p>A VPR will be written documenting the vendor's performance. This may result in a below standard VPR.</p>

<p>Deliverable B</p> <p>The Broker shall provide safe NET for all eligible beneficiaries.</p>	<p>Safe care of beneficiaries during transport</p>	<p>The Broker shall ensure that driver and attendant follow all requirements specified in the RFP with regard to delivery of proper care to NET beneficiaries during transport.</p> <p>The Broker's failure to ensure that the driver and attendant follow all requirements specified in the RFP with regard to delivery of the proper care to NET beneficiaries during transport is subject to \$1,000.00 damages per each occurrence. A VPR will be written documenting the vendor's performance. This may result in a below standard VPR.</p>
<p>Deliverable C</p> <p>The Broker shall verify beneficiary's eligibility for NET transportation.</p>	<p>Medicaid eligibility</p>	<p>The Broker shall verify all components of the eligibility for the NET transportation as required by the RFP.</p> <p>The Broker's failure to verify eligibility is subject to the following damages:</p> <p>Failure to verify Medicaid eligibility is subject to \$500.00 damages per each occurrence.</p> <p>A VPR will be written documenting the vendor's performance. This may result in a below standard VPR.</p>
<p>Deliverable C</p> <p>The Broker shall verify beneficiary's eligibility for NET transportation.</p>	<p>Residence eligibility</p>	<p>The Broker shall verify all components of the eligibility for the NET transportation as required by the RFP.</p> <p>The Broker's failure to verify eligibility is subject to the following damages:</p> <p>Failure to verify residence eligibility is subject to \$500.00 damages per each occurrence.</p> <p>A VPR will be written documenting the vendor's performance. This may result in a below standard VPR.</p>
<p>Deliverable C</p> <p>The Broker shall verify beneficiary's eligibility for NET transportation.</p>	<p>Need for Transportation</p>	<p>The Broker shall verify all components of the eligibility for the NET transportation as required by the RFP.</p> <p>The Broker's failure to verify eligibility is subject to the following damages:</p> <p>Failure to verify need for transportation is subject to \$1,000.00 damages per each occurrence.</p> <p>A VPR will be written documenting the vendor's performance. This may result in a below standard VPR.</p>

<p>Deliverable C</p> <p>The Broker shall verify beneficiary's eligibility for NET transportation.</p>	<p>Destination eligibility</p>	<p>The Broker shall verify all components of the eligibility for the NET transportation as required by the RFP.</p> <p>The Brokers failure to verify eligibility is subject to the following damages:</p> <p>Failure to verify destination eligibility is subject to \$500.00 damages per each occurrence. A VPR will be written documenting the vendor's performance. This may result in a below standard VPR.</p>
<p>Deliverable C</p> <p>The Broker shall verify beneficiary's eligibility for NET transportation.</p>	<p>Time of the appointment verification</p>	<p>The Broker shall verify all components of the eligibility for the NET transportation as required by the RFP.</p> <p>The Broker's failure to verify eligibility is subject to the following damages:</p> <p>Failure to verify time of the appointment is subject to \$500.00 damages per each occurrence. A VPR will be written documenting the vendor's performance. This may result in a below standard VPR.</p>
<p>Deliverable D</p> <p>The Broker shall verify beneficiary's eligibility for NET transportation.</p>	<p>Reports</p>	<p>The Broker shall submit all reports on time as required by the RFP requirements.</p> <p>Failure to submit timely reports as required by the RFP is subject to \$500.00 damages per each occurrence and \$100.00 per each day of non-compliance. A VPR will be written documenting the vendor's performance. This may result in a below standard VPR.</p>
<p>Deliverable D</p> <p>The Broker shall verify beneficiary's eligibility for NET transportation.</p>	<p>Information</p>	<p>The Broker shall submit all reports on time as required by the RFP requirements.</p> <p>Failure to submit timely information as required by the RFP is subject to \$500.00 damages per each occurrence and \$100.00 each day of non-compliance. A VPR will be written documenting the vendor's performance. This may result in a below standard VPR.</p>
<p>Deliverable D</p> <p>The Broker shall verify beneficiary's eligibility for NET transportation.</p>	<p>Records</p>	<p>The Broker shall submit all reports on as required by the RFP requirements.</p> <p>Failure to submit timely information as required by the RFP is subject to \$500.00 damages per each occurrence and \$100.00 each day of non-compliance.</p>

		A VPR will be written documenting the vendor's performance. This may result in a below standard VPR.
<p>Deliverable E</p> <p>The outgoing Broker shall ensure an efficient transition of Broker's responsibilities to an incoming Broker at the time of the Broker's contract cancellation, termination, suspension, subrogation, assignment, or expiration.</p>	Exchange of beneficiary data	<p>The Broker must provide the incoming Broker with complete beneficiary data that was used by the Broker during the last six (6) months of the operation. Failure to provide complete beneficiary data is subject to \$20,000.00 damages per each occurrence and \$1,000.00 for each day of non-compliance. The maximum damage is \$50,000.00. A VPR will be written documenting the vendor's performance. This may result in a below standard VPR.</p>
<p>Deliverable E</p> <p>The outgoing Broker shall ensure an efficient transition of Broker's responsibilities to an incoming Broker at the time of the Broker's contract cancellation, termination, suspension, subrogation, assignment, or expiration.</p>	Exchange of provider agreements	<p>The Broker must provide the incoming Broker with complete provider agreements that were used by the Broker during the last six (6) months of the operation. Failure to provide complete provider agreements is subject to \$20,000.00 damages per each occurrence and \$1,000.00 for each day of non-compliance. The maximum damage is \$50,000.00. A VPR will be written documenting the vendor's performance. This may result in a below standard VPR.</p>
<p>Deliverable E</p> <p>The outgoing Broker shall ensure an efficient transition of Broker's responsibilities to an incoming Broker at the time of the Broker's contract cancellation, termination, suspension, subrogation, assignment, or expiration.</p>	Exchange of historical trip information	<p>The Broker must provide the incoming Broker with complete provider agreements that were used by the Broker during the last six (6) months of the operation. Failure to provide complete historical trip information is subject to \$20,000.00 damages per each occurrence and \$1,000.00 for each day of non-compliance. The maximum damage is \$50,000.00. A VPR will be written documenting the vendor's performance. This may result in a below standard VPR.</p>
<p>Deliverable F</p> <p>The Broker shall comply with all other program requirement not specifically mentioned in the Deliverables A, B, C, D, and E.</p>	Program requirements included in the RFP.	<p>The Broker shall comply with all other program requirements not specifically mentioned in the Deliverables A, B, C, D, and E. Failure to meet all other program requirements not specifically mentioned in the Deliverables A, B, C, D, and E is subject to \$500.00 damages per each occurrence, and \$100.00 per each day of non-compliance.</p>

		A VPR will be written documenting the vendor's performance This may result in a below standard VPR.
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SECTION 3 – CRITERIA FOR SELECTION

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

3.1 TECHNICAL PROPOSAL SCORE

- A. OSP will review each *Technical Proposal Packet* to verify submission Requirements have been met. *Technical Proposals Packets* that do not meet submission Requirements **shall** be disqualified and **shall not** be evaluated.
- B. An agency-appointed Evaluation Committee will evaluate and score qualifying Technical Proposals. Evaluation will be based on vendor's response to the *Information for Evaluation* section included in the *Technical Proposal Packet*. Other agencies, consultants, and experts may also examine documents at the discretion of the Agency. Members of the Evaluation Committee will individually review and evaluate proposals and complete an individual score worksheet for each proposal. After initial individual evaluations are complete, the Evaluation Committee members will meet to discuss their individual ratings. At this consensus scoring meeting, each member will be afforded an opportunity to discuss his or her rating for each evaluation criteria. After committee members have had an opportunity to discuss their individual scores with the group, the individual committee members will be given the opportunity to change their initial individual scores, if they feel that is appropriate. The final individual scores of the evaluators will be recorded on the consensus score sheets and averaged to determine the group or consensus score for each proposal.
- C. The *Information for Evaluation* section has been divided into sub-sections.
1. In each sub-section, items/questions have each been assigned a maximum point value of five (5) points. The total point value for each sub-section is reflected in the table below as the Maximum Raw Score Possible.
 2. The agency has assigned Weighted Percentages to each sub-section according to its significance.

Information for Evaluation Sub-Sections	Maximum Raw Points Possible	Sub-Section's Weighted Percentage	* Maximum Weighted Score Possible
E. 1 Organizational Overview (Chart)	5	5%	35
E. 2 Executive Summary	5	5%	35
E. 3 Qualifications and Experience	15	30%	210
E. 4 Performance Capabilities	35	30%	210
E. 5 Quality Assurance Plan	15	20%	140
E. 6 Financial Disclosure	5	10%	70
Totals	80	100.0%	700

*Sub-Section's Percentage Weight x Total Weighted Score = Maximum Weighted Score Possible for the sub-section.

- D. The vendor's weighted score for each sub-section will be determined using the following formula:

$$(A/B) \times C = D$$

A = Actual Raw Points received for sub-section in evaluation
 B = Maximum Raw Points possible for sub-section
 C = Maximum Weighted Score possible for sub-section
 D = Weighted Score received for sub-section

- E. Vendor's weighted scores for sub-sections will be added to determine the Total Technical Score for the Proposal.

- F. Technical Proposals that **do not** receive a minimum weighted score of **300** may not move forward in the solicitation process. The pricing for proposals which do not move forward **shall** remain sealed and **shall not** be scored.

3.2 **COST SCORE**

- A. When pricing is opened for scoring, the maximum amount of cost points will be given to the vendor with the lowest cost for Pop 1, and Pop 2 and 3, per region, as shown on the Official Bid Price Sheet. (See *Grand Total Score* for maximum points possible for cost score.)
- B. The amount of cost points given to the remaining vendors will be allocated by using the following formula:

$$(A/B)*(C) = D$$

A = Lowest Total Cost
 B = Second (third, fourth, etc.) Lowest Total Cost
 C = Maximum Points for Lowest Total Cost
 D = Total Cost Points Received

3.3 **GRAND TOTAL SCORE**

The Technical Score and Cost Score will be added together to determine the Grand Total Score for the vendor. The vendor with the highest Grand Total Score will be selected as the apparent successful vendor. (See *Award Process*.)

	Maximum Points Possible
Technical Proposal	700
Cost	300
Maximum Possible Grand Total Score	1000

Financial Disclosure

Dun and Bradstreet rating will be evaluated in accordance with score points schedule as listed below:

SQR Risk Score	Points Assigned
1	5.0
2	4.0
3	3.0
4	2.0
5	1.0
6	0

3.4 **VENDOR ACCEPTANCE OF EVALUATION TECHNIQUE**

- A. Vendor **must** agree to all evaluation processes and procedures as defined in this solicitation.
- B. The submission of a *Technical Proposal Packet* **shall** signify the vendor's understanding and agreement that subjective judgments **shall** be made during the evaluation and scoring of the Technical Proposals.

SECTION 4 – GENERAL CONTRACTUAL REQUIREMENTS

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

4.1 PAYMENT AND INVOICE PROVISIONS

- A. All invoices **shall** be forwarded to:

Department of Human Services
Division of Medical Services
P. O. Box 1437, Slot S-416
Little Rock, Arkansas 72203

- 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.
- F. Other sections of this *Bid Solicitation* may contain additional Requirements for invoicing.
- G. 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>.

4.2 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.

4.3 **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.
- A. 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.

4.4 **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 Claims Commission as provided by Arkansas law, and **shall** be governed accordingly.

4.5 **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.

4.6 **PRICE ESCALATION**

- A. Price increases will be considered at the time of contract renewal.
- B. The vendor **must** provide to OSP a written request for the price increase. The request **must** include supporting documentation demonstrating that the increase in contract price is based on an increase in market price. OSP **shall** have the right to require additional information pertaining to the requested increase.
- C. Increases **shall not** be considered to increase profit or margins.
- D. OSP **shall** have the right to approve or deny the request.

4.7 **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.

4.8 **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.

4.9 **CANCELLATION**

- A. In the event the State no longer needs the service or commodity specified in the contract or purchase order due to program changes, changes in laws, rules, or regulations, relocation of offices, or lack of appropriated funding. The State **shall** give the vendor written notice of cancellation, specifying the terms and the effective date of contract termination. The effective date of termination **shall** be 30 days from the date of notification, unless a longer timeframe is specified in the notification.
- B. Upon default of a vendor, the State **shall** agree to pay only sums due for goods and services received and accepted up to cancellation of the contract.

4.10 **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.

SECTION 5 – 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 Proposal Packets **must** be submitted to the Office of State Procurement on or before the date and time specified for bid opening. The Proposal 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 proposals **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. Vendor **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 vendor to supply additional descriptive material. The vendor **shall** guarantee that the product offered will meet or exceed specifications identified in this *Bid Solicitation*. Vendors 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 vendor 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 vendor **shall** further guarantee that if the items furnished hereunder are to be installed by the vendor, such items **shall** function properly when installed. The vendor **shall** guarantee that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The vendor'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 vendor'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 vendor's expense. After reasonable examination, all demonstrators will be returned at vendor'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 vendor.
10. **AMENDMENTS:** Vendor's proposals 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 vendor. 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 vendor.
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 vendor 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 vendor.

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 vendors 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. Vendor **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. **OTHER REMEDIES:** In addition to the remedies outlined herein, the contractor and the State **shall** have the right to pursue any other remedy permitted by law or in equity.
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 vendor 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 vendor agrees that: (a) the vendor **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 vendor **shall** state that all qualified applicants **shall** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the vendor 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 vendor 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 vendor **shall** include the provisions of above items (a) through (d) in every subcontract so that such provisions **shall** be binding upon such subcontractor or vendor.
25. **CONTINGENT FEE:** The vendor 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 vendor for the purpose of securing business.
26. **ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this solicitation, the vendor named on the *Proposal 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.