



# STATE OF ARKANSAS

Department of Human Services

Office of Procurement

700 Main Street

Little Rock, Arkansas 72201

## INVITATION FOR BID

### BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Bid Number:	710-25-049	Solicitation Issued:	June 5, 2025
Description:	Non-Emergency Medical Transportation Services		
Agency:	Department of Human Services, Division of Medical Services		

SUBMISSION DEADLINE			
Bid Submission Date/Time	July <del>22</del> , 2025, 10:00 a.m. Central Time	Bid Opening Date/Time:	July <del>27</del> , 2025, 11:00 a.m. Central Time
<p>Bids <b>shall not</b> be accepted after the designated bid submission date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit proposals at the designated location on or before the bid submission date and time. Bids received after the designated bid submission date and time <b>shall</b> be considered late and <b>shall</b> be returned to the vendor without further review. It is not necessary to return "no bids" to the Office of Procurement.</p>			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address:	Arkansas Department of Human Services Attn: Office of Procurement 700 Main Street Little Rock, AR 72201
United States mail (USPS):	<i><b>Note: Hand delivered responses must be delivered directly to the security desk at 700 Main Street and logged by the security desk prior to the bid submission deadline to be accepted otherwise these deliveries will not be accepted and may be disqualified. Receipts for submissions will NOT be issued to bidders.</b></i>
Commercial Carrier (UPS, FedEx or USPS Exp):	Arkansas Department of Human Services Attn: Office of Procurement P.O. Box 1437 Slot W345 Little Rock, AR 72203-1437
	Arkansas Department of Human Services Attn: Office of Procurement 112 West 8 <sup>th</sup> Street, Slot W345 Little Rock, AR 72201
	Delivery providers, USPS, UPS, and FedEx deliver mail to OP's street address on a schedule determined by each individual provider. These providers will deliver to OP based solely on the street address. <b>Prospective Contractors assume all risk for timely, properly submitted deliveries.</b>
Bid's Outer Packaging:	If the bid packet is not sealed and properly marked with the below information, the package may be opened for bid identification purposes.  • Bid number • Date and time of bid opening • Prospective Contractor's name and return address

OFFICE OF PROCUREMENT CONTACT INFORMATION			
OP Buyer:	Ian Cunningham	Buyer's Direct Phone Number:	501-682-0120
Email Address:	<a href="mailto:DHS.OP.Solicitations@dhs.arkansas.gov">DHS.OP.Solicitations@dhs.arkansas.gov</a>	DHS Main Number:	501-682-1001
DHS Website:	<a href="#">DHS Procurement Announcements</a>		
OSP Website:	<a href="#">OSP Bid Opportunities</a>		

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

### **1.1 PURPOSE**

This Invitation for Bid (IFB) is issued by the Office of Procurement (OP) for the Arkansas Department of Human Services (DHS), Division of Medical Services (DMS) to obtain pricing and contracts in each region of the State for the Non-Emergency Transportation (NET) Waiver Program services, including transportation to Early Intervention Day Treatment (EIDT) and Adult Developmental Day Treatment facilities (ADDT). Unless explicitly excluded, all provisions apply to all forms of transportation, including what was formerly known as Day Treatment Transportation (DTT).

### **1.2 INTERGOVERNMENTAL/COOPERATIVE USE OF PROPOSAL AND CONTRACT (NON-NEGOTIABLE)**

According to Ark. Code Ann. § 19-11-249, this proposal and any resulting contract may be available to any State Agency or Institution of Higher Education that wishes to utilize the services of the selected Contractor. Upon agreement by the parties, they may enter into an agreement as provided in this solicitation.

### **1.3 TYPE OF CONTRACT**

- A. A Term contract will be awarded to a single vendor per region. (See *Figure A* Map of Regions on page 19).
- B. Any resultant contract of this *Bid Solicitation* shall be subject to State approval processes which may include Legislative review.
- C. The term of this contract shall be for one (1) year. The anticipated starting date for the contract is November 1, 2025. Upon agreement by the vendor and agency the contract may be renewed by the Office of Procurement (OP) on a year-to-year basis, for up to six (6) additional one-year terms or a portion thereof, not to exceed a total aggregate contract term of seven (7) years.

### **1.4 ISSUING AGENCY**

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

### **1.5 BID OPENING LOCATION**

Bids submitted by the opening date and time will be opened via video conference. DHS will publish a link to the live bid opening on the DHS website for public access. Individuals will not be permitted to attend in-person. If the bid opening cannot be held as scheduled due to technical or other issues, DHS will publish an updated schedule and video conference link on the [DHS website](#).

### **1.6 DEFINITION OF REQUIREMENT**

- A. The words "**must**" and "**shall**" signify a Requirement of this solicitation and that Vendor's agreement to and compliance with that item is mandatory.
- B. Exceptions taken to any Requirement in this *Bid Solicitation*, whether submitted in the vendor's bid or in subsequent correspondence, **shall** cause the Vendor's bid to be disqualified.
- C. **The terms and conditions set out herein are non-negotiable and will be transferred to the contract as written.** Contractor acknowledges its acceptance and agreement to these terms and conditions through submission of its proposal. Any attempt by the Contractor to reserve the right to alter or amend the terms and conditions via negotiation will be treated as an impermissible exception that may result in the rejection of the Contractor's proposal

### **1.7 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," "vendor," "contractor," "offeror," and "Broker" are used synonymously in this document.
- C. The terms "Invitation for Bid", "IFB" and "Bid Solicitation" are used synonymously in this document.

D. Definitions:

Medically Frail	Someone who needs assistance with activities of daily living (ADL) and also could need access to long term services and support or home and community-based services.  Identified in the MMIS system by the benefit plan FRAIL or ABP.
Broker	An individual or business entity submitting a response to this IFB. The awarded broker may be the provider of transportation services or may sub-contract to a transportation 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.
Encounter Claim	The basic unit of service used in accumulating utilization data and/or face-to-face contact between a patient and provider resulting in a service to a patient, this can include transportation services.
Encounter Data	The record of the number and types of services rendered to patients during a specific time period.
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.
Project Manager	The Contractor employee that is responsible for Contract oversight and management.
Non-Emergency Medical Transportation (NET)	Those services specified in the Arkansas State Plan that are needed to assist Beneficiaries who are not experiencing a medical emergency in accessing medically necessary services.
Service Area	The geographic area or region derived from the seventy-five (75) counties from which Beneficiaries <b>shall</b> be transported. Plus, all areas to which such Beneficiaries <b>shall</b> 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, receiving and addressing complaints, and answering general questions of callers.
Data Book	Data that represents the Beneficiary and service utilization from a historical perspective.

Actuarially Sound Rates	Capitation rates that are designed to cover all anticipated costs, including medical expenses, administrative overhead, and a reasonable profit, for a given period and population. These rates are determined through actuarial calculations that take into account various factors like enrollment, utilization, frequency of transportation, and cost projections. Title 42 CFR 438.6(c) requires that capitation rates paid by the state <b>must</b> be certified as actuarially sound.
Maltreatment Reporting Mandate	Any driver, agent, employee, or contractor/sub-contractor providing transportation services under this contract who has a suspicion that an endangered person or an impaired person has been subjected to conditions or circumstances that constitute child maltreatment, adult maltreatment, or long-term care facility resident maltreatment <b>shall</b> immediately report or cause a report to be completed.
PMPM	Per Member Per Month (PMPM) is a financial model where a fixed amount is allocated per Beneficiary each month.
CMS	CMS means the U.S. Department of Health and Human Services Center for Medicare and Medicaid Services. CMS is the federal agency with oversight of the Medicaid program.
Beneficiary	Beneficiary means a Medicaid Beneficiary who is eligible to be enrolled in the Non-Emergency Medical Transportation (NET) services program and is auto assigned to the Broker.
HHS	HHS means the U.S. Department of Health and Human Services.
Large Print	Large Print means printed in a font size no smaller than 18 point.
Limited English Proficient (LEP)	Limited English Proficient (LEP) means Beneficiaries who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English.
Medical Loss Ratio (MLR)	Medical Loss Ratio (MLR) <b>shall</b> have the same meaning as under 42 CFR § 438.8.
MCFU	MFCU means the Arkansas Attorney General Office's Medicaid Fraud Control Unit.
OMIG	OMIG means the Arkansas Office of the Medicaid Inspector General.
Prevalent Language	Prevalent Language means a non-English language determined to be spoken by a significant number or percentage of Beneficiaries that are limited English proficient.
Readily Accessible	Readily Accessible means electronic information and NET services which comply with modern accessibility standards such as Section 508 guidelines, Section 504 of the Rehabilitation Act, and W3C's Web Content Accessibility Guidelines (WCAG) 2.0 AA and successor versions.

**1.8 RESPONSE DOCUMENTS**

**A. Bid Response Packet**

1. An official authorized to bind the Vendor(s) to a resultant contract **must** sign the *Bid Signature Page*.

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

**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, in a single PDF file.
3. The *Official Bid Price Sheet*, including the hard copy and electronic copy, **must** be separately sealed from the *Bid Response Packet* and should be clearly marked as "Pricing." Vendor **must** not include any pricing in the hard copies or electronic copies of the *Bid Response Packet*.

### 1.9 AGREEMENT AND COMPLIANCE PAGE

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

### 1.10 CLARIFICATION OF BID SOLICITATION

- A. Contractor may submit written questions requesting clarification of information contained in this *Bid Solicitation*. Written questions should be submitted by 4:00 p.m., Central Time on June 12, 2025. Submit written questions by email to the buyer as shown on page one (1) of this *Bid Solicitation*.
- B. The attached response template (*Attachment B*) **must** be used for submission of all written questions. All questions should include the information specified in the response template. Written questions submitted in a different format may not be answered by DHS.
- C. Contractor's written questions will be consolidated and responded to by the State. The State's consolidated written response is anticipated to be posted to the OP website by the close of business on June 20, 2025.
- D. Answers to verbal questions may be given as a matter of courtesy and **must** be evaluated at contractor's risk.

### 1.11 SUBCONTRACTORS

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

C. The utilization of any proposed subcontractor is subject to approval by the State agency.

#### 1.12 PRICING

- A. Vendor(s) **must** include all pricing on the Official Bid Price Sheet(s) only. Any cost not identified by the successful vendor but subsequently incurred in order to achieve successful operation **shall** be borne by the vendor. The *Official Bid Price Sheet* is provided in the Bid Response Packet.
- B. A justification of prices quoted should be attached to the *Official Bid Price Sheet*.
- C. To allow time to evaluate bids, prices **must** be valid for one hundred twenty (120) days following the bid opening.
- D. Failure to complete and submit the *Official Bid Price Sheet* **shall** result in disqualification.
- E. All bid pricing **must** be in United States dollars and cents.
- F. The Official Bid Price Sheet may be reproduced as needed.

#### 1.13 PRIME CONTRACTOR RESPONSIBILITY

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

#### 1.14 INDEPENDENT PRICE DETERMINATION

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

#### 1.15 PROPRIETARY INFORMATION (NON-NEGOTIABLE)

- A. Submission documents pertaining to this *Bid Solicitation* become the property of the State and are subject to the Arkansas Freedom of Information Act (FOIA).
- B. In accordance with FOIA, all public records **shall** be open to inspection unless specifically exempted from disclosure. In the interest of promoting maximum competition in the State competitive bidding process, the State may maintain the confidentiality of certain types of information described in FOIA. Such information may be exempted from the Public Records Act pursuant to FOIA.
- C. Prospective Contractor may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under FOIA and any other applicable law by submitting a redacted copy of the response. By redacting any information contained in the response, the Contractor warrants that it has formed a good faith opinion having received such necessary or proper review by counsel and other knowledgeable advisors that the portions redacted are exempt from disclosure pursuant to Ark. Code Ann. § 25-19-105(b). The Arkansas FOIA has a presumption of openness. It is to be liberally interpreted, and exemptions are to be narrowly construed. For each redaction, Contractor **must** provide detailed justification as to how disclosure of the redacted information would give advantage to competitors. As custodian of the records, the State has the legal authority to review redactions to determine whether each are specifically and sufficiently justified to retain redaction prior to release. **Evidence that demonstrates that the Contractor meets the minimum qualifications of this RFP must be minimally redacted.**

- D. **Under no circumstances will pricing information be designated as confidential.**
- E. One (1) complete electronic 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. Do not submit documents via e-mail or fax.
- F. 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. The Prospective Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
- G. The redacted copy will be open to public inspection under FOIA without further notice to the Prospective Contractor.
- H. If a redacted copy of the submission documents is not provided with Prospective Contractor's *Bid Response Packet*, a copy of the non-redacted documents, with the exception of financial data (other than pricing), will be released in response to any request made under FOIA.
- I. The State will release any redacted information deemed to be subject to FOIA; the State will **not** contact the Prospective Contractor prior to the release of documents.
- J. The State has no liability to a Prospective Contractor with respect to the disclosure of Prospective Contractor's confidential information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.

#### 1.16 CAUTION TO VENDORS

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

#### 1.17 REQUIREMENT OF ADDENDUM

- A. This *Bid Solicitation* **shall** be modified only by an addendum written and authorized by OP.
- B. An addendum posted within three (3) calendar days prior to the bid opening **shall** extend the bid opening and may or may not include changes to the Bid Solicitation.
- C. The vendor **shall** be responsible for checking the websites listed on page one (1) for any and all addenda up to bid opening. <sup>(b)(3)</sup>

**1.18 AWARD PROCESS****A. Vendor Selection**

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

**B. Negotiations**

1. If the State so chooses, negotiations may be conducted with the lowest responsive bidder. Negotiations, including the items to be discussed or negotiated, are conducted at the sole discretion of the State.
2. If negotiations fail to result in a contract, the State may begin the negotiation process with the next lowest responsive bidder. The negotiation process may be repeated until the lowest responsive vendor has been determined, or until such time the State decides not to move forward with an award.

**C. Anticipation to Award**

1. Once an anticipated successful vendor has been determined, the anticipated award will be posted on the websites listed on page one (1) of this IFB.
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 (14) day posting period.
3. OP **shall** have the right to waive the policy of Anticipation to Award when it is in the best interest of the State.
4. It is the vendor's responsibility to check the above referenced websites for the posting of an anticipated award.

**D. Issuance of Contract**

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

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

- A. A minority-owned business is defined by Arkansas Code Annotated § 15-4-303 as a business that is at least fifty-one percent (51%) owned by a lawful permanent resident of this State who is:
- African American
  - American Indian
  - Asian American
  - Hispanic American
  - Pacific Islander American
  - A Service-disabled Veteran as designated by the United States Department of Veterans Affairs
- B. A woman-owned business is defined by Arkansas Code Annotated § 15-4-303(9) as a business that is at least fifty-one percent (51%) owned by one (1) or more women who are lawful permanent residents of this State.



- C. The Arkansas Economic Development Commission conducts a certification process for minority-owned and women-owned businesses. If certified, the Prospective Contractor's Certification Number should be included on the *Bid Signature Page*.

#### 1.20 EQUAL EMPLOYMENT OPPORTUNITY POLICY

- A. In compliance with Arkansas Code Annotated § 19-11-104, the State is required to have a copy of the anticipated Contractor's *Equal Opportunity (EO) Policy* prior to issuing a contract award.
- B. EO Policies should be included as a hardcopy accompanying the solicitation response.
- C. The submission of an *EO Policy* to the OP 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.

#### 1.21 COMBINED CERTIFICATIONS

- A. Pursuant to Arkansas law, a Contractor **must** certify they are not a Scrutinized Company and they do not currently and **shall not** for the aggregate term of any resulting contract:
  - 1. Boycott Israel. See Arkansas Code Annotated § 25-1-503.
  - 2. Knowingly employ or contract with illegal immigrants. See Arkansas Code Annotated § 19-11-105.
  - 3. Boycott Energy, Fossil Fuel, Firearms, and Ammunition Industries. See Arkansas Code Annotated § 25-1-1102.
  - 4. Employ a Scrutinized Company as a subcontractor. See Arkansas Code Annotated § 25-1-1203.
- B. Contractor **shall** sign and submit Combined Certifications (Attachment H) for Contracting with the State of Arkansas.

#### 1.22 PAST PERFORMANCE

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

#### 1.23 TECHNOLOGY ACCESS

- A. When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Prospective Contractor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that technology meets the statutory requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2019 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, as it existed on January 1, 2019 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.
- B. Accordingly, the Prospective Contractor expressly represents and warrants to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) for 36 C.F.R. § 1194.21, as it existed on January 1, 2019 (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., 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., if equivalent access is not reasonably available, then individuals who are blind or visually impaired **shall** be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2013.
- E. If the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.

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

The respondent’s solution **must** comply with the state’s shared Technical Architecture Program which is a set of policies and standards that can be viewed at [Policies & Standards - Arkansas Department of Transformation and Shared Services](#). Only those standards which are fully promulgated or have been approved by the Governor’s Office apply to this solution.

**1.25 PUBLICITY**

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

**1.26 RESERVATION**

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

**1.27 DATA LOCATION (NON\_NEGOTIABLE)**

Contractor **shall** under no circumstances allow Arkansas data to be relocated, transmitted, hosted, accessed, or stored outside the continental United States in connection with any services provided under this contract entered into under this IFB, either directly by the Contractor or by its subcontractors [or transportation providers](#).

**1.28 SCHEDULE OF EVENTS**

Public Notice of IFB	June 5, 2025
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Deadline for Receipt of Written Questions	June 12, 2025
Response to Written Questions, On or About	June 20, 2025
<a href="#">Deadline for Receipt of Additional Written Questions</a>	<a href="#">June 26, 2025</a>
<a href="#">Response to Additional Written Questions, On or About</a>	<a href="#">June 30, 2025</a>
Date and Time for Bid Submission	July 7 <del>2</del> , 2025, 10:00 a.m. CT
Date and Time for Bid Opening	July 7 <del>2</del> , 2025, 11:00 a.m. CT
Intent to Award Announced, On or About	July 18, 2025
Contract Start (Subject to State Approval)	November 1, 2025

**1.29 STATE HOLIDAYS**

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

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

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

## **SECTION 2 – MINIMUM REQUIREMENTS**

### **2.1 INTRODUCTION**

This Invitation for Bid (IFB) is issued by the Department of Human Services (DHS), Division of Medical Services (DMS) and the Division of Developmental Disabilities Services (DDS) to obtain pricing and a contract(s) for the Non-Emergency Transportation (NET) Waiver Program services, including transportation to Early Intervention Day Treatment (EIDT) and Adult Developmental Day Treatment (ADDT) facilities, for eligible Medicaid Beneficiaries through a single transportation Broker for each pre-established NET region. The highest emphasis **shall** be placed on safety of passengers.

To manage this Contract, each Broker **must** provide a project director and staff to ensure responsibility for the management and daily operations of the services, including on-going safety training and refresher training for vehicle operators, investigation of all accidents, and provision of adequate road supervision to monitor daily on-the-street operations. Services include, but are not limited to:

- Provision to eligible Beneficiaries of safe and appropriate transportation by a prime contractor or by assignment of the trip to a subcontractor.
- Compliance with program and Contract requirements.
- Provision of an efficient reservation and trip assignment process.
- Recruitment, training and negotiation with drivers or subcontractors as transportation providers, as applicable.
- Submission of accurate and timely encounter (trip) data.
- Assurance of quality services.
- Provision of administrative oversight and reporting.
- Establishment of a system to receive Beneficiary requests for transportation that at a minimum includes a helpline for scheduling rides.

The Broker **shall** provide the following without limitation:

- Procedures for oversight of daily operation.
- Trip scheduling and dispatch capabilities. Scheduling and dispatch **must** utilize a call in system but may also use web based or application-based scheduling systems.
- Data collection and reporting procedures.
- A disaster recovery plan, contingency plans, and ability to provide services in the event of unforeseen circumstances.
- Technology requirements as specified in Section 2.31 .
- All reports as required by this IFB.
- Submission of any required documents for various service processes for DHS review and approval prior to implementation.

Unless explicitly excluded, all provisions apply to all forms of transportation, including what was formerly known as DTT.

## 2.2 MINIMUM QUALIFICATIONS

- A. The Contractor **must** be registered to do business in the State of Arkansas and in good standing by the initial start of any resulting Contract. For verification purposes, Contractor **must** provide a [Certificate of Good Standing](#), [Certificate of Authority](#), other required [Arkansas Secretary of State](#) documentation such as non-filing or nonqualifying statements, upon DHS request.
- B. The Broker **shall** have a minimum of five (5) years of experience in non-emergency medical transportation. Subcontractor experience **shall not** substitute for Broker experience. For verification purposes, the Broker **must** complete Attachment I Client History Form.
- C. The Broker **shall** submit job descriptions of staff proposed to fill the following required positions:
- Project Director
  - Safety Officer
  - Quality Assurance Manager
  - Investigator for issues such as, but not limited to, complaints, vehicle safety, or eligibility questions.
  - Trainer
1. A single staff member **shall** not serve in more than two (2) of these designated roles.
  2. For verification purposes, the Broker **must** complete Attachment I Client History Form.
- D. The Broker expressly agrees and acknowledges that if the Broker cancels, defaults, or otherwise abandons their contract prior to expiration, the Broker **shall not** be eligible to bid on an Arkansas Department of Human Services (DHS) NET procurement in that region until the next bid opportunity or for twenty-four (24) months, whichever is later.
1. Broker's signature on page three (3) of the BID Response Packet **shall** certify Broker's compliance with this minimum qualification.
- E. Broker **shall** provide written assurance to DHS that all vehicles used for Beneficiary transport will be in compliance with all requirements of the Arkansas Transportation Department for Arkansas Intrastate Renewal, as well as the vehicle safety requirements set out in this IFB, prior to award and upon any contract renewal periods. For verification purposes, Prospective Contractor **shall** complete and sign the Statement of Attestation on page 5 of the response packet.
- F. Broker **must** be bondable. For verification purposes the Prospective Contractor **shall** submit a Letter of Bondability from an admitted Surety Insurer with bid submission. The letter **must** unconditionally offer to guarantee, to the extent of one hundred percent (100%) of the annual contract price, the Prospective Contractor's performance in all respects of the terms and conditions of this IFB and the resultant contract. The Prospective Contractor **shall** be required to provide DHS with the Performance Bond described in this section upon contract start.

~~— Broker **must** have the capability to meet the ARDHS OIT Standard IT Requirements. For verification purposes, the Prospective Contractor **shall** include the completed Attachment J: ARDHS OIT Standard IT Requirements with bid submission.~~

- ~~1. If a Prospective Contractor responds with "Does Not Apply" to a requirement in Attachment J, the Prospective Contractor **shall** add an explanation in the Comments column.~~

## 2.3 GENERAL PROGRAM REQUIREMENTS

- A. The Broker **shall** manage the overall, day-to-day operations of providing safe and timely non-emergency transportation for Medicaid Beneficiaries residing in the Broker's awarded region(s) (see *Figure A: Map of Regions* below) to and from scheduled appointments for Medicaid paid services. Operations include but are not limited to, the following:

1. Provide flyers in vehicles with 800 number and website regarding availability of NET services.
  2. Verify Beneficiary eligibility.
  3. Assess the need for NET services and determining the most appropriate transportation, including special transport for medically frail Beneficiaries or Beneficiaries with physical, intellectual, or developmental disabilities.
  4. Provide an efficient reservation system for Beneficiaries.
  5. Provide dispatch for transportation services or assigning the trip to a subcontractor.
  6. Collect service, personnel, and vehicle data and provide reporting on such.
  7. Establish a disaster recovery plan and a contingency plan for providing services in the event of unforeseen circumstances.
  8. Enforce processes and procedures to ensure safe, efficient, quality service and compliance with contractual and Medicaid requirements.
  9. Establish a central, non-residential business office within the State of Arkansas.
  10. Conduct annual and on-going safety training for all vehicle operators.
  11. Oversee all facets of scheduling, transport, safety, record-keeping, and reporting as required by this IFB and the resultant Contract.
  12. Monitor and maintain staffing levels, including sufficient numbers of vehicle operators and attendants who have been appropriately trained.
  13. Ensure compliance with screening procedures prior to hiring prospective vehicle operator.
  14. Ensure upkeep of vehicles with preventative maintenance and repairs.
  15. Execute regular safety audits, both announced and unannounced.
  16. Investigate all incidents and accidents and reporting those to the DHS NET Monitoring Contractor and DHS within the specified timeframe and in the format prescribed by the NET Monitoring Contractor.
  17. Providing required reporting to DHS.
- B. The Broker **shall not** receive any type of co-payment or set any kind of mileage caps.
- C. The Broker may operate as a sole provider, or as the prime contractor/broker with subcontractors as transportation providers as part of their network, as long as NET services remain sufficient to provide quality services for all qualified Beneficiaries residing in the region(s) served by the Broker.
- D. Hours of Operation
1. The Broker **shall** establish a duly licensed, non-residential business office that is open, at a minimum, from the hours of 8:00 a.m. until 5:00 p.m. Central Time, Monday through Friday, except on days recognized as State holidays.
  2. The Broker **shall** maintain call center scheduling services, at a minimum, for the above referenced days and times, and while transportation services are in progress (i.e., from time of first pick-up until time of last drop-off for the day).
  3. NET services **shall** be provided on Saturday from 8:00 a.m. until 5:00 p.m. for Beneficiaries receiving:

- a. Dialysis
  - b. Chemotherapy
  - c. Radiation
- E. If not operating as a sole provider, the Broker **shall** establish a network of subcontractors and transportation providers sufficient to provide adequate quality non-emergency services to all Beneficiaries in the region(s) served by the Broker.
- F. The Broker, and its subcontractors and transportation providers, **shall** comply with applicable Centers for Disease Control (CDC) guidelines regarding communicable diseases for non-emergency transportation service providers.
- G. Prohibited Affiliations
1. The Broker **shall not** knowingly have a relationship of the type described in 2.3.G.3 below with the following:
    - a. An individual or entity that is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549.
    - b. An individual or entity who is an affiliate, as defined in the Federal Acquisition Regulation at 48 CFR § 2.101, of a person described in 2.3.G.1.a above.
  2. The Broker **shall not** have a relationship with an individual or entity that is excluded from participation in any Federal health care program under Section 1128 or 1128A of the Social Security Act.
  3. The relationships described in 2.3.G.1 above are as follows:
    - a. A director, officer, or partner of the Broker.
    - b. A subcontractor of the Broker, as governed by 42 CFR § 438.230.
    - c. A person with beneficial ownership of five percent (5%) or more of the Broker's equity or one of the Broker's subcontractor's equity.
    - d. A subcontractor or person with an employment, consulting, or other arrangement with the Broker for the provision of items and NET services that are significant and material to the Broker's obligations under its Agreement with DHS.
  4. The Broker **shall** disclose any actual, apparent, or potentially prohibited affiliations regardless of their own opinion that such an actual, apparent, or potentially prohibited affiliation exists. If DHS finds that the Broker is not in compliance with any term set forth regarding Prohibited Affiliations, DHS:
    - a. Shall notify the Administrator of CMS of the noncompliance.
    - b. May not continue an existing agreement with the Broker unless the Secretary directs otherwise; and
    - c. May not renew or otherwise extend the duration of an existing agreement with the Broker unless the Secretary provides to DHS and to Congress a written statement describing compelling reasons that exist for renewing or extending the agreement despite the prohibited affiliations.

5. Information in this section (2.3) **shall not** be construed to limit or otherwise affect any remedies available to the U.S. under sections 1128, 1128A, or 1128B of the Social Security Act.
6. Any action by the CMS Administrator described in this Section is taken in consultation with the HHS Inspector General.

H. The Broker and its transportation providers shall ensure that Beneficiaries transported to or from ADDT or EIDT facilities are not riding with under Beneficiaries receiving other traditional NET transportation services are not transported in the same vehicle at the same time as those under ADDT and/or EIDT. The same vehicles may be utilized to transport Beneficiaries under traditional NET as those under traveling to or from an ADDT and/or EIDT facility, but due to the vulnerability of the ADDT and EIDT Beneficiaries, they must be transported on separate trips from traditional NET beneficiaries clients.

## 2.4 PROGRAM ADMINISTRATION

- A. The Broker **shall** establish policies and procedures to govern all facets of operation and **shall** require strict compliance from all personnel, including any subcontractor personnel.
  1. The Broker **shall** make all policies and procedures available to DHS upon request by providing electronic documentation within one (1) business day of request.
- B. Subcontractors
  1. Notwithstanding any relationship(s) the Broker may have with any subcontractor or transportation provider, the Broker **shall** maintain ultimate responsibility for adhering to and otherwise fully complying with all terms and conditions of its Agreement with DHS and any applicable Federal or State statutes or regulations; and all contracts or written arrangements between the Broker and any subcontractor **must** meet the requirements of this IFB.
  2. Each contract or written arrangement described **must** specify that:
    - a. If any of the Broker's activities or obligations under its Agreement with DHS are delegated to a subcontractor:
      - i. The subcontractor agrees to perform the delegated activities and reporting responsibilities specified in compliance with the Broker's obligations under the Agreement.
      - ii. The subcontractor agrees to comply with all applicable Medicaid laws and regulations, both Federal and State, including applicable sub-regulatory guidance and contract provisions.
      - iii. The subcontractor agrees that DHS, OMIG, MFCU, CMS, the HHS Inspector General, the U.S. Comptroller General, or their designees have the right to audit, evaluate, and inspect any books, records, contracts, computer, or other electronic systems of the subcontractor, or of the subcontractor's contractor, that pertain to any aspect of NET services and activities performed, or determination or amounts payable under the Broker's Contract with DHS.
    - b. The subcontractor **shall** make available, for purposes of an audit, evaluation, or inspection under the Agreement, its premises, physical facilities, equipment, books, records, contracts, computer, or other electronic systems relating to its Medicaid Beneficiaries.



- c. The right to audit pursuant to this Agreement will exist through ten (10) years from the final date of the Agreement period or from the date of completion of any audit started within that time period, whichever is later.
3. If DHS, OMIG, MFCU, CMS, or the HHS Inspector General determines that there is a reasonable possibility of fraud or similar risk, the State, CMS, or the HHS Inspector General may inspect, evaluate, and audit the subcontractor at any time.
- C. The Broker's central business office **shall** be fully operational on the Contract start date and **shall** have the capability to receive Beneficiary reservations ten (10) business days prior to the Contract start date.
  1. The Broker may establish more than one (1) business office within the State, but one (1) non-residential business office **shall** be designated as the central business office.
  2. Other offices in addition to a central business office are not required.
- D. The Broker **shall** provide a Project Director and scheduling staff, all of whom **shall** be located at the central business office. DHS shall retain the right to approve the Project Director assigned to the Contract. Additionally, DHS reserves the right to request immediate removal of Broker and subcontractor staff, or agents, with direct contact and care of Contract beneficiaries, including drivers and attendants, upon written notice to the Broker.
- E. Scheduling staff **shall** be available at the central business office during normal business hours and any additional hours necessary to perform scheduling activities.
  1. The Broker **shall** establish processes and procedures for all facets of operations, including at a minimum, staff compliance with scheduling .
- F. The Broker **shall** have internet access with the capability to send and receive emails at the central business office at all times during business hours.
- G. The Broker **shall** provide an administrative telephone number and email address that will enable DHS staff and the DHS NET Monitoring Contractor to reach the Project Director directly without going through the scheduling staff.
- H. The Broker **shall** establish and maintain an efficient reservation and trip assignment process.
- I. The Broker **shall** retain all records listed in this IFB for ten (10) years, or through the completion of any audit started within 10 years, whichever is later
  1. The Broker **shall** reproduce documents when requested by DHS. Electronic method of provision is preferred, and Broker **shall** abide by DHS direction for delivery of documents.
  2. 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 and its authorized representatives.
  3. Should a Broker or its subcontractors or its transportation providers use paper records, these **must** be stored in a fire-resistant container in a manner designed for retrieval upon request.
  4. Broker **must** backup all electronic records and **shall** reconstruct records in the event of a failure in the electronic records system.
- J. Availability of Services
  1. Broker **shall** maintain and monitor its capacity to meet transportation needs of all Beneficiaries, including the capacity of all subcontractors and its transportation providers, to ensure it is sufficient to provide

adequate access to all NET services covered under the contract for all Beneficiaries in the Broker's service region(s), including those with limited English proficiency or physical, intellectual or developmental disabilities.

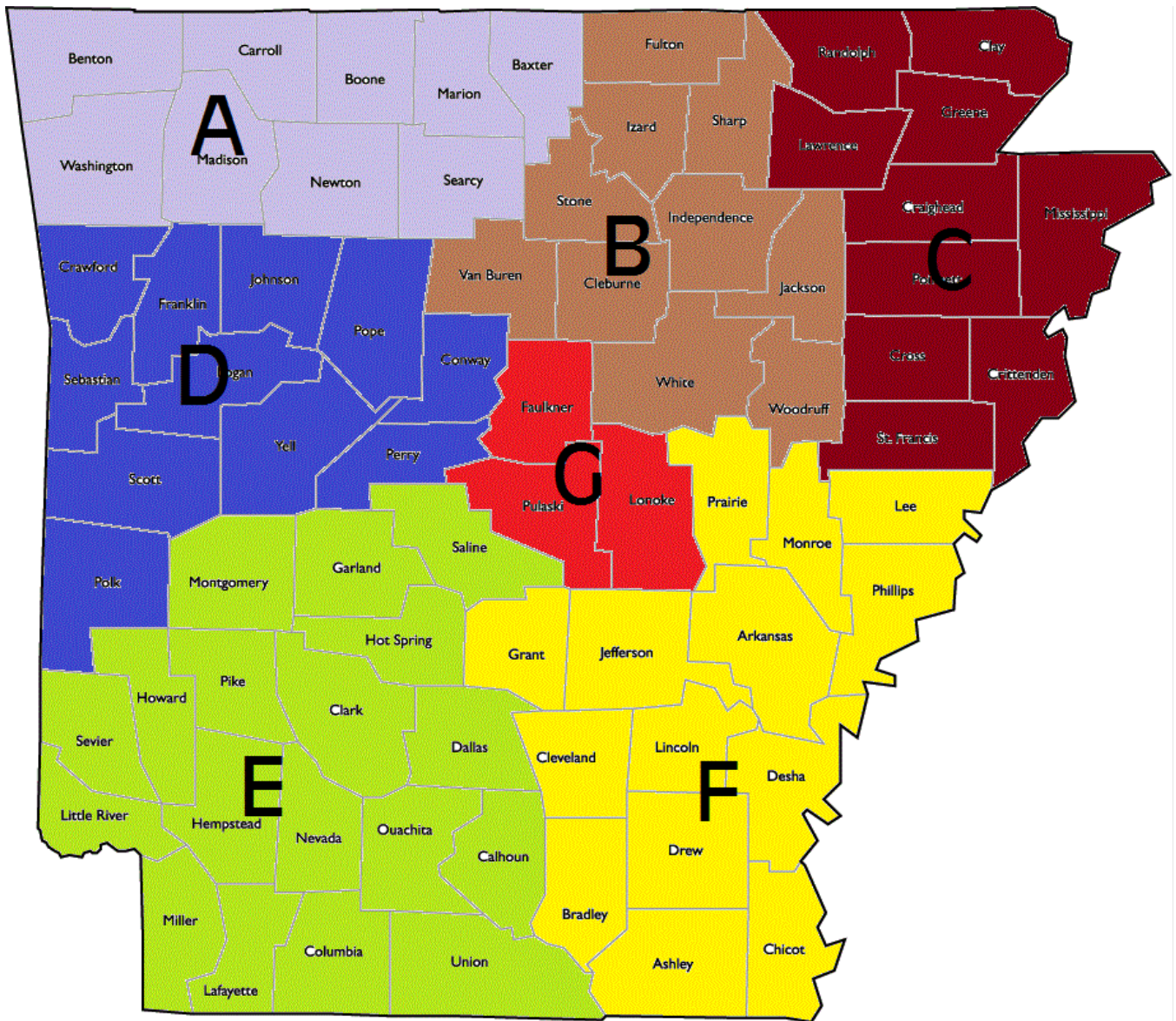
2. The Broker **shall** comply with the following requirements.
  - a. The Broker **shall** provide timely access to services for Beneficiaries by:
    - i. Meeting, and requiring its subcontractors and its transportation providers to meet, State requirements and standards for timely access to care and NET services, as set out in this IFB and the 1915(b) Waiver for NET services AR.0003.R03.00 - Apr 01, 2023.
    - ii. Establishing policies, procedures, and mechanisms to ensure compliance by subcontractors and transportation providers.
    - iii. Monitoring subcontractors and transportation providers to determine compliance.
    - iv. Taking corrective action for any noncompliance of a subcontractor.
3. The Broker **shall** participate in the State's efforts to promote the delivery of NET services in a culturally competent manner to all Beneficiaries, including those with limited English proficiency and diverse cultural and ethnic backgrounds, and disabilities, regardless of gender or race.
4. Broker **must** ensure that subcontractors provide physical access, reasonable accommodations, and accessible equipment for Beneficiaries with physical, intellectual or developmental disabilities.
5. The Broker **shall not** deny or reduce the amount, duration, or scope of a required service because of diagnosis, type of illness, or condition of the Beneficiary.

## 2.5 REGIONS AND RESIDENCES

- A. A contract for NET services will be awarded to a Broker for a specific region(s) of the State, and the Broker **shall** provide NET services to Beneficiaries residing in that region(s). (See *Figure A: Map of Regions* below.)
- B. The Broker **shall** arrange travel into and out of other regions when the Medicaid Beneficiary being transported is a resident in the Broker's region. Brokers are not responsible for ensuring that NET services are provided to Medicaid Beneficiaries who reside outside the Broker's region.
- C. The Broker may enter into service agreements with other contractors or individual subcontractors to perform services under this contract as the Broker's transportation providers.
- D. Transportation providers under service agreements with the Broker **must** provide transportation in cases where a Beneficiary **must** travel outside the region of residence to obtain appropriate and necessary healthcare services.
- E. The Broker **shall** provide transportation to the Beneficiary's medical appointment that is located outside the Broker's region when the PCP is located in a county:
  1. Adjacent to the county in which the Beneficiary resides.
  2. That adjoins a county that is adjacent to the county in which the Beneficiary resides.
- F. The Broker **shall** provide transportation to and from qualified Medicaid providers that are located in the closest proximity to the Beneficiary or that are located within the Beneficiary's county.
  1. The Broker **shall** be responsible for confirming the qualified provider who is in closest proximity.

- G. The Broker **shall** provide transportation to and from qualified Medicaid providers that are not located in the closest proximity to the Beneficiary or that are not within the Beneficiary's county, only if:
1. The transportation is for a visit to the Beneficiary's assigned Medicaid primary care physician, as confirmed by the Broker.
  2. The Beneficiary's assigned Medicaid primary care physician has made a referral to a specific provider for a medically necessary service.
  3. The Beneficiary's assigned Medicaid primary care physician has made a referral to a medically necessary service and the Broker has confirmed that sufficient medical resources are not available in the Beneficiary's county.
- H. The Broker **shall** provide transportation to and from out-of-state Medicaid providers enrolled in Arkansas Medicaid that are located within fifty (50) miles of the State of Arkansas border.
- I. The Broker is not responsible for transporting Beneficiaries more than fifty (50) miles beyond State of Arkansas boundaries.

**Figure A: Map of Regions**



**2.6 ELIGIBILITY FOR BENEFICIARIES**

- A. The Broker **shall** establish a “Need for Services Determination Process” that complies with the requirements set forth in the policy here: [Medical-Services-Appendices-4.1.25.pdf](#)
  - 1. The two (2) types of NET services requests are:
    - a. Beneficiary requests NET to a Medicaid-covered service provided by an enrolled Medicaid provider.
    - b. Beneficiary enrolled in ARHOME requests NET to an enrolled Medicaid or non-Medicaid provider within their commercial insurance plan network.
  - 2. NET services available to newly eligible adults who participate in a commercial insurance plan are limited to eight (8) one-way legs/units within each calendar year.

- a. Trip limits are *not* applicable to:
    - i. Traditional Medicaid NET eligible persons.
    - ii. Newly eligible adults in ARHOME determined to be medically frail.
    - iii. Newly eligible adults in ARHOME in the period of time between enrollment and the start date of their commercial insurance plan.
  3. NET services are provided on an unlimited basis to all other Beneficiaries.
- B. The Broker **shall**:
1. Verify Beneficiary eligibility in the Arkansas Medicaid provider portal during the reservation call.
  2. Assess and confirm, during the reservation call, the Beneficiary's need for NET services.
  3. Determine the most appropriate transportation to meet the Beneficiary's needs, including any special transport needs for:
    - a. Beneficiaries who are Medically Fragile.
    - b. Beneficiaries who are physically, intellectually or developmentally disabled.
- C. DHS may require transportation for Medicaid Beneficiaries, or parents or guardians of a minor or incapacitated Beneficiary, who do not meet criteria as specified by this IFB.
1. 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 designee.
  2. When this situation occurs, DHS will advise the Broker, either directly or through the Monitoring Contractor-. The Broker **shall** follow the direction of DHS or the Monitoring Contractor in providing transportation.

## 2.7 BENEFICIARY INFORMATION AND APPLICATION FOR SERVICES

- A. The Broker **shall** create materials, such as brochures to distribute to protentional Beneficiaries and posters to display in Medicaid provider offices, that provide introductory information and directions for accessing more information, for application for service, or for filing a complaint, which **shall** be distributed to all Medicaid provider offices in the Broker's region(s).
1. These materials **must** also be provided for display and distribution at other locations, such as community centers, Federally Qualified Health Centers, Rural Health Clinics, and Local Health Units.
  2. The Broker **shall** work with the Medicaid provider offices and other locations to ensure:
    - a. An adequate supply of current brochures is always available as needed throughout the Contract duration for distribution levels at each office/location, and
    - b. Posters are current, and an adequate number are available, for display in each applicable area/waiting room at each location throughout Contract duration.
  3. These materials **must** provide:
    - a. Information regarding available services and eligibility.
    - b. The Broker's toll-free number and website where a potential Beneficiary can go to request more

information and/or a handbook or file a complaint.

- B. The Broker **shall** create a written Beneficiary Handbook to be provided to Beneficiaries, upon request, containing all critical information regarding obtaining and receiving NET services.
- C. The Broker **shall** provide a draft of these materials to DHS for review and approval forty-five (45) days prior to the service start date and **shall** make any edits as required by DHS prior to release.
- D. Broker **shall** have copies of the approved materials ready for release two (2) weeks prior to service start date.
- E. Distribution options for the Handbook include, but are not limited to, yearly mail-outs; email, if a beneficiary opts in to email communications; and distribution of materials on NET vehicles.
- F. The handbook **must** include information that enables the Beneficiary to understand all facets of the NET services with a separate section designated for transportation to EIDT and ADDT facilities, including, at a minimum:
  - 1. A description of available NET services;
  - 2. How and where to access NET services;
  - 3. The amount, duration, and scope of NET services available under the contract in sufficient detail to ensure that Beneficiaries understand the NET services to which they are entitled;
  - 4. Beneficiary rights and responsibilities, including the elements specified below in § 2.7.L;
  - 5. The right to file complaints and how to access the complaint process;
  - 6. How to access auxiliary aids and services, including additional information in alternative formats or languages;
  - 7. The toll-free telephone number for requesting services, along with contact information for any other entity as requested by DHS;
    - a. Should the Broker have a special contact phone number or extension to use for urgent appointment reservations or hospital discharge or hospital follow-up reservations, the Broker **shall** provide this instruction in their communications tools and be able to transfer a call to these lines as needed; and
  - 8. Information on how to report suspected fraud or abuse.
- G. The toll-free number **must** be provided to all ADDT and EIDT providers, and other Medicaid providers such as PCP, dialysis, or other regular service providers.
- H. The Broker **shall** have in place mechanisms to help Beneficiaries understand the requirements, benefits, and any applicable benefit limits of NET services as provided in the materials.
- I. The materials **must**:
  - 1. Be available in English and Spanish, as well as any other prevalent non-English languages in the Broker's Region(s);
  - 2. Be provided in a manner and format that may be easily understood and is readily accessible by Beneficiaries and in accordance with 42 CFR § 438.10; and
  - 3. Be available at no cost in alternative formats that takes into consideration a Beneficiary's special needs, including any visual impairment, hearing impairment, and limited reading proficiency.

4. Be approved by DHS prior to distribution.
- J. In the materials, the Broker **shall** notify Beneficiaries:
1. That oral interpretation is available for any language, and written translation is available in prevalent languages;
  2. That auxiliary aids are available upon request and at no cost to Beneficiaries with disabilities; and
  3. How to access interpretation and translation services or auxiliary aids.
- K. The Broker **shall** give each Beneficiary notice of any change that the State defines as significant in the informational materials at least thirty (30) days before the intended effective date of the change.
- L. Beneficiary Rights
1. Broker **shall** have written policies regarding the enrollee rights specified in this section.
  2. Broker **shall** comply with any applicable federal and state laws that pertain to Beneficiary rights and ensure that its employees, its subcontractors, -and \_subcontractors' employees observe and protect those rights.
  3. Beneficiaries of the Broker have the right to:
    - a. Receive information in accordance with this Section and 42 CFR § 438.10;
    - b. Be treated with respect and with due consideration for his or her dignity and privacy; and
    - c. Be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience, or retaliation, as specified in other federal regulations on the use of restraints and seclusion.
  4. Each Beneficiary **shall** be free to exercise his or her rights, and the exercise of those rights **shall not** adversely affect the way the Broker or its subcontractors treat the Beneficiary.
  5. The Broker **shall** comply with any other applicable federal and state laws, including, but not limited to:
    - a. Title VI of the Civil Rights Act of 1964, as implemented by regulations at 45 CFR part 80;
    - b. The Age Discrimination Act of 1975, as implemented by regulations at 45 CFR part 91;
    - c. The Rehabilitation Act of 1973;
    - d. Titles II and III of the Americans with Disabilities Act; and
    - e. Section 1557 of the Patient Protection and Affordable Care Act.
- M. The Broker **shall not** conduct any marketing activities.

## 2.8 REQUESTS FOR NET SERVICES

- A. The Broker **shall** provide transportation to all Beneficiaries who contact the Broker at least seventy-two (72) business hours (not including weekends and State holidays) prior to an appointment, unless a beneficiary requires an urgent appointment, defined as a condition that requires attention in the next 24-48 hours but is not life threatening. Should the Broker not be able to accommodate transportation for an urgent appointment, the Broker **shall** document their efforts to provide other forms of transportation and encourage the Beneficiary to attempt to acquire other forms of transportation.

- B. The Broker **shall** accommodate a Beneficiary's, or their authorized representative's, request for transportation for more than one (1) reservation within a calendar month, including standing orders for routine medical care or services.
- C. The Beneficiary or their representative **must** attest by contacting the Broker by the close of business of the last Wednesday of the preceding calendar month that the Beneficiary continues to have the need for NET services for a standing order for the next month.
1. The Broker's determination for the continued need for services **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.
  2. Attestation of the need for continued NET services for standing orders is the sole responsibility of the Beneficiary or their authorized representative, and the Broker **shall** explain this procedure in the Broker's published handbook and during the reservation call for standing order appointments.
- D. The Broker **shall** confirm eligibility at the time of scheduling.
1. The Arkansas Medicaid NET waiver program does not cover transportation services for Beneficiaries who are:
    - a. Nursing facility residents.
    - b. Residents of intermediate care facilities for individuals with intellectual disabilities (ICF-ID).
    - c. Qualified Medicare Beneficiaries (QMB) (Medicaid pays only the Medicare premium, Deductible, and co-pay).
    - d. Specified Low-Income Qualified Medicare Beneficiaries (SLMB).
    - e. A Qualifying Individual-1 (QI-1).
    - f. ARKids First-B Beneficiaries.
    - g. Covered for periods of retroactive eligibility.
    - h. Incarcerated persons.
    - i. Deceased or who have moved out of State .
- E. The Broker **shall** verify that the Beneficiary is eligible for NET Services when the Beneficiary schedules their trips and the day the trip is scheduled, regardless of the means of transportation being used, to ensure that the Beneficiary is still eligible for NET Services.
- F. Prohibition of Enrollment Discrimination
1. The Broker **shall** accept all beneficiaries in their service area who are eligible to receive NET services.
  2. The Broker **shall not**, on the basis of health status or need for healthcare services, discriminate against Beneficiaries.
  3. The Broker **shall not** discriminate against Beneficiaries on the basis of race, color, national origin, sex, sexual orientation, or disability and **shall not** use any policy or practice that has the effect of discriminating on the basis of race, color, national origin, sex, sexual orientation, or disability.



G. A Broker **shall not** cease providing transportation services to a Beneficiary unless one of the below occurrences applies:

1. The Beneficiary loses his/her Medicaid eligibility.
2. The death of beneficiary.
- 4.3. The Beneficiary no longer resides in the Broker's region.

G. Disenrollment: Requirements and Limitations

1. ~~The Broker **shall not** disenroll a Beneficiary for any reason except in cases of:~~
  - a. ~~Loss of eligibility.~~
  - b. ~~Death.~~
  - c. ~~The Beneficiary no longer residing in the Broker's service area.~~
2. ~~If the Broker finds that a Beneficiary meets one (1) of the criteria in G.1, and the Broker wishes to disenroll the Beneficiary, the Broker **shall** make a request to DHS to disenroll the Beneficiary.~~
  - a. ~~The Broker **shall not** begin the disenrollment process unless and until the Broker **has** received approval from DHS to disenroll the Beneficiary.~~

H. Interpretation Services

1. The Broker **shall** make interpretation services available free of charge to each Beneficiary upon request, including oral interpretation, interpretation for the deaf and hearing impaired, and the use of auxiliary aids such as TTY/TDY.
2. Oral interpretation **shall** be available in all non-English languages, not just those that the State identifies as prevalent. Written interpretations **must** be provided in Spanish and other prevalent languages in the Region(s).
- 3.1. All written and oral information **must** be provided in alternative formats, when appropriate, and in a manner that takes into consideration a Beneficiary's special needs, including any visual impairment, hearing impairment, limited reading proficiency, or limited English proficiency.

## 2.9 GATEKEEPING PROCESS

A. The Broker **shall** provide transportation to ADDT or EIDT facilities to all eligible beneficiaries without regard to other possible available transportation.

B. The Broker **shall** provide transportation service to all eligible foster children, regardless of the foster parent(s) owning or having access to a vehicle.

A.C. For transportation to all other facilities or appointments, after determining eligibility, the Broker **shall** obtain from the Beneficiary, or the Beneficiary's authorized representative (See §2.10 AUTHORIZED REPRESENTATIVES), sufficient information to determine the Beneficiary's need for NET services.

1. During the gatekeeping process on the reservation phone call, the Broker **shall** determine if there is:
  - a. An operational vehicle in the household available to the Beneficiary.
  - b. Public transit available to the Beneficiary.

- c. Other means of transportation available to the Beneficiary.
  - If the answers to all the conditions above are NO, the Broker **shall** provide transportation.
  - If the answers to any of the conditions are YES, the Broker **shall** deny transportation.
2. To determine if there is an operational vehicle available to the Beneficiary, the Broker **shall** ask:
  - a. Is there a vehicle in your home?
  - b. Is the vehicle drivable?
  - c. Are you physically able to drive the vehicle?
  - d. If no, is there someone available to drive your vehicle for you?
  - e. Is the vehicle available at the time of the appointment?
  - f. Do you have funds available to operate the vehicle (i.e., put gas in the vehicle)?
3. To determine if there is public transit available to the Beneficiary, the Broker **shall** ask:
  - a. Is public transit available?
  - b. Do you have the funds to pay to use public transit?
4. To determine if there are other means of transportation available to the Beneficiary, the Broker **shall** ask:
  - a. Are there other means of transportation available to you? Other means may include:
    - Relatives
    - Neighbors
    - Friends
    - Community organizations
    - The medical provider

B.D. If it is determined that the Broker **shall** make provisions to provide transportation, the Broker **shall** ask the Beneficiary or their authorized representative:

1. Do you confirm the information provided is true, accurate, and complete?
2. Do you understand any falsification, omission, or concealment of information may result in termination of all transportation services or an additional penalty?
  - a. The answer to both questions **must** be YES for the Broker to proceed with scheduling transportation.

G.E. The Broker **shall** record the questions and the responses and **shall** maintain for audit purposes the telephone recording for five (5) years.

D.F. The recording **must** be made available to DHS or the DHS NET Monitoring Contractor within five (5) business days of the request.

E.G. Beneficiaries who refuse to answer questions related to the need for transportation **shall not** be provided with the requested transportation.

- H. The Broker **shall** complete the gatekeeping process on every reservation call, even if it is a repeat call from the same Beneficiary for a recurring appointment.

## 2.10 AUTHORIZED REPRESENTATIVES

- A. If the Beneficiary relies on the assistance of his or her representative to schedule NET services, the Beneficiary or his or her representative, if applicable, may provide the name, relationship, and contact number for up to two (2) authorized representatives to the Broker when scheduling their NET services. The Broker **shall** allow for Beneficiaries to utilize this allowance.
1. An authorized representative **must** be able to answer the gatekeeping questions asked of the Beneficiary by the Broker when scheduling the NET services.
- B. To establish an authorized representative for a Beneficiary, the Broker **shall** ask the following questions to the Beneficiary:
1. Can you provide at least one (1), but no more than two (2) authorized representative(s) that will be allowed to schedule NET services on your behalf? If so, please provide their:
    - a. First name.
    - b. Last name.
    - c. Relationship to the Beneficiary.
    - d. Contact number.
  2. A Broker **shall not** allow a person associated with an agency, provider, or other entity to which transportation might be requested to act as an authorized representative.
- C. During a reservation call, the Broker **shall** ask an authorized representative the following question:
1. Can you confirm that you are *not* associated with any of the following to which transportation is being requested?
    - a. An agency.
    - b. A provider.
    - c. Any other entity to which transportation might be requested.
      - The Broker **shall not** provide transportation unless the authorized representative confirms that they are not associated with any of the above.
      - An authorized representative may be a PASSE Care Coordinator.
- D. The Broker **shall** keep the authorized representative information on file, **shall** provide it to DHS in reports, and **shall** only accept 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.
1. The Broker **shall not** discuss the issues related to NET services with any other individuals, agencies, or providers, unless specifically and expressly directed to do so by DHS.
  2. DHS will not discuss NET related matters with anyone other than the Beneficiary and their authorized representatives as listed on file with the Broker and DHS.

- E. Medicaid **shall not** provide or pay for transportation if the Beneficiary could have arranged for transportation on his or her own.

## 2.11 MODES OF TRANSPORTATION AND FUNCTIONAL INDEPENDENCE

A. The Broker **shall** determine the mode of transport for an eligible Beneficiary based on the Beneficiary's current level of mobility and functional independence.

1. The Broker and its subcontractors shall ensure that Beneficiaries transported to or from ADDT or EIDT facilities are not riding with Beneficiaries receiving other traditional NET services. The same vehicles may be utilized to transport Beneficiaries under traditional NET as those traveling to or from an ADDT or EIDT facility, but due to the vulnerability of the ADDT and EIDT Beneficiaries, they must be transported on separate trips from Beneficiaries utilizing the traditional NET services.

A.B. A Broker owned or operated vehicle **must** be used when the requestor indicates that public transportation is an inappropriate or unsafe mode of transportation due to specific conditions of the Beneficiary.

1. Public transportation is considered inappropriate or unsafe when the Beneficiary is traveling to and from a location for which the pick-up/drop-off location does not provide safe access to the location based on the Beneficiary's age, mobility, and functional independence.

B.C. The Broker may **only** offer as an alternative means of transportation to and from an EIDT or an ADDT facility, either gas cards or mileage reimbursement to fuel an otherwise operational vehicle at Beneficiary's disposal.

C.D. For all other NET transportation (non EIDT/ADDT) services, the Broker may offer alternative means of transportation, which may include:

1. Utilizing a federally funded or public transit such as:
  - a. Not-for-profit agencies.
  - b. Transit authorities.
  - c. Licensed transportation network carriers (TNC), such as Uber, Lyft, or Taxi.
2. Providing tokens or passes to Beneficiaries who cannot afford to cover the fare for:
  - a. Federally funded transportation.
  - b. Established public or private transit service if the Beneficiary has the physical and mental capacity to use such services.
3. Providing gas cards or mileage reimbursement to fuel an otherwise operational vehicle at Beneficiary's disposal.

D.E. If, after exhausting all options to attempt to secure safe and appropriate transportation, the Broker cannot accommodate the Beneficiary request, the Broker **shall** provide at minimum 24-hour notice prior to the appointment time.

## 2.12 USING TRANSPORTATION NETWORK CARRIERS (TNC) ALTERNATIVE TRANSPORTATION

A. If a vendor anticipates using ridesharing to provide NET services, the Broker **shall** submit to DMS for approval a plan for ensuring Beneficiary safety.

1. Submission of the Beneficiary Safety Plan **shall** be submitted to DMS for review and approval thirty (30) days prior to beginning use of TNC alternate transportation.

2. The Broker **shall not** utilize TNCs prior to receiving approval of the Beneficiary Safety plan from DHS.
- B. If the Broker secures TNC transportation service for a Beneficiary, then the Broker **shall** report such fact to the Monitoring Contractor [through a daily TNC log](#) and include the data in the performance reports.
- C. Before using TNC transportation to provide NET services, the Broker **shall** ask the Beneficiary the following questions to ensure that the Beneficiary can safely and appropriately utilize the TNC option:
  1. Do you suffer from Alzheimer's or Dementia?
    - If yes, the Broker **shall not** use TNC as an option.
  2. If the driver needs assistance, are you able to provide directions?
  3. Are you able to walk to and from the vehicle with no assistance?
    - If yes to the above two (2) questions, the Broker may use TNC as an option.
- D. The Broker **shall** verify the age of the Beneficiary, and if the Beneficiary is under the age of eighteen (18), the Broker **shall** confirm that a parent or guardian will accompany the Beneficiary.

### 2.13 ALLOWABLE ESCORT

- A. A parent, foster parent, or guardian **shall** be allowed to escort a Medicaid Beneficiary who is a minor or an incapacitated adult.
- B. The transportation of an escort with a Beneficiary **shall** be recorded as a single encounter.
- C. A parent, foster parent, or guardian **shall** be 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.
  1. 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.
  2. Transportation of individuals who are not Medicaid Beneficiaries and who are transported separately from the Beneficiary **must** be reported as an encounter under the respective Medicaid Beneficiary identification number.
- D. The Broker **shall not** provide transportation to visit adult Medicaid Beneficiary inpatients, with the exception of allowing a limit of one (1) trip to and from an inpatient facility to visit an incapacitated adult Beneficiary per episode of care.
  1. The Broker **shall** abide by the Federal definition of "incapacitated" as stated in 42 CFR § 2.15.

### 2.14 ATTENDANT AND DRIVER CARE

- A. When determining safe and appropriate transportation, Broker **shall** consider providing attendant care.
  1. Brokers **shall** provide attendant care when transporting a minor or incapacitated adult who will not be accompanied by a responsible adult.
  2. When attendant care is provided, the attendant **shall** meet the qualifications as stated in IFB Sections 2.25 PERSONNEL REQUIREMENTS FOR DRIVERS AND ATTENDANTS and 2.26 PERSONNEL EXCLUSIONS.
  3. The Broker **shall** cover the cost of an attendant to accompany the Beneficiary, and that cost **shall** be

covered under the capitated payment to the Broker.

- B. Specifically for transportation of a beneficiary to and from an EIDT facility, a three to one (3:1) minimum beneficiary to attendant ratio is required for beneficiaries three (3) years of age or younger,
  - 1. The Driver may be counted towards the minimum client to attendant ratio for these purposes, but under no circumstances can the driver be the only adult on a vehicle transporting one or more clients under three (3) years of age.

## 2.15 DRIVER AND ATTENDANT RESPONSIBILITIES AND CONDUCT

- A. The Broker **shall** assure that all subcontractor drivers and attendants abide by the following requirements which **must** be stated in all transportation service agreements between a Broker and its subcontractor.
  - 1. Drivers and attendants **shall** maintain a professional and well-groomed appearance at all times.
  - 2. Drivers **shall not** wear jewelry or other accessories that may interfere with the drivers' duties.
  - 3. All drivers and attendants **shall** wear or have visible in the vehicle, easily readable proper company identification.
  - 4. All attendants **shall** have a valid driver's license OR a government-issued identification.
  - 5. All drivers **shall** carry a valid driver's license.
  - 6. Drivers and attendants **shall not** smoke at any time while in the vehicle, involved in Beneficiary assistance, entering or exiting the vehicle, or in the presence of any Beneficiary.
- B. Drivers or attendants **shall** provide assistance, as necessary, to and from the main door of the Beneficiary's pick-up location and place of destination.
- C. Drivers or attendants **shall** 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 **shall** assist the passengers in the process of being seated, as necessary, including the fastening of seat belts.
- E. Drivers **shall** confirm, prior to allowing any vehicle to proceed, that wheelchairs and wheelchair passengers are properly secured and that all passenger seat belts are fastened.
- F. Drivers or attendants **shall** provide support and directions to passengers and assist wheelchair and mobility-limited persons as they enter or exit the vehicle.
- G. Driver assistance **shall** include stowage of mobility aids and folding wheelchairs.
- H. Drivers and attendants are not responsible for passengers' personal items.
- I. The driver **shall** conduct a final vehicle walk-through once a vehicle is parked and to be unattended for any period of time to ensure no beneficiaries are left on board, and the driver **shall** sign the daily transportation log confirming this walk-through.

## 2.16 RESERVATIONS AND SCHEDULING - GENERAL INFORMATION

- A. The time of the actual transport **must** be scheduled based on the need of the Beneficiary.

- B. Although the Broker's business office may be closed on certain dates, the Broker **shall** transport Beneficiaries who require routine medical care with set treatment days.
- C. Advance scheduling is mandatory for all NET services except:
  - 1. Urgent care/appointments.
  - 2. Hospital discharges and follow-up appointments in which the timeframe does not allow advance scheduling. (See R. Hospital Discharge below.)
- D. The Broker is required to advise Beneficiaries of scheduling requirements, including the two (2) exceptions stated above in 2.16 (C), and Broker contact information **shall** be provided by the Broker through the distribution of DHS-approved communication tools such as the Beneficiary Handbook, brochures, and posters. Other means of communication, such as text or email, may also be approved.
- E. Medicaid Beneficiaries **shall** be advised of an estimated pick-up time at the time the transportation is scheduled.
- F. Transportation providers **shall** arrive at the pick-up location no later than fifteen (15) minutes after the estimated scheduled pick-up time. If a pick-up delay of fifteen (15) minutes or more occurs, the Broker **shall** contact the Beneficiary or their representative to advise of the delay.
- G. Transportation providers **shall** deliver the Beneficiary to the site of the scheduled medical appointment at least fifteen (15) minutes prior to the scheduled appointment, but no earlier than one (1) hour before the appointment.
- H. The driver **shall** not leave a beneficiary unattended at any time unless pre-approved by the beneficiary or guardian as applicable.
- I. The beneficiary **must** be dropped off at the correct destination.
- J. Providers are not required to wait for the Beneficiary more than fifteen (15) minutes after arrival at the pick-up location.
- K. Within twenty-four (24) hours of the pick-up, the Broker **shall** contact the Beneficiary and confirm the estimated scheduled pick-up time. Automated appointment reminders through an outbound IVR or SMS text message service are permissible.
  - 1. The Broker **shall not** execute a prior-day reminder communication to the Beneficiary outside of the hours of 8:00 A.M. to 5:00 P.M. However, if an appointment is on the day following a weekend or holiday, the Broker **must** still provide the reminder communication within twenty-four (24) hours.
  - 2. For trips in which the drive time to reach the Beneficiary's pick-up location will take an extended time, the Broker **shall** provide a reminder communication to the Beneficiary on the day of pick up no earlier than fifteen (15) minutes prior to the time that the transportation vehicle is on route for the pick-up.
  - 3. To eliminate a Beneficiary being in the vehicle for an unreasonable amount of time in relation to the time required to transport the Beneficiary to or from their individual appointment, estimated pick up times **shall not** be 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.
- L. The dispatcher or subcontractor **shall** notify the Medicaid service provider to report late arrivals or drop-offs. The Broker **shall** ensure Beneficiaries are delivered home in a reasonably timely manner, but **shall** ensure that the travel time to return home is not more than one (1) hour longer than the average travel time for direct transport.
- M. When scheduling is requested by the Beneficiary's authorized representative, the Broker **shall** advise the representative that the Beneficiary **must** be accompanied by a caretaker (escort or Broker attendant) if

Beneficiary's age, disability, or other conditions prevent the Beneficiary from being able to act on his or her own in a safe and competent manner.

- N. The Broker **shall** ensure that at any destination site the Beneficiary is not left alone in circumstances that may place him or her in danger.
- O. The driver and attendant **shall** ensure the Beneficiary is left at the correct destination.
- P. The Broker **shall** ensure the Beneficiary is not delivered and dropped off prior to the opening of the destination site.
- Q. The Broker **shall** ensure the Beneficiary is picked up prior to the closing of the destination site.
- R. The Driver **must** log all late arrivals or drop-offs on the Daily Transportation Log.
- S. Hospital Discharge

Requests to provide transportation after a hospital discharge **shall** be covered under the NET program under the following circumstances if:

- a. The Beneficiary was admitted to the hospital as an inpatient.
  - b. The Beneficiary was kept in the emergency room for a 23-hour hold.
1. Should the Broker not be able to accommodate transportation for an urgent appointment, the Broker **shall** document their efforts to provide other forms of transportation and encourage the Beneficiary to attempt to acquire other forms of transportation.
  2. When required by State law, the Broker **shall** make prior arrangements to provide a wheelchair for a Beneficiary being discharged and transported from the hospital when the Beneficiary does not have a wheelchair in their possession at the time of hospital discharge.
  3. In instances where a Beneficiary needs a ride home from an emergency room visit, the Broker **shall** do their best to accommodate for this transportation.
- T. All reservation and scheduling requirements above in Item 2.16 **must** be stated in all transportation service agreements between the Broker and subcontractor.

## 2.17 EXTENSION OF TRANSPORTATION SERVICES UNDER ARHOME QUALIFIED HEALTH PLAN (QHP)

- A. A Beneficiary who is a newly eligible adult who participates in a Qualified Health Plan **must** contact the DHS NET Monitoring Contractor to seek an extension of transportation services (EOTS) for trips (legs/units) in excess of the eight (8) trip limit.
  1. For purposes of this section, 2.17, a "trip" is defined as one leg of a NET transport, i.e., from the pick-up to the destination is considered a trip.
- B. All EOTS **must** be approved by the DHS Monitoring Contractor.
- C. The NET Monitoring Contractor will inform the Broker of the decision to deny or grant more trips.
- D. The Broker bears the responsibility for creating an internal process within their call centers to accommodate and track EOTS.
- E. The Broker bears the responsibility of communicating the approval or denial of the EOTS request to the Beneficiary.



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

F. EOTS Non-Approved Transportation

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

G. EOTS, Broker Compliance to Trip Limits

1. It is the responsibility of the NET Monitoring Contractor to oversee Broker compliance with imposing newly eligible adult Beneficiary trip limits and the EOTS process.
2. Beneficiaries who are waiting for QHP assignment do not have a trip limit.

## 2.18 DENIAL OF TRANSPORTATION

A. If a Broker denies transportation to a Beneficiary due to ineligibility, the Broker:

1. Should immediately refer the Beneficiary to the Contracting Monitor helpline:
  - a. To get any further information regarding resources available for another type of transportation.
  - b. For the Monitoring Contractor's review of the denial of transportation should the Beneficiary request reconsideration of the denial.
    - i. If the Monitoring Contractor is not able to resolve the issue, the Monitoring Contractor will have a process in place to escalate the issue to DHS NET Staff.
2. **Shall** provide written notice of the ineligibility through the U.S. Postal Service within twenty-four (24) business hours of the denial.

B. The Broker **shall** submit a model denial notice to DHS for approval at least thirty (30) days prior to the service start date.

C. The notice **must** include:

1. An explanation of the services and reason for the denial.
2. The Monitoring Contractor's Medicaid NET Helpline phone number.
3. The Beneficiary's opportunity for an appeal under the Arkansas Administrative Procedure Act, Ark. Code Ann. § 25-15-201 et seq.

D. A copy of each denial notice mailed to a Beneficiary **must** also be emailed to the DHS NET Monitoring Contractor within twenty-four (24) hours of denial.

E. In the notice, the Broker **shall** advise the Beneficiary that if he or she chooses to appeal the denial:

1. 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 S101  
Little Rock, Arkansas 72203-1437

2. The appeal request **must** be received by the Appeals and Hearing Section no later than thirty-five (35)

calendar days from the next business day following the date of the postmark on the envelope containing the written notice of an adverse decision.

## 2.19 BENEFICIARY COMPLAINTS

- A. The Broker **shall** record and respond to complaints concerning the provision of services.
1. The Broker **shall** respond to the complainant, preferably by phone call, within one (1) business day of the complaint and create a written record of the complaint, response, and resolution.
  2. The complaint, response, and its resolution **must** be provided to DHS or NET Monitoring Contractor within two (2) business days of the complaint for tracking and investigation.
    - a. The Broker **shall** provide information to the complainant regarding the Medicaid NET Helpline.
  3. The Broker **shall** compile and analyze complaints monthly and prepare a report to ensure the quality of services to Beneficiaries.
    - a. Within five (5) business days of the complaint, the Broker **shall** update or create any relevant policies or procedures to ensure the issue causing the complaint has been addressed to eliminate further complaints on the issue.
    - b. Within ten (10) business days of the procedure change, the Broker **shall** train applicable personnel on the new procedure(s) and **shall** add the procedure to the operational checklist if applicable.
  4. The report, noting any procedure change and additional training completed or scheduled, **must** be sent to the DHS NET Monitoring Contractor on a monthly basis and **must** include a description of corrective actions taken to ensure service delivery conforms to the requirements of the awarded contract.
  5. The Broker **shall** maintain the complaint records for five (5) years after contract expiration or until the end of any audit started within that time, whichever occurs last.

## 2.20 TRANSPORTATION SERVICE RECORDS

- A. Transportation Logs (both digital and paper logs are acceptable) **shall** be completed by each driver/vehicle daily and **must** contain the following information for each encounter:
1. Transportation provider's name and, if applicable, their subcontractor's name.
  2. Vehicle operator (driver) name.
  3. Vehicle number or license plate number.
  4. Date of services.
  5. For each beneficiary who receives transportation services:
    - i. Beneficiary name.
    - ii. Beneficiary Medicaid number.
    - iii. Beneficiary telephone number.
    - iv. Pick-up point (address).
    - v. Destination (address).
  6. For each scheduled round trip:
    - i. Scheduled arrival time for pick-up at point of origin.

- ii. Actual arrival time for pick-up at point of origin.
  - iii. Scheduled appointment time with provider.
  - iv. Actual arrival time at destination.
  - v. Return trip: Scheduled arrival time for pick-up destination.
  - vi. Return trip: Actual arrival time for pick-up destination.
  - vii. Return trip: Actual drop-off time at point of origin.
  - viii. Name of escort and relationship to Beneficiary (if applicable).
  - ix. Signature of Beneficiary or escort, only if Beneficiary is unable to sign or is a minor.
7. Name of Broker-provided attendant (if applicable).
- B. Broker **shall** maintain a cumulative real-time trip count for each Beneficiary.
- C. Broker **shall** communicate with other Brokers to obtain previous trip counts should a Beneficiary move from one NET region to another region.
- D. The Broker **shall** maintain such records as are necessary to fully disclose the extent of services provided per Beneficiary and make such records are available to DHS or its Monitoring Contractor upon request.
- E. Records **must** be retained for five (5) years after contract expiration or until the end of any audit started within that time, whichever occurs last.

## 2.21 VEHICLE SAFETY REQUIREMENTS

- A. Vehicles **must** prominently display the transportation provider's name and contact information as well as the contact information for the DHS Medicaid NET Helpline.
- B. Smoking, eating, and drinking are prohibited in vehicles.
1. "No Smoking" signs **must** be visible to all passengers.
- C. Vehicles **must** have fully functional heat and air conditioning and **shall** be kept at a reasonable range of heat or cool depending on the weather. [All vehicles shall be equipped with adequate functioning heating and air conditioning systems. Functionality shall be defined by temperature readings from the rear of the vehicle, achieving air conditioning to sixty-eight \(68\) degrees and heat to seventy-four \(74\) degrees.](#)
- D. All vehicles **must** have functioning seat belts, lap belts and shoulder belts, and restraints as required by federal and State statute or ordinance.
1. All vehicles **must** have an easily visible interior sign that states: "ALL PASSENGERS **MUST** USE SEAT BELTS".
  2. Seat belts **must** be stored off the floor when not in use.
  3. Each beneficiary under six (6) years of age or weighing less than sixty (60) pounds **must** be restrained in a child passenger seat secured in accordance with the manufacturer's guidelines. Child safety seats **must** be sanitary and remain in good working order.
- E. Vehicles involved in an accident **must** be inspected and repaired and documentation that the vehicle is in working and safe operational order **must** be provided to the NET Monitoring Contractor before the vehicle can

be put back to service in the NET program. (See §2.21.F.1 below for minor cosmetic damage repair requirements.) The NET Monitoring Contractor **must** approve all vehicles before they are placed or returned into service in the NET program.

- F. The exterior of all vehicles **shall** be clean and free of broken or cracked mirrors, windows, or windshields, excessive grime, major dents, or paint damage that detract from the overall appearance of the vehicles.
  - 1. Should a vehicle exterior have minor cosmetic damage (not including general cleanliness) that does not impact safe operation of the vehicle, the Broker may keep the vehicle in service and **shall** have a 30-day window to complete repairs.
- G. Vehicles **must** maintain passenger compartments that are clean and are free from torn upholstery and damaged floor or ceiling covering, damaged or broken seats, hazardous debris, unsecured items, and protruding sharp edges.
  - 1. Should a vehicle interior have minor cosmetic damage (not including general cleanliness) that does not impact safe operation of the vehicle, the Broker may keep the vehicle in service and **shall** have a 30-day window to complete repairs.
- H. 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.
  - 1. The step stool or retractable step **must** be used to minimize ground-to-first step distance to a step height of no more than seven (7) inches per step.
  - 2. The step stool **must** have four (4) legs with anti-skid tips.
  - 3. A milk crate or similar substitute **must not**, under any circumstances, be permitted as a step stool on any vehicle.
- I. All vehicles designed to transport more than seven (7) passengers and one (1) driver **shall** have a child safety alarm buzzer/device to alert the driver to check the vehicle for children before leaving the vehicle.
  - 1. The safety alarm device **must**, at minimum:
    - a. Always be in working order and properly maintained
    - b. Installed so that the driver is required to walk to the very back of the vehicle to reach the switch that deactivates the alarm.
    - c. Be installed in accordance with the device manufacturer's recommendations and sound the alarm for at least one (1) minute after the activation of the safety alarm device.
    - d. **Must** not be disabled or turned off while the vehicle is in operation.
- J. Vehicles **must** comply with applicable Federal laws including the lift equipped vehicle requirements of American with Disabilities Act (ADA) regulations for wheelchair passengers and **shall** meet all future revisions and requirements that ADA may adopt.
- K. Vehicle floors **must** be covered with commercial anti-skid, ribbed rubber flooring, or carpeting.
  - 1. Ribbing **shall not** interfere with wheelchair movement between the lift and wheelchair positions.
- L. Vehicles and attached components **must** be compliant with, or exceed, standards as set by the manufacturer, State and federal regulating authorities.
- M. Each vehicle **must** have a video camera system (audio is not required) installed and fully operational.

1. The following are the minimum requirements for the camera video system.
    - a. HD 720 p.
    - b. Minimum 45-day playback/viewing (all data **must** be retrievable for auditing purposes).
    - c. GPS on camera.
    - d. Interior view. (The camera **must** be positioned so all passenger activity is recorded, including onboarding and offloading of beneficiaries.)
  2. The required video system **must** be in good working order each day the vehicle is used.
  3. If a video system is not fully operable, then the vehicle **shall not** be used to transport Beneficiaries until the video system is in good working order.
  4. The video system **must** be on and recording any time the vehicle is in operation.
- N. The number of persons in the vehicle, including the driver, **shall not** exceed the vehicle manufacturer's approved seating capacity.
- O. The Broker **shall** ensure that all drivers are in compliance with the AR Child Passenger Protection Law pertaining to the transportation of children in age-appropriate child safety seats.
1. Broker **shall** ensure that safety certified child passenger restraints, such as an appropriate car seat, are provided either by the Beneficiary or by the Broker, in accordance with federal and state laws.
  2. Broker **shall** ensure compliance with Ark. Code Ann. § 27-34-104 of the Child Passenger Protection Act, Ark. Code Ann. § 27-34-101 et seq., pertaining to the transportation of children in age-appropriate child safety seats.
  3. Broker **shall** advise the Beneficiary of state and federal laws regarding the use of child safety restraints at the time of scheduling.
  4. If the Beneficiary notifies the Broker at the time of scheduling that the Beneficiary does not have access to a child safety seat, the Broker **shall** provide the seat for the transportation.
  5. If the Beneficiary claims to have a child safety seat but upon arrival for transportation, the Beneficiary does not provide safety seat(s), the Broker **shall not** transport the child until such time that the requisite safety seat is available. The Broker **shall** advise the Beneficiary to reschedule the appointment if the Broker cannot provide an appropriate child safety seat.
- P. Vehicles **must** meet or exceed safety and mechanical operating and maintenance standards for the particular vehicles and models.
- Q. Vehicles **must** maintain the following Onboard Safety Equipment:
1. Fire Extinguisher
  2. Biohazard Kit
  3. First-Aid Kit
  4. Reflective Triangles
  5. Web Cutter
  6. Flashlight

7. Reflective Safety Vest

- R. The Broker shall ensure that all vehicle tires maintain a tread depth of at least ~~four thirty seconds~~ 4/32 inches. of an inch (4/32").

## 2.22 LICENSES AND PERMITS

- A. The Broker **shall** maintain, and ensure that subcontractors 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:
1. Vehicle licenses.
  2. Driver's license for each current vehicle operator, and CDL licenses where applicable.
  3. Business license for each NET region.
- B. Copies of the above licenses for each applicable region, vehicle and driver **must** be provided to DHS prior to the Contract start date.
- C. The Broker **shall** maintain a copy of the registration permits issued by the Arkansas Department of Finance and Administration (DF&A) for each vehicle operated.
- D. Vehicles **must** be licensed, have all permits and certificates, and have commercial liability insurance as required by the Arkansas State Highway Commission's rules for passenger carriers. (See §2.24 *VEHICLE INSURANCE*.)
- E. Any vehicle found non-compliant with the IFB requirements or any Arkansas licensing requirements, safety standards, Arkansas Department of Transportation regulations, ADA regulations, or any other state or federal law or regulation, will be removed from service immediately.

## 2.23 VEHICLE MAINTENANCE AND INSPECTION

- A. The Broker **shall** ensure that transportation providers maintain vehicles and vehicle equipment to meet the contractual requirements.
- B. Brokers or subcontractors failing to meet any of the vehicle requirements are subject to termination from the NET program.
- C. Required maintenance includes, without limitation:
1. Regular tire rotations.
  2. Oil changes.
  3. Fluid and belt checks.
  4. Other recommended vehicle maintenance.
  5. Maintenance of wheelchair lifts, if equipped.
- D. The Broker **shall** comply with announced and unannounced inspections of vehicles and vehicle maintenance records by the DHS Monitoring Contractor.
- E. Vehicle inspections **shall** include but are not limited to:
1. A daily walk around by the driver.

2. A monthly inspection by the Broker to ensure the vehicle meets all contractual requirements.
  3. A yearly inspection performed by a certified mechanic at the Broker's cost.
- F. The NET Monitoring Contractor **shall** also inspect each vehicle at least once annually, with random inspections throughout the year.
1. The Broker's vehicles **must** be available to DHS or its NET Monitoring Contractor for inspection at any time.
- G. Driver's Vehicle Inspection
1. Drivers **shall** complete a daily vehicle walk around inspection checklist at the beginning (pre-trip) and completion of each days' work.
  2. The driver **shall** confirm that the vehicle meets all safety requirements and general orderliness and cleanliness. Should the vehicle be found not safe to operate, the Driver **shall** alert the Broker according to the Broker's established protocol.
  3. The inspection checklist **must** include, at a minimum, but is not limited to:
    - a. Interior and exterior of vehicle;
    - b. Tires;
    - c. Windshield;
    - d. Diagram of vehicle for marking points of issues; and
    - e. List of parts and accessories to be covered by the driver in his or her inspection, which **must**, at a minimum include:
      - i. Ensuring video camera, child safety alarm, and seat belts are all in working order.
      - ii. Ensuring brakes and signals are functioning.
      - iii. Ensuring no broken windows are in reach of passengers.
    - f. Odometer reading at the time of pre-trip and post-trip for the day.
    - g. Date and time of the pre-trip and post-tip inspections.
    - h. Name and signature of the driver completing the inspections.
  4. The checklist **must** identify the vehicle and list any defect or deficiency discovered by or reported to the driver that would affect the safe operation of the vehicle or result in its mechanical breakdown.
  5. Required correction of defect or deficiency noted in the written report that would likely affect the safe operation of the vehicle **must** be repaired prior to the operation of the vehicle.
  6. Records of all inspections **must** be maintained at the central business office and made available to DHS or the NET Monitoring Contractor upon request.
  7. The Broker **shall** submit the model checklists, and the protocol for alerting a Broker to any discovery of an unsafe condition, to the DHS Monitoring Contractor for approval prior to the start of the Contract.
- H. Broker/Subcontractor inspection of subcontractor's vehicles
1. Prior to the execution of a service agreement between the Broker and a subcontractor, the Broker **shall** conduct an initial inspection of all the subcontractor's vehicles and certify that the vehicles are in

compliance with the specifications of this IFB.

2. Continued monthly 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.
- I. The Broker **must** develop and implement an annual inspection process to verify that all vehicles meet the requirements as specified in the IFB. Annual inspections are recommended at the time of vehicle registration renewal.

## 2.24 VEHICLE INSURANCE

- A. The Broker **shall** maintain insurance in the amount of \$1,000,000 on each vehicle, which **must** defend, indemnify, and hold harmless the State of Arkansas from any claims which may arise out of operations under the Contract.
- B. 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.
- C. The Broker **shall** procure the insurance policies at the Broker's own expense and **shall**, prior to the provision of service start date, furnish DHS an insurance certificate listing the State as loss payee.
  1. Loss payee is for notice requirements only; used to notify the State of changes in coverage or policy cancellations.
- D. The insurance certificate **must**:
  1. Document that the liability insurance coverage purchased by the Broker includes contractual liability coverage to protect the State.
  2. Contain information required by the Insurance Department of the State of Arkansas.
- E. The Broker **shall** 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 and that it **shall** defend, indemnify, and hold harmless the subcontractor, the Broker, and the State of Arkansas from any claims that may arise out of operations under the contract.
- F. The insurance certificate **must** document that the liability insurance coverage purchased in the amount of \$1,000,000 by any subcontractor includes contractual liability coverage to protect the State.
- 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.
  1. The Broker **shall** ensure that any and all notifications or other communications the insurer sends to DHS under the policies **shall** be sent to the following addresses:

Department of Human Services, Office of Procurement  
Attn: Chief Procurement Officer  
700 Main Street, PO Box 1437, Slot W304  
Little Rock, AR 72201

## 2.25 PERSONNEL REQUIREMENTS FOR DRIVERS AND ATTENDANTS

- A. Though a Broker may establish additional qualifications, the Broker **shall** ensure that the following minimum qualifications are met by all individuals responsible for driving and attending Medicaid Beneficiaries.



- B. Drivers and Attendants **shall** be competent, courteous, patient and helpful to all passengers and **shall** be neat and clean in appearance.
- C. Drivers **shall** meet the following requirements:
1. Possess a valid driver's license for the state in which they reside for the class of vehicle to which they are assigned.
  2. Be a minimum of twenty-one (21) years of age or older, as required by the insurance carrier.
  3. Execute professional and safe driving skills at all times.
  4. Meet current State and Federal Motor Carrier Safety Regulations and Guidelines.
- D. Drivers **shall** have:
1. Documentation of certified training for child passenger safety, defensive driving, lift operation and wheelchair securement.
  2. Current First Aid and CPR Training Certificates.
    - a. The curriculum **shall** conform to the American Heart Association or American Red Cross guidelines.
    - b. The curriculum **shall** require hands-on skill- based instruction, as well as written and practical testing and training.
      - Certification and recertification that is provided solely online will not be accepted.
    - c. The instructor **shall** be qualified and authorized to teach the curriculum and **shall** be certified by a nationally recognized organization.
  3. Documentation of Defensive Driving training.
- E. The Broker **shall** screen driving records of each prospective vehicle operator prior to hiring. Any Vehicle Operator **must** have a clean driving record.
- F. The Broker **shall** monitor and report any serious traffic violations of drivers, including when driving personal or non-NET vehicles, that result in points or a felony offense of hired vehicle operators.
- G. 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 **shall** be removed from service.
1. Violations include those that occurred when the driver is operating NET vehicles as well as when driving their personal vehicle.
- H. Safety Violations and Drug and Alcohol Testing
1. Serious safety violations that **shall** result in immediate termination and possible criminal charges of driver and attendant include without limitation:
    - a. Failure to conduct visual vehicle inspection resulting in a Beneficiary left unattended.
    - b. Failure to correctly utilize child safety buzzers.
    - c. Failure to comply with Child Passenger Transportation Safety as described in this IFB.
    - d. Failure to properly secure wheelchairs.

2. The Broker **shall** require drug and alcohol testing on each driver prior to hire and at random intervals per United States Department of Transportation (USDOT) requirements.
  - a. Brokers **shall** ensure all drivers are in an appropriate USDOT drug and alcohol testing program, or a non-USDOT drug and alcohol testing program that mirrors the USDOT requirements.
  - b. If the Broker suspects a driver to be driving under the influence of alcohol, narcotics, or other drugs, a supervisor trained per USDOT Drug and Alcohol Regulations **must** immediately make a documented reasonable suspicion determination, and if necessary, a reasonable suspicion drug or alcohol test **must** be immediately conducted.

## 2.26 PERSONNEL EXCLUSIONS

- A. The Broker **shall** verify all personnel against the state and federal Medicare and Medicaid exclusion list. Those who are found on the list **shall** not be employed as personnel for the NET services. This includes:
  1. Office staff;
  2. Administrators and managers;
  3. Drivers and attendants;
  4. Board members;
  5. Personnel having decision-making or fiduciary responsibilities; and
  6. Personnel receiving paid compensation or who provide volunteer services.
- B. For all employees providing any of the services listed below in §2.26.B.2.a, prior to the employee providing the services, the Broker **shall** require:
  1. A Federal criminal history check, and a State criminal history check provided by the Arkansas State Police.
  2. A central registry check, by the DHS Central Registry unit.
    - a. These services include the care, supervision, treatment, or other services, including without limitation, all NET services, where the employee has direct contact with:
      - The elderly.
      - The mentally ill.
      - Developmentally delayed persons.
      - Individuals with mental illnesses.
      - Children who reside in any State-operated facility.
      - Any child.
- C. The Broker **shall not** employ a person as a Driver or Attendant if he or she has been:
  1. Convicted of a misdemeanor for a drug or substance abuse related offense during the last five (5) years.
  2. Convicted of **any** sexual offense or crime of violence.
  3. Convicted of any felony during the last five (5) years.

4. Convicted, which includes a plea of guilty or nolo contendere, of a crime listed in Ark. Code Ann. § 21-15-102(f), unless the conviction has been reversed, vacated, or expunged, or a waiver under § 21-15-104 has been granted.
    - a. A waiver may be granted to an individual five (5) or more years after conviction.
  5. Convicted of a felony or misdemeanor that is listed under Ark. Code Ann. § 21-15-102(g)(2), regardless of whether the conviction has been expunged and regardless of how long ago the crime was committed, unless the conviction has been vacated or reversed. No waiver **shall** be granted.
  6. 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.
- D. Individuals who currently have or have had a suspended or revoked driver's license, commercial or other, within the last five (5) years, **shall not** drive for any purpose under this Contract.
- E. A person **shall not** drive or attend passengers if that individual would be disqualified under Ark. Code Ann. § 20-38-105 or excluded from participation in Arkansas Medicaid under DHS Policy 1088. (*See Attachment L for Policy 1088.*)
- F. The Broker and the subcontractors **shall not** employ a person connected in any way to Medicaid transportation if they have been:
1. Convicted of Medicaid or Medicare fraud.
  2. Terminated from the Medicaid or Medicare program.
  3. Excluded from participation in any Arkansas DHS program.
- G. The Broker **shall** verify that the applicant has resided in the state of Arkansas for the previous five (5) years prior to their application.
1. If the applicant has not lived in Arkansas for the previous five (5) years, Broker **shall** require the applicant provide a separate State background check from the State in which the person resided before Arkansas.
- H. The authorization to release information **must** be signed for the Broker, Subcontractor, and the NET Monitoring Contractor to receive background check results.
- I. Upon inspection, if a Broker is found to be missing records of required pre-employment screening, or if any records of required screenings contain information that would preclude an employee for hire per the requirements of this IFB, the Broker **shall** immediately terminate that employee.

## 2.27 CALL CENTER REQUIREMENTS AND CORRESPONDENCE WITH BENEFICIARIES

- A. Telephone System Requirements  
At a minimum, the Broker **shall** provide a complaint and transportation reservation line, which **must**:
1. Have a toll-free number.
  2. Have the capability to respond to the hearing impaired.
  3. Have the capability to communicate in English, Spanish and Marshallese, or other prevalent language in the Broker's Region(s). The Broker **must** have access to translation services in any other language needed by the Beneficiary.
  4. Be available Monday through Friday from 8:00 a.m. to 5:00 p.m. Central Standard Time.

- B. Calls **must** be answered by live operators.
- C. Operators **shall** always be available while transportation services are in progress (i.e., from the time of first pick-up until the time of last drop-off for the day). DHS may request to modify hours of operation, and the Broker **shall** abide by any modification.
- D. The Broker **shall** provide a number for text communications outside of regular business hours and **shall** monitor text messages for communications from the Beneficiary outside the normal business hours to address any urgent communications relevant to Beneficiary's existing reservations.
  - 1. Example: Beneficiary needs to cancel transportation for an 8:00 A.M. appointment and the Broker's central business office is not open to receive a call for cancellation.
- E. The Broker **shall**:
  - 1. Process one hundred percent (100%) of complaints received pursuant to its complaint resolution process.
    - a. The Broker **shall** submit a complaint resolution process for DHS approval prior to service start date.
  - 2. Provide information about the complaint line to newly enrolled Medicaid Beneficiaries.
  - 3. Maintain a database of all complaints and their disposition.
  - 4. Maintain a computer database to store all calls received on the transportation reservation line and their disposition.
  - 5. Respond to requests for information regarding the NET program from elected officials and the public, subject to the approval of DHS.
- F. The Broker **shall** answer ninety percent (90%) of all calls within thirty (30) seconds and ensure that the wait time after answering does not exceed five (5) minutes for ninety-five percent (95%) of all calls.
- G. All telephone calls received by the Broker from a Beneficiary or agent before 5:00 p.m. on business days, including voicemail, **must** be returned before the end of the day.
- H. Personnel assigned to the telephone **shall** maintain a courteous and polite attitude in all dealings with the public.
- I. The personnel **shall** identify the Broker and themselves by name upon answering a call or upon answer for all outgoing calls.
- J. Should the Broker operate any additional transportation services other than the NET program, the Broker **shall** ensure that the programs are operated separately, and that Medicaid Beneficiaries have access to NET reservation staff during designated business hours.
  - 1. To ensure this, the Broker **shall** provide separate telephone numbers for Medicaid Beneficiaries.
  - 2. For quality assurance purposes, the Broker **shall** have a system in which phone calls are recorded and maintained for up to five (5) years from the date of the call.
- K. The call center **must** have the technological capability to allow for DHS or NET Monitoring Contractor monitoring and auditing of calls, for quality, accuracy, and professionalism.
  - 1. Call recording **must** be made available to DHS or its Monitoring Contractor within five (5) business days of the request.
- L. Bilingual and Telecommunications Device for the Deaf (TDD)

1. The Broker **shall** provide communications in their region for all Beneficiaries who do not speak English.
  2. Access to the hearing and speech impaired **must** be provided by the appropriate telecommunications equipment.
- M. The Broker **shall** notify DHS immediately, but no longer than thirty (30) minutes, upon discovery of the call center being down.
1. In the event of down time, the Broker **shall**:
    - a. Take immediate action to assess the issue and to notify the appropriate technical support/repair personnel to address and correct the issue.
    - b. Keep DHS apprised of the situation and advise of an estimated time when systems will resume full functionality.
    - c. Immediately notify DHS when systems are back up and fully operational.

## 2.28 FUTURE WEBSITE AND MOBILE APPLICATION

- A. It is DHS's intention, in the future, to establish a website and mobile application to provide additional NET communication modalities for Beneficiaries, Brokers, and Providers.
- B. When these endeavors are undertaken, the Broker **shall** support these efforts by engaging with DHS as needed to ensure a seamless process to build, test, and roll out these platforms.
- C. The Broker **shall** use these new communication modalities as instructed by DHS.
- D. The new platforms will not replace the toll-free number; the toll-free number will continue to be used as an option for communications.
- E. Nothing in this Section **shall** be construed to prevent the Broker from offering a website or mobile application at the onset of the Contract. However, such website and mobile application **must** be offered within the rate range proposed by DHS's actuaries.

## 2.29 SUBCONTRACTORS

- A. Service Agreement, Pre-Approval

Prior to the provision of service, the Broker **shall** submit for DHS review a model service agreement that the Broker **shall** use to obtain transportation services through subcontractors [as its transportation providers](#).

  1. The Broker's written agreements with subcontractors 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.
- B. Subcontractor Agreements
  1. The Broker's agreements with subcontractors **must** be in writing and pre-approved by DHS prior to signing with subcontractors.
  2. The Broker's agreements with subcontractors **must** specify the activities required by this IFB that are being delegated to the subcontractor(s).
  3. The Broker **shall** specify prior to the beginning of services, to the subcontractor(s), the respective reporting requirements per this IFB.

4. Subcontractor agreements **must** be provided to the DHS NET Monitoring Contractor. Electronic submission via secured email or SFTP is the preferred method.
5. The Broker is responsible for ensuring that all transportation services are provided by drivers meeting the qualifications as set out in this IFB under the Operational Requirements section, including drivers employed by Broker's subcontractors.
6. Broker is prohibited from establishing or maintaining service agreements with subcontractors that have been:
  - a. Convicted of Medicaid or Medicare fraud;
  - b. Terminated from the Medicaid or Medicare program; or
  - c. Excluded from participation in any Arkansas DHS program.
7. The Broker **shall** keep on file the service agreement for each subcontractor.
8. The Broker **shall** ensure that subcontractors submit documentation, acceptable to DHS or its NET Monitoring Contractor, that demonstrates adherence to all:
  - a. Requisite health and safety standards for vehicle maintenance.
  - b. Vehicle operation.
  - c. Vehicle inspections.
  - d. Vehicle registration with the Arkansas Department of Transportation.
  - e. Insurance and certification requirements, as applicable.
9. The Broker **shall** establish and maintain records and related information in its files for each non-public subcontractor with whom the Broker has entered into a service agreement.
10. Any changes in subcontractors or changes in existing information regarding a subcontractor **must** be recorded preferably at the time of occurrence of the change but not more than a maximum of five (5) business days of the change.
11. The Broker **shall** provide the records of subcontractor changes to the DHS Monitoring Contractor preferably at the time of occurrence of the change but not more than a maximum of five (5) business days of the change.
12. The Broker **shall** negotiate service delivery rates with each qualified subcontractor. Negotiated rates will not change the capitated payment made by DHS for the delivery of transportation services.
13. The Broker **shall** provide accurate and timely payments to each subcontractor based on the agreement between the Broker and subcontractor and the authorized services rendered.
14. The negotiated rate **must** be fully disclosed in the agreement between the subcontractor and the Broker.
15. Broker **shall** ensure each awarded region maintains adequate transportation capabilities and adheres to all requirements of the Americans with Disabilities Act.

C. Unacceptable Performance

1. The Broker **shall** comply with the following steps when its subcontractor does not meet a service requirement::

- a. Notify the subcontractor of the failure to meet requirements within twenty-four (24) business hours of becoming aware of the subcontractor's unacceptable performance.
  - b. , Impose a corrective action plan (CAP) on the subcontractor within three (3) business days
  - c. Monitor the subcontractor to ensure that the CAP has been executed by its deadline, not to exceed thirty (30) days from the date of notice, and that the issue is corrected. The CAP deadline may be extended beyond thirty (30) days, if the subcontractor has taken adequate corrective action but has not been able to complete the CAP within that timeframe.
2. When the subcontractor has failed to take satisfactory corrective action by the deadline, the Broker **shall** terminate the service agreement with the subcontractor and **shall** make any scheduling adjustments necessary to ensure that transportation is still provided to the affected Beneficiaries.
  3. Broker **shall** notify DHS of the subcontractor's unacceptable performance and collaborate with DHS on its imposition of a CAP. DHS reserves the right to direct the Broker to terminate any service agreement with a subcontractor when DHS determines this to be in the best interest of the State.
- D. Default Provision
1. In the event of any type of default by the Broker, the contract may, at the discretion of DHS, be canceled and reassigned to DHS, or to its agent, for continued provision of transportation services.
    - a. All terms, conditions, and rates established by the agreement **shall** remain in effect until or unless re-negotiated with DHS or its assignee, subsequent to the default action.
    - b. Copies of all service agreements between the Broker and subcontractors **must** be forwarded to the DMS NET Monitoring Contractor.
    - c. All written agreements with subcontractors **must** be submitted to DHS or the NET Monitoring Contractor at least thirty (30) calendar days prior to beginning of the transportation services.
    - d. These agreements **must** be accompanied by Broker's attestation as to service that is covered by these agreements.
  2. Regardless of the method or combination of methods used to provide NET service, the Broker is responsible for:
    - a. Management of all services.
    - b. Supervision and monitoring of all personnel.
    - c. Payment for all transportation provided with funds received for the resulting contracts.

### 2.30 PERFORMANCE MONITORING AND REPORTING

- A. Unless otherwise specified herein for a particular report, the Broker **shall** submit all required reports by uploading the data into the NET Monitoring Contractor's portal no later than the fifteenth (15<sup>th</sup>) business day of the month following the reporting month.
- B. In all reporting, the Broker **shall** identify the NET/ADDT/EIDT transportation data separately from all other transportation types where applicable, as well as provide combined reports to reflect the complete services provided under the Contract.
  1. The Broker **shall** collaborate with the NET Monitoring Contractor to determine the required data and format of reports.
  2. -A distinguishing element must be used to identify if the transportation is to or from an ADDT/EIDT facility.

- C. The Broker **shall** fully cooperate with DHS and the DHS NET Monitoring Contractor in monitoring the Broker's performance under this Contract through:
1. Telephone contact.
  2. Customer service satisfaction surveys.
  3. Evaluation and verification of encounter information.
  4. On-site inspections.
- D. DHS reserves the right to review the Broker's or its Subcontractor's records to validate service delivery reports and other information.
1. The Broker or its Subcontractor **shall** provide all requested records and information when and how requested by DHS or the NET Monitoring Contractor.
- E. The Broker or its Subcontractor **shall** allow DHS or the DHS NET Monitoring Contractor to ride on trips to monitor service.
- F. The Broker or its Subcontractor **shall** make vehicles available upon request by DHS or the DHS NET Monitoring Contractor for inspection at any time.
- G. The NET Monitoring Contractor will review complaint reports and maintain a toll-free helpline to receive NET service complaints from Beneficiaries and health providers. When requested, the Broker's Project Director or designee **shall** respond to DHS concerning these complaints immediately.
- H. Failure to provide reporting, or the provision of false or inaccurate information, may be considered fraud and may result in termination of the contract. The Broker and all employees and subcontractors **shall** report suspected Medicaid fraud, waste, and abuse.
- I. Broker Basic Performance Report
1. The DHS 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:
    - a. Average monthly number of Beneficiaries in the region;
    - b. Number of unduplicated Beneficiaries receiving transportation;
    - c. Number of trips provided total and by beneficiary;
    - d. Number of requests for transportation denied, by reason;
    - e. Denial rate (trips provided and/trips denied);
    - f. Number of complaints, by type and resolution of those complaints;
    - g. Complaint rate (complaints divided by trips provided);
    - h. Percentage of pick-ups and deliveries completed on time and those delayed;
    - i. Percentage of trips reported in which required trip data was accurately provided;
    - j. Beneficiary satisfaction surveys.



- k. Call center statistics, including the number of calls received, the time to answer and the average wait time.

J. Service/Encounter Report

1. The Broker **shall** collect data on Beneficiaries and on all NET services furnished to Beneficiaries through an encounter data system or other methods as may be specified by DHS.
2. The Broker **shall** ensure that data received from subcontractors is accurate and complete by:
  - a. Verifying the accuracy and timeliness of reported data.
  - b. Screening the data for completeness, logic, and consistency.
  - c. Collecting data from subcontractors in standardized formats, including secure information exchanges with mutually agreed upon formats.
3. Beneficiary encounter data reports **must** comply with the most current version of Health Insurance Portability and Accountability Act (HIPAA), Health Information Technology for Economic and Clinical Health (HITECH), The Privacy Act of 1974, Arkansas Personal Information Protection Act (A.C.A. § 4-110-104), and other federal and state privacy and security standards, and **must** be submitted in the format required by the Medicaid Statistical Information System, or by any successor system to the Medicaid Statistical Information System.
4. The Broker **shall** cooperate with DHS to fully comply with all encounter data reporting requirements of the Medicaid Statistical Information System or any successor system.
5. The Broker **shall** submit data at a frequency and level of detail to be specified by CMS and the State, based on program administration, oversight, and program integrity needs.
6. The Broker **shall** make all collected data available to DHS or CMS upon request.
7. The Broker **shall** submit all Beneficiary encounter data that is required by DHS for use by DHS and for reporting to CMS as required under 42 CFR § 438.818, including:
  - a. A record of the Beneficiaries utilizing the service.
  - b. Broker **shall** attest to the number of claims and trips submitted each month.
  - c. If applicable, an Escort **shall** be listed for a Beneficiary as "Escort".
  - d. If applicable, an Attendant **shall** be listed for a Beneficiary as "Attendant".
  - e. Trip costs, including data as directed in the annual data request from the DHS actuary.
  - f. Denied and cancelled trips, including reason for denial or cancellation.
  - g. Destination provider Medicaid identification number.
  - h. Date the trip was requested.
  - i. Mode of transportation. If applicable, specifying the subcontractor or alternate transportation provider who delivered NET service for each encounter.
  - j. Whether or not the appointment was after hours.
  - k. Whether or not the appointment was to a provider within the Beneficiary's region.

- l. Identification of others riding with the Beneficiary.
  - m. Scheduled pick-up time at point of origin.
  - n. Actual pick-up time.
  - o. Scheduled appointment time with provider.
  - p. Actual arrival time at destination.
  - q. Return Trip: Scheduled pick-up time.
  - r. Return Trip: Actual arrival time for pick-up at destination.
  - s. Return Trip: Actual drop-off time at point of origin.
  - t. Total miles spent on the NET transportation vehicle.
  - u. Curb-to-curb mileage between the Beneficiary's home and the appointment facility.
  - v. Whether the Beneficiary was ambulatory or in a wheelchair.
  - w. Other encounter data points as may be defined and requested by DHS.
  - x. A notation by the name of a person who may be recently deceased or who has or may have moved out of State.
8. The Broker **shall** upload the encounter data electronically to a MoveIt server. Technology requirements are listed under companion guides in the following link:  
  
<https://humanservices.arkansas.gov/divisions-shared-services/medical-services/helpful-information-for-providers/systemdocs/>
9. The Broker **shall** provide the data no later than the last calendar day of the month after the month transportation was provided. (Example: Transportation services delivered in May 2025 **must** be reported by June 30, 2025).
10. Should Broker fail to report encounter data in an accurate, complete, and timely manner, the Broker **shall not** receive payment for that month of service until:
  - a. The data is submitted accurately.
  - b. The data is accepted by the system.
  - c. The data is verified by the DHS NET Monitoring Contractor.

~~The required reporting data and formats can be found in "Attachment J".~~

K. Status Reports

1. During the execution of activities of the contract, Brokers **shall** submit monthly status reports covering activities, problems, and recommendations.
2. Brokers **shall** submit status reports no later than the fifteenth working day of each month.
3. The status report **must** cover any escalations handled by the Broker within the month, vehicle inspections, staff turnover, and any other activities as determined by DHS.

4. These reports **must** be submitted to DHS or the NET Monitoring Contractor, as directed.

L. Minimum Service Cost Requirement

1. The-Broker **shall** track and report their actual service costs for their region(s) on a per member per month (PMPM) basis.
  - a. DHS will provide a template or its preferred parameters for reporting this data.
2. The DHS actuary will calculate the targeted PMPM service costs for each region for the year.
3. The Broker's actual service costs will be compared against the actuary's targeted service costs.
4. If the Broker's actual service costs PMPM falls below ninety-five percent (95%) of the targeted service costs PMPM, the Broker **shall** remit payment to DHS in an amount equal to the amount of the actual service cost PMPM that falls below the 95% targeted service cost PMPM multiplied by the contracted period member months.
5. DHS will notify the Broker of any recoupment due to DHS and the Broker **shall** remit this payment to DHS by the requested deadline.

M. Driver Reports

1. The Broker **shall** provide the DHS NET Monitoring Contractor with a roster of drivers two (2) weeks before the service start date.
2. Drivers **shall** be listed separately for each subcontractor of the Broker.
3. The roster **must** include at a minimum:
  - a. Driver's name (including maiden and/or previously used names).
  - b. Driver's date of birth.
  - c. Arkansas driver's license number.
  - d. Date of hire.
  - e. Date of discharge.
4. The Broker **shall** ensure the roster is:
  - a. Updated immediately so that in-house records accurately reflect additions and deletions in personnel.
  - b. Submitted to the NET Monitoring Contractor within five (5) business days of all changes.
  - c. Submitted to DHS the fifteenth working day of the calendar month following the end of the reporting month.
5. At a minimum, the Broker **shall** maintain the following data and/or driving compliance information in the driver records, for each driver and attendant, and send to NET Monitoring Contractor:
  - a. Driver's name, date of birth, and Social Security number.
  - b. Copy of a valid driver's license.
  - c. Driving record for previous three (3) years obtained from Arkansas State Police or Information

- Network of Arkansas (INA), updated annually.
- d. Certificates and documentation for current First Aid and CPR training, updated every two (2) years.
- e. Child **and** Adult Maltreatment Checks updated every three (3) years.
- f. Criminal Background Check updated every five (5) years.
- g. Documentation of child passenger safety training.
- h. Lift operation and wheelchair securement training.
- i. Documentation of defensive driving training.
- j. Documentation of all complaints received regarding the driver.
- k. Dates and details of any CAP, monitoring, additional training, or other relative actions taken and results of those actions.
- l. Documentation of all accidents or moving violations involving the driver, both in the NET vehicle and in their personal vehicle or other vehicles while not working for the Broker.

N. Vehicle Reports

1. The Broker **shall** provide the DHS 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.
2. The list **shall** include, for each vehicle:
  - a. Name of Transportation Provider.
  - b. Manufacturer and model.
  - c. Model year.
  - d. Vehicle Identification Number.
  - e. Type of vehicle (minibus, wheelchair van).
  - f. Last date of inspection and service of the vehicle.
3. The roster **must** be updated to reflect vehicle additions and deletions.
4. The updated roster **shall** be submitted by the fifteenth working day of the month following the end of the reporting month and **must** include, but is not limited to, the following documentation for each vehicle:
  - a. Manufacturer, make, and model year.
  - b. Vehicle Identification Number (VIN).
  - c. Odometer reading at the time the vehicle entered service under this contract and current odometer reading
  - d. Type of vehicle – examples include, but are not limited to: minibus, wheelchair van, or NET van.
  - e. Capacity (number of passengers).

- f. License plate number.
  - g. Insurance certifications.
  - i. Arkansas Department of Finance and Administration-issued registration permit and a vehicle stamp.
  - h. Special equipment (lift, etc.).
  - i. Last inspection and/or service of the vehicle.
5. Records **must** be maintained of the initial inspection and all subsequent inspections.
- O. Accident And Violation Reports
1. The Broker **shall** immediately notify, but no later than 30 minutes after, the NET Monitoring Contractor and DHS of any accident while providing services under the Contract, whether or not it resulted in a driver or passenger injury or fatality. [The Broker shall notify the designated DHS contact via phone text message, as well as sending an email to the designated DHS inbox. DHS will provide designated contact information prior to contract start.](#)
  2. The Broker **shall** file a written accident report with the DHS NET Monitoring Contractor within three (3) working days of the accident.
  3. The Broker **shall** file the written police report with the DHS NET Monitoring Contractor as soon as it becomes available from the police department.
  4. The Broker **shall** cooperate with DHS and the NET Monitoring Contractor during any ensuing investigation.
  5. The Broker **shall** notify the DHS NET Monitoring Contractor within twenty-four (24) hours of any moving violations that occur while delivering services under this contract.
  6. The Broker **shall** provide a copy of the citation to the DHS NET Monitoring Contractor within ten (10) working days of the violation.
  7. The Broker **shall** maintain copies of each accident report in the files of both the vehicle and the driver involved in the accident.
  8. Police reports associated with moving violations **must** be maintained in the file of the responsible driver.
  9. The requirements of this section **must** be incorporated in all service agreements between the Broker and its Subcontractor.
- P. Complaint Reports
1. The Broker **shall** 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 NET Monitoring Contractor by the fifteenth day of the month following the end of the reporting month and upon request.
- Q. Call Center Reports
1. The Broker **shall** provide DHS Monitoring Contractor with a monthly call center report.
  2. The report **must** include, but is not limited to, the following information:
    - a. Calls received.

- b. Calls answered.
  - c. Calls abandoned.
  - d. Percentage of calls abandoned.
  - e. Average speed to answer calls.
  - f. Average wait time (after answer).
  - g. Average talk time.
3. The Broker may be required to provide the Call Center Metrics Report more frequently if performance deficiencies are indicated.
- R. Should a Broker provide incomplete or inaccurate documentation and/or reporting data for any required or requested information, the Broker will be notified of such and **shall** immediately provide the complete and/or corrected documents and/or data as directed. If the submission is still deemed incomplete or inaccurate by DHS or the Monitoring Contractor, the Broker **shall** immediately re-submit the document and/or data until DHS or the Monitoring Contractor confirms receipt of complete and/or accurate documents or data.
- S. Report and Record Retention
1. All reports and records **must** be retained for ten (10) years after contract termination, or until the end of any audit started within that timeframe, whichever is later.
    - a. These include the Broker's service agreement for each subcontractor and each subcontractor's registration with the Arkansas Department of Transportation.
  2. The Broker **shall** have the capacity to produce documents when requested and provide these electronically.
  3. All Broker's records pertaining to the contract **must** be housed at the central business office and **must** be retrievable within five (5) business days for review at the request of DHS and its authorized representatives.
  4. All paper records **must** be stored in a fire-resistant container in a manner designed for retrieval upon request.

### 2.31 TECHNOLOGY REQUIREMENTS

- A. In accordance with 42 CFR § 438.242(a), the Broker **shall** maintain in the central business office a health information system that collects, analyzes, integrates, and reports data and can achieve the objectives of this Contract. The system **must** provide information on areas including, but not limited to, utilization, claims, and complaints.
- B. The Broker **must** comply with Section 6504(a) of the Affordable Care Act, which requires that State claims processing and retrieval systems are able to collect data elements necessary to enable the mechanized claims processing and information retrieval systems in operation by the State to meet the requirements of Section 1903(r)(l)(F) of the Act.
- C. The Broker **shall** have adequate technology and computer systems to meet all reporting requirements prescribed under this IFB, including electronic submission of encounter information.
- D. The following link provides the Technology Requirements:

<https://humanservices.arkansas.gov/divisions-shared-services/medical-services/helpful-information-for-providers/systemdocs/>

E. The Broker **must** comply with DHS/Office of Information Technology (OIT) Standard information technology requirements, as specified in Attachment J – ARDHS – OIT-Standard IT Requirements.

1. For verification purposes, the Prospective Contractor **shall** include the completed Attachment J: ARDHS OIT Standard IT Requirements within bid-submission fourteen (14) days of contract award. If a Prospective Contractor responds with “Does Not Apply” to a requirement in Attachment J, the Prospective Contractor **shall** add an explanation in the Comments column. DHS will review the submission and incorporate the submission and any updates required by DHS to the Contractor in the resulting contract.

E.F. The Contractor **shall** ensure and maintain compliance with the most current version of Health Insurance Portability and Accountability Act (HIPAA), Health Information Technology for Economic and Clinical Health (HITECH), The Privacy Act of 1974, Arkansas Personal Information Protection Act (A.C.A. § 4-110-104), and other Federal and State privacy and security standards. Prior to award, the Contractor must complete and sign a Business Associate Agreement (BAA). DHS may also require either a Data Sharing Agreement or Interconnection Agreement in addition to the Business Associate Agreement to cover the transmission of sensitive data that may not be explicitly covered under the BAA in order to meet Centers for Medicare and Medicaid Services (CMS) requirements. The State of Arkansas Security and Privacy policies can be found at:

[DHS Policy 1001](#)

[DHS Policy 1003](#)

[DHS Policy 4002](#)

[DHS Policy 4008](#)

[DHS Policy 4009](#)

[DHS Policy 5000](#)

[DHS Policy 5010](#)

[DHS Policy 5011](#)

F.G. The Contractor **shall** disclose any breaches of privacy or security by contacting the DHS Information Technology Security Office within one (1) business day of the breach at [DHS.IT.Security.Team@dhs.arkansas.gov](mailto:DHS.IT.Security.Team@dhs.arkansas.gov).

G.H. The Contractor **shall** use protected health information and/or other confidential information only in a manner that is necessary to provide the services required in this solicitation.

H.I. The Contractor **shall** safeguard the use and disclosure of, and restrict access to, protected health information and/or other confidential information.

I.J. All encounter information **must** be securely submitted to the Arkansas Medicaid Fiscal Agent in EDI 837 format.

J.K. The Broker **shall** submit a test file in EDI 837 format to Arkansas Fiscal Agent for review and approval no later than forty-five (45) days prior to the start of operations.

K.L. If the Broker does not have the capability after sixty (60) calendar days from the contract start date to successfully test the EDI transaction, the contract may be terminated for cause.

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

## 2.32 DISASTER RECOVERY AND INCLEMENT WEATHER

A. The Broker **shall** develop and maintain a disaster recovery plan designed to minimize any disruption to transportation services during inclement weather, a natural disaster, or any other acute emergency event that may disrupt telephone, information technology systems, and/or transportation services, including cyberattack or other system outages.

- B. The plan **must** include every area within the Broker's designated region(s) and **must** include restoration time for resuming normal transportation
- C. The Disaster Recovery Plan **shall** have provisions for transporting Beneficiaries who need critical medical care during adverse conditions such as adverse weather conditions or disasters, instances of security threats, states of emergency, or other instances where normal road travel is impeded or dangerous.
1. Critical medical care **shall** include but not be limited to:
    - a. Dialysis;
    - b. Chemotherapy;
    - c. Radiation treatment.
  2. DHS **shall** have final determination of the types of medical appointments that apply as critical medical care and **shall** have final determination on a case-by-case basis of any appointments for which transportation **shall** be provided.
  3. "Adverse weather conditions" includes but is not limited to, extreme heat, extreme cold, flooding, tornado warnings, and heavy snowfall or icy roads.
  4. "Disasters" that may impede access to Medicaid transportation include security-related threats such as pandemics, massive chemical spills, terrorist attacks, significant fires, and mass shooting incidents.
- D. The Disaster Recovery Plan **shall** include the following components:
1. Measures taken to minimize the threat of a disaster at the Broker's central business office and other facilities, including physical security and fire detection and prevention.
  2. Provisions for accepting Beneficiary telephone calls and scheduling transportation in the event of a disaster at the Transportation Broker's central business office or the failure of the Transportation Broker's reservation system.
  3. Procedures to be utilized to minimize the loss of required records in the event of fire, flood, or other disaster.
  4. Off-site record storage and backup in the continental United States.
- E. The Broker **shall** maintain adequate backup or necessary equipment (snow chains, etc.) to ensure continued scheduling and transportation capability.
- F. The Disaster Recovery Plan **shall** include:
1. Documentation of "who" **shall** declare a disaster or failover, escalation communication, and process for DHS approval to begin implementing the disaster recovery plan;
  2. Details regarding the Broker providing formal notice to DHS whenever adverse weather or disaster plans are put into effect and when the status is ended
  3. Identification of the critical business processes and functions to be recovered and the process for DHS approval and periodic review.
  4. For each critical business process and function:
    - a. Identification of potential system failures for the process;
    - b. Risk analysis for potential failure



- c. Impact analysis of potential failure, and
  - d. Definition of minimum acceptable levels of output;
  - e. Backup for telecommunications links and networks;
  - f. Data retention (ten years), storage, and access to backup files and software;
  - g. Ransomware Recovery Plan that outlines the procedures and strategies for the Contractor to recover from a ransomware attack
5. The Recovery Time Objective (RTO) for critical operations **shall** be restored within four (4) hours.
  6. The Recovery Point Objective (RPO) for data loss **shall** be restored within one (1) hour.
- G. The Disaster Recovery Plan **shall** be submitted to DHS for approval two (2) weeks prior to the transportation service start date and thereafter to DHS or the Monitoring Contractor upon request.
- H. Should conditions be extreme enough that the Broker wants to temporarily discontinue service until after the situation resolves, the Broker **shall** request a temporary stop from DHS. The Broker **shall** continue to provide services until receiving approval to discontinue services from DHS.

### 2.33 RATES AND PAYMENT

- A. Bidders **shall** provide a per member per month (PMPM) base rate for each region for which they are submitting a bid.
1. The member count is the number of NET eligible persons in a region prior to the month of service. For example, the member count for September would be the number of NET eligible persons (members) in August.
  2. DHS **shall** provide the Broker the monthly number of NET eligible Beneficiaries, as determined by the DHS fiscal agent. This number of members will be used to calculate the monthly payment.
  3. The PMPM rates that are submitted by the bidder **shall** be within the range listed on each region's official bid price sheet, in order to be considered for the NET contract award.
  4. The Broker's rate (capitated rate) for the region will be multiplied by the number of monthly NET eligible Medicaid members in the region (capitated rate x monthly members).
- B. Data Book Provisions
1. A data book (*See Exhibits 1 and 2 in the bidder's library*) is provided for informational purposes only to assist bidders in understanding the Beneficiary and service utilization from a historical perspective.
  2. The amounts shown in the data book represent the DHS best effort of a true and accurate accounting of each item as known to the department at the time of this IFB publication.
- C. Rates - Annual Rates and Monthly Trip Reporting
1. All NET trips **must** be entered into the DHS system by 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 DHS the following month. For example, NET trips provided in May 2026 **must** be reflected in the DHS system no later than June 30, 2026, in order for a Broker to receive July 2026 payment.
  2. The Broker **shall** monitor the DHS system in order to ensure that all qualifying trips are reflected.

3. The Broker **shall** immediately report any issues to the NET Monitoring Contractor in order to meet the reporting deadlines and accuracy standards.

D. Rates and Monthly Reconciliations

1. Rates will be evaluated and are subject to change, at a minimum, annually. .
2. The Broker **shall** accept the most current monthly PMPM payment as payment in full, inclusive of all implementation costs, administrative costs, transportation costs, overhead, and profit, for all services required under the resulting contract.
3. Following the close of each annual contract period, DHS **shall** reconcile payment based on any difference of the *actual* number of NET eligible members for each month of service and the number of persons for which the PMPM payments were made.
  - a. The actual number of NET eligible members is defined as those being eligible to receive NET services for a minimum of fourteen (14) days of a month.
    - i. The number of days the Beneficiary was "NET eligible" is not calculated 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 that is based on the date of the notice of the eligibility determination.
    - ii. An additional PMPM payment will be made to the Broker if the actual number of NET eligible(s) exceeds the number for which payment was previously made.
    - iii. Conversely, if the number of NET eligible(s) for which payment was made exceeds the actual number, this difference **shall** be deducted from a future payment to the Broker.
  - b. The term "NET eligible" refers to Medicaid Beneficiaries who were approved for one of the Medicaid Aid categories eligible for NET.
    - i. The eligibility under this IFB **shall not** include retroactive eligibility as contemplated under the Division of County Operations [Medical Services Policy Manual](#), 20 CAR pt. 500, and it **shall not** include the period of time from the application date until the **date of eligibility determination notice**.
    - ii. 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 reserves the right to deduct Medicaid fee adjustments from the Broker's monthly invoice prior to payment.
5. DHS will notify the Broker in writing of any claim for contractual performance standards damages. Broker **shall** follow the State's instruction regarding payment of any compensation due to its assessment of damages.
6. Payment **shall** be made in accordance with applicable State of Arkansas accounting procedures.
7. Broker **shall** be registered to receive payment and future IFB notifications. If you are not a registered vendor, you **must** register online at <https://www.ark.org/vendor/index.html>.

E. Payment to Subcontractors

1. The Broker **shall** provide payment to subcontractors in accordance with the terms of the service agreement between the Broker and the subcontractor.
2. Brokers **shall** make full payment to subcontractor(s) for authorized trips within a reasonable time, not to exceed

thirty (30) calendar days, following the Broker's receipt of an invoice from the subcontractor.

3. The Broker **shall** render payment to subcontractors for authorized trips made in accordance with this IFB and the terms of the Contract.
4. DHS **shall not** be responsible or intervene on behalf of any subcontractor should the Broker fail to provide timely payment, or for any other matter of dispute between the Broker and the subcontractor.

F. Solvency and Liability of Beneficiaries

1. Broker **shall** provide assurances satisfactory to DHS showing that its provision against the risk of insolvency is adequate to ensure that its Beneficiaries and DHS will not be liable for the Broker's debts if the Broker becomes insolvent.
2. Broker **shall not** hold its Beneficiaries liable for any of the following:
  - a. The Broker's debts, in the event of the Broker's insolvency.
  - b. Covered NET services provided to the Beneficiary for which:
    - i. DHS did not pay the Broker; or
    - ii. DHS or the Broker did not pay the individual or provider that furnished the NET services under a subcontract.
  - c. Payments for covered NET services furnished under a subcontract, referral, or other arrangement, to the extent that those payments exceed the amount the Beneficiary would owe if the Broker covered the NET services directly.

**2.34 AUDITS**

- A. The Broker **shall** allow DHS, OMIG, MFCU, CMS, the Office of the Inspector General, the Comptroller General, and their designees, at any time, to inspect and audit any of its records or documents and inspect its premises, physical facilities, and equipment where Medicaid-related activities or work is conducted.
- B. The right to audit under this section **shall** exist for ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later.
- C. All of the Broker's subcontracts **must** fulfill the requirements of this part, including the same audits and inspections as outlined in §2.34.B above, for the service or activity delegated under the subcontract. This requirement **must** be included in the Service Agreement with a Subcontractor.
- D. The Broker **shall** submit audited financial reports specific to this contract on an annual basis and by a deadline specified by DHS or the Monitoring Contractor. The audit **must** be conducted in accordance with generally accepted accounting principles and generally accepted auditing standards.
- E. The Broker **shall** retain and require subcontractors to retain, as applicable, the following information:
  1. Base data as required by 42 CFR § 438.8(c);
  2. MLR reports as required in 42 CFR § 438.8(k); and
  3. The data, information, and documentation specified in 42 CFR §§ 438.604, 438.606, 438.608, and 438.610 for a period of no less than ten (10) years.

**2.35 CONTINUED NET SERVICES UPON CONTRACT TERMINATION**

- A. One hundred-eighty (180) calendar days prior to the contract end date, or at any time that DHS determines an earlier contract termination with a Broker is necessary, the Broker **shall** submit for DHS

approval a detailed plan for transitioning all contracted services to DHS, or to another Broker selected by DHS to provide the contracted services. The Broker **shall** include in the plan:

1. A proposed approach to the transition,
  2. Complete and updated system and user documentation,
  3. A list of Contractor's tasks, subtasks, and schedule for all transition activities,
  4. The Broker's organizational chart and staffing matrix, for all staff responsible for transition activities including title, telephone number, and email address,
  5. A detailed explanation of operational tasks and procedures necessary to support ongoing operations during transition, and
  6. A detailed description of the services required by the new Broker to complete the transition.
  7. Provisions for the delivery of all proprietary data collected and/or created during the life of the Contract to DHS thirty (30) calendar days prior to the Contract end date.
  8. All proprietary data collected and/or created during the final thirty (30) business days of the Contract, or any proprietary data not captured in the initial delivery, **shall** be delivered to DHS no more than fifteen (15) business days following the Contract end date.
  9. DHS reserves the right to request re-submission of any proprietary information deemed unacceptable after the Contractor's initial transfer.
- B. DHS **shall** designate the acceptable format and delivery method of all proprietary data. Broker **shall** ensure timely delivery of DHS data in the requested format and **Broker shall not** implement the plan until it has received DHS's written approval of the plan.
- C. Transition Plan Acceptance Process
1. If DHS rejects any language in the plan, DHS will give the Broker a written description of the changes that **must** be made to the plan.
  2. The Broker **shall** make the required updates by the deadline provided by DHS.
  3. This cycle of submission, review, rejection, revision, and resubmission **shall** be repeated until DHS accepts the plan.
  4. All transition activity **shall** be included in the contract price.
- D. Ten (10) business days after the completed transition, the Broker **shall** provide DHS with a Transition Results Report documenting the results of each step of the Transition Plan. The transition **shall not** be considered complete until this document is approved by DHS.
- E. The Broker **shall** take all reasonable action to provide a minimally disruptive turnover.
- F. The Broker **shall** include the cost of all transition activity in their bid price.
- G. During transition, the Broker **shall** fully and timely comply with:

1. Requests for historical utilization data from DHS or from the new Broker, in compliance with federal and state law.
2. Any other required procedures as specified by the Secretary of the U.S. Department of Health and Human Services to ensure continued access to NET services for the affected Beneficiaries.

### 2.36 SEVERABILITY

- A. If any statute or regulation is enacted which requires a change in the resulting contract or any attachment thereto, then both parties will deem the Agreement, this Amendment, or any attachment thereto, as applicable to the required change, to be automatically amended to comply with the newly enacted statute or regulation as of its effective date.
- B. If any provision of the resulting contract, Amendment (including items incorporated by reference), or any attachment hereto, is declared or found to be illegal, unenforceable, or void, then both DHS and the Broker will be relieved of all obligations arising under such provision. If the remainder of the Agreement is capable of performance, it will not be affected by such declaration or finding and will be fully performed.
- C. Should any part of the scope of work under any resulting contract relate to a state program that is no longer authorized by law (e.g., which has been vacated by a court of law, or for which CMS has withdrawn federal authority, or which is the subject of a legislative repeal), the Broker **must** do no work on that part after the effective date of the loss of program authority. In such event as outlined above:
  - a. The state **must** adjust capitation rates to remove costs that are specific to any program or activity that is no longer authorized by law.
  - b. If the Broker works on a program or activity no longer authorized by law after the date the legal authority for the work ends, the Broker will not be paid for that work.
  - c. If the state paid the Broker in advance to work on a no-longer-authorized program or activity and under the terms of the resulting contract the work was to be performed after the date the legal authority ended, the payment for that work should be returned to the state. However, if the Broker worked on a program or activity prior to the date legal authority ended for that program or activity, and the state included the cost of performing that work in its payments to the Broker, the Broker may keep the payment for that work even if the payment was made after the date the program or activity lost legal authority.

### 2.37 PERFORMANCE STANDARDS

- A. State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided. *Attachment C: Performance-Based Contracting* identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards a vendor **must** meet to avoid assessment of damages.
- B. The State may be open to negotiations of Performance Standards prior to contract award, prior to the commencement of services, or at times throughout the contract duration.
- C. The State **shall** have the right to modify, add, or delete Performance Standards throughout the term of the contract, should the State determine it is in its best interest to do so. Any changes or additions to performance standards will be made in good faith following acceptable industry standards and may include the input of the vendor so as to establish standards that are reasonably achievable.
- D. All changes made to the Performance Standards **shall** become an official part of the contract.
- E. Performance Standards **shall** continue throughout the term of the contract.
- F. Failure to meet the minimum Performance Standards as specified **may** result in the assessment of damages or termination of the contract.

- G. In the event a Performance Standard is not met, the vendor will have the opportunity to defend, respond to, or cure to as determined by the State, the insufficiency. The State **may** waive damages if it determines there were extenuating factors beyond the control of the vendor that hindered the performance of services or it is in the best interest of the State. In these instances, the State **shall** have final determination of the performance acceptability.
- 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.

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

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

#### **3.1 GENERAL INFORMATION (NON-NEGOTIABLE)**

- A. The State **shall not** lease any equipment or software for a period of time that 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 that 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:
  1. The right to possession.
  2. The right to accrued payments.
  3. The right to expenses of deinstallation.
  4. The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
  5. 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:
  1. The extent of liability for such risk is based upon the purchase price of the equipment or software at the time of any loss.
  2. The contract has required the State to carry insurance for such risk.

#### **3.2 CONTRACT AMENDMENTS**

- A. The contract may be amended only in writing. All amendments, including this Amendment, are fully incorporated into the contract and effective upon the date of signing by both parties.
- B. The contract and all amendments will be governed by, construed, and enforced in accordance with the laws of the State of Arkansas applicable to contracts to be performed solely within the State. The State and DHS in no way waive the protections of Sovereign Immunity by any language contained in an amendment.
- C. The parties agree to exclusive jurisdiction of any matter arising out of the contract or all amendments in the State Claims Commission of the State of Arkansas.

### 3.3 CONDITIONS OF CONTRACT

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

### 3.4 PERFORMANCE BONDING

- A. The Contractor **shall** be required to obtain performance bonds to protect the State's interest as follows:
  - 1. The amount of the performance bonds **shall** be one hundred percent (100%) of the annual contract price, unless the State determines that a lesser amount would be adequate for the protection of the State. Such performance bond **must** be provided to DHS prior to signing the contract.
  - 2. The State **shall** require additional performance bond protection when a contract price is increased or modified.
  - 3. The additional performance bond **must** be delivered to the Arkansas Department of Human Services Chief Procurement Officer within fourteen (14) calendar days of request.
  - 4. The contractor **shall** notify the State of any changes, modification, or renewals for the performance bond during the term of the contract. The performance bond documentation **must** be provided to the State with each required notice.
  - 5. Failure to provide is a breach of contract and may result in immediate contract termination, prohibition against future bidding with the State, the addition of Contractor to the DHS excluded provider list, etc.

### 3.5 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 six (6) years from expiration date and final payment on the contract or extension thereof.
- C. Other sections of this *Bid Solicitation* may contain additional requirements regarding record retention.

### 3.6 PRICE ESCALATION

- A. Rates under this contract are governed by the Medicaid approved rates and any increases to Medicaid rates for Arkansas Medicaid enrolled providers. See Ark. Code Ann. §§ 20-76-112 and 20-77-110.
- B. Contract price increases may be considered at the time of contract renewal, but any request for an increase in rates **must** be submitted to DHS six (6) months prior to renewal with accompanying justification. However, DHS **must** abide by the approval protocols set forth in statutes regarding Medicaid provider rate increases. For contract prices not governed by Medicaid provider rate statutes, the vendor **must** provide to the Office of



Procurement (OP) 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 bid price. DHS 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. DHS shall have the right to approve or deny the request.

### 3.7 CONFIDENTIALITY

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

### 3.8 CONTRACT INTERPRETATION

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

**SECTION 4 – STANDARD TERMS AND CONDITIONS**

- **Do not provide responses to items in this section.**
- 1. **GENERAL:** Any special terms and conditions included in this solicitation **shall** override these Standard Terms and Conditions. The Standard Terms and Conditions and any special terms and conditions **shall** become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.
- 2. **ACCEPTANCE AND REJECTION:** The State **shall** have the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the State.
- 3. **BID SUBMISSION:** Original Bid Packets **must** be submitted to the Office of State Procurement on or before the date and time specified for bid opening. The Bid Packet **must** contain all documents, information, and attachments as specifically and expressly required in the *Bid Solicitation*. The bid **must** be typed or printed in ink. The signature **must** be in ink. Unsigned bids **shall** be disqualified. The person signing the bid should show title or authority to bind the firm in a contract. Multiple bids **must** be placed in separate packages and should be completely and properly identified. Late bids **shall not** be considered under any circumstances.
- 4. **PRICES:** Bid unit price F.O.B. destination. In case of errors in extension, unit prices **shall** govern. Prices **shall** be firm and **shall not** be subject to escalation unless otherwise specified in the *Bid Solicitation*. Unless otherwise specified, the bid **must** be firm for acceptance for thirty (30) 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. Contractors **must** bid unit price on the estimated quantity and unit of measure specified. The State may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual Requirements of the ordering agency.
- 6. **BRAND NAME REFERENCES:** Unless otherwise specified in the *Bid Solicitation*, any catalog brand name or manufacturer reference used in the *Bid Solicitation* is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid **must** show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The State **shall** have the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the State may require the Contractor to supply additional descriptive material. The Contractor **shall** guarantee that the product offered will meet or exceed specifications identified in this *Bid Solicitation*. Contractors not bidding an alternate to the referenced brand name or manufacturer **shall** be required to furnish the product according to brand names, numbers, etc., as specified in the solicitation.
- 7. **GUARANTY:** All items bid **shall** be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the *Bid Solicitation*. The Contractor hereby guarantees that everything furnished hereunder **shall** be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it **shall** conform thereto and **shall** serve the function for which it was furnished. The Contractor **shall** further guarantee that if the items furnished hereunder are to be installed by the Contractor, such items **shall** function properly when installed. The Contractor **shall** guarantee that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The Contractor's obligations under this paragraph **shall** survive for a period of one (1) year from the date of delivery, unless otherwise specified herein.
- 8. **SAMPLES:** Samples or demonstrators, when requested, **must** be furnished free of expense to the State. Each sample should be marked with the Contractor's name and address, bid or contract number and item number. If requested, samples that are not destroyed during reasonable examination will be returned at Contractor's expense. After reasonable examination, all demonstrators will be returned at Contractor's expense.
- 9. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used, and the reasonable cost of the testing **shall** be borne by the Contractor.
- 10. **AMENDMENTS:** Contractor's bids cannot be altered or amended after the bid opening except as permitted by regulation.

- 11. TAXES AND TRADE DISCOUNTS:** Do not include State or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
- 12. AWARD:** *Term Contract:* A contract award will be issued to the successful Contractor. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency. *Firm Contract:* A written State purchase order authorizing shipment will be furnished to the successful Contractor.
- 13. DELIVERY ON FIRM CONTRACTS:** This solicitation shows the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the Contractor cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of State Procurement **shall** have the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere, and any additional cost **shall** be borne by the Contractor.
- 14. DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery **shall** be made during agency work hours (8:00 a.m. to 4:30 p.m. Central Time) unless prior approval for other delivery has been obtained from the agency. Packing memoranda **shall** be enclosed with each shipment.
- 15. STORAGE:** The ordering agency is responsible for storage if the Contractor delivers within the time required and the agency cannot accept delivery.
- 16. DEFAULT:** All commodities furnished **shall** be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications **shall** authorize the Office of State Procurement to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting Contractor. The Contractor **must** give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the Contractors list or suspension of eligibility for award.
- 17. VARIATION IN QUANTITY:** The State assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.
- ~~18.~~
- 19.18. 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.
- 20.19. 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.
- 21.20. CLAIMS (NON-NEGOTIABLE):** Any claims the Contractor may assert under this Agreement **shall** be brought before the Arkansas State Claims Commission ("Commission"), which **shall** have exclusive jurisdiction over all claims that the Contractor may have arising from or in connection with this Agreement. Unless the Contractor's obligations to perform are terminated by the State, the Contractor **shall** continue to provide the Services under this Agreement even if the Contractor has a claim pending before the Commission.
- 22.21. DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977 relating to unfair employment practices, the Contractor agrees that: (a) the Contractor **shall not** discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the Contractor **shall** state that all qualified applicants **shall** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the Contractor will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the Contractor to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause **shall** be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the Contractor **shall** include the provisions of above items (a) through (d) in every subcontract so that such provisions **shall** be binding upon such subcontractor or Contractor.
- 23.22. CONTINGENT FEE:** The Contractor guarantees that no one has been retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for securing business.
- 24.23. ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this solicitation, the Contractor named on the *Bid Signature Page* for this solicitation, acting herein by the authorized

individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.

**25.24. DISCLOSURE (NON-NEGOTIABLE):** 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.