

## BID SIGNATURE PAGE

Type or Print the following information.

| PROSPECTIVE CONTRACTOR'S INFORMATION   |   |   |                    |
|--|---|---|--------------------|
| Company:                               | Area Agency on Aging of Western Arkansas, Inc.  |   |                    |
| Address:                               | 524 Barrison Ave  |   |                    |
| City:                                  | Fort Smith  | State:  | AR Zip Code: 72901 |
| Business Designation:                  | <input type="checkbox"/> Individual <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Public Service Corp<br><input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit  |   |                    |
| Minority and Women-Owned Designation*: | <input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> American Indian <input type="checkbox"/> Asian American <input type="checkbox"/> Service Disabled Veteran<br><input type="checkbox"/> African American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Pacific Islander American <input type="checkbox"/> Women-Owned |   |                    |
| AR Certification #: _____              |   | * See <i>Minority and Women-Owned Business Policy</i> |                    |

| PROSPECTIVE CONTRACTOR CONTACT INFORMATION  |                       |                  |                            |
|---|-----------------------|------------------|----------------------------|
| <i>Provide contact information to be used for bid solicitation related matters.</i> |                       |                  |                            |
| Contact Person:   | Dina Newman           | Title:           | Transportation Project Dir |
| Phone:  | 479-783-4500          | Alternate Phone: | 479-652-5619               |
| Email:  | dnewman@agingwest.org |                  |                            |

| CONFIRMATION OF REDACTED COPY  |
|--|
| <input type="checkbox"/> YES, a redacted copy of submission documents is enclosed.<br><input type="checkbox"/> NO, a redacted copy of submission documents is <u>not</u> enclosed. I understand a full copy of non-redacted submission documents will be released if requested.  |
| <p><i>Note: If a redacted copy of the submission documents is not provided with Prospective Contractor's response packet, and neither box is checked, a copy of the non-redacted documents, with the exception of financial data (other than pricing), will be released in response to any request made under the Arkansas Freedom of Information Act (FOIA). See Bid Solicitation for additional information.</i></p> |

| ILLEGAL IMMIGRANT CONFIRMATION   |
|--|
| By signing and submitting a response to this <i>Bid Solicitation</i> , a Prospective Contractor agrees and certifies that they do not employ or contract with illegal immigrants. If selected, the Prospective Contractor certifies that they will not employ or contract with illegal immigrants during the aggregate term of a contract. |

| ISRAEL BOYCOTT RESTRICTION CONFIRMATION   |
|---|
| By checking the box below, a Prospective Contractor agrees and certifies that they do not boycott Israel, and if selected, will not boycott Israel during the aggregate term of the contract. |
| <input type="checkbox"/> Prospective Contractor does not and will not boycott Israel.   |

**An official authorized to bind the Prospective Contractor to a resultant contract must sign below.**

The signature below signifies agreement that any exception that conflicts with a Requirement of this *Bid Solicitation* will cause the Prospective Contractor's bid to be disqualified:

Authorized Signature: Jennifer Hallum Title: President / CEO  
Use Ink Only.

Printed/Typed Name: Jennifer Hallum Date: 10/3/18

**CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM**

F-1

Failure to complete all the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

**SUBCONTRACTOR:**  YES  NO **SUBCONTRACTOR NAME:** \_\_\_\_\_ **Contractor for which this is a subcontractor:** \_\_\_\_\_

**Estimated dollar amount of subcontract:** \_\_\_\_\_

**TAXPAYER ID NAME:** Area Agency on Aging of Western Arkansas, Inc. **IS THIS FOR:**  Goods?  Services  Both?

**YOUR LAST NAME:** \_\_\_\_\_ **FIRST NAME:** \_\_\_\_\_ **MI:** \_\_\_\_\_

**ADDRESS:** 524 Garrison Ave

**CITY:** Fort Smith **STATE:** AR **ZIP CODE:** 72901 **COUNTRY:** UNITED STATES OF AMERICA

**AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:** \_\_\_\_\_

**FOR INDIVIDUALS \***

Indicate below if: you, your spouse or the brother, sister, parent, or child of you or your spouse is a current or former: Member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

| Position Held                    | Mark (✓)                 |                          | Name of Position of Job Held<br>(senator, representative, name of board/commission, data entry, etc.) | For How Long? |             | What is the person(s) name and how are they related to you?<br>(i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.) | Relation |
|----------------------------------|--------------------------|--------------------------|---|---------------|-------------|---|----------|
|                                  | Current                  | Former                   |   | From<br>MM/YY | To<br>MM/YY |   |          |
| General Assembly                 | <input type="checkbox"/> | <input type="checkbox"/> |   |               |             |   |          |
| Constitutional Officer           | <input type="checkbox"/> | <input type="checkbox"/> |   |               |             |   |          |
| State Board or Commission Member | <input type="checkbox"/> | <input type="checkbox"/> |   |               |             |   |          |
| State Employee                   | <input type="checkbox"/> | <input type="checkbox"/> |   |               |             |   |          |

None of the above applies

**FOR A VENDOR (BUSINESS) \***

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

| Position Held                    | Mark (✓)                 |                          | Name of Position of Job Held<br>(senator, representative, name of board/commission, data entry, etc.) | For How Long? |             | What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control? | Position of Control |
|----------------------------------|--------------------------|--------------------------|---|---------------|-------------|--|---------------------|
|                                  | Current                  | Former                   |   | From<br>MM/YY | To<br>MM/YY |  |                     |
| General Assembly                 | <input type="checkbox"/> | <input type="checkbox"/> |   |               |             |  |                     |
| Constitutional Officer           | <input type="checkbox"/> | <input type="checkbox"/> |   |               |             |  |                     |
| State Board or Commission Member | <input type="checkbox"/> | <input type="checkbox"/> |   |               |             |  |                     |
| State Employee                   | <input type="checkbox"/> | <input type="checkbox"/> |   |               |             |  |                     |

None of the above applies

\* NOTE: PLEASE LIST ADDITIONAL DISCLOSURES ON SEPARATE SHEET OF PAPER IF MORE SPACE IS NEEDED

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM F-2

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.

As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM**. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.

2. I will include the following language as a part of any agreement with a subcontractor:

**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 subcontract. The party 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 contractor.**

3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM** completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.

Signature *Dina Newman* Title President/CEO Date 10/3/18

Vendor Contact Person Dina Newman Title Transportation Project Director Phone No. 479-652-5619

AGENCY USE ONLY

Agency Number 0710 Department of Human Services Agency Contact Person \_\_\_\_\_ Contact Phone No. \_\_\_\_\_ Contract or Grant No. 0710-18-1025

|                              |        |                              |
|------------------------------|--------|------------------------------|
| Written: 10/25/2017          | Policy | Equal Employment Opportunity |
| Approved: 12/07/2017         |        | Dept.: All                   |
| Reviewed/Revised: 10/31/2017 |        | Written By: HR Department    |

**Policy:**

Area Agency on Aging, Inc. is committed to the principle of equal employment opportunity for all employees and to providing employees with a work environment free of discrimination and harassment. It is the policy of Area Agency on Aging, Inc. to ensure equal employment opportunity without discrimination or harassment on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, marital status, citizenship, genetic information, or any other characteristic protected by law.

Area Agency on Aging, Inc. employees are expected to provide exceptional leadership in supporting the agency's EEO program by taking steps to promote EEO in all facets of employment, including recruitment, hiring, promotion, performance assessment, awards or career development opportunities.

Any reported allegations of harassment, discrimination or retaliation will be investigated promptly. Misconduct constituting harassment, discrimination or retaliation will be dealt with appropriately.

Area Agency on Aging of Western Arkansas, Inc.

**NON-DISCRIMINATION POLICY**

**I. Equal Employment Opportunity (EEO) Policy**

The Area Agency on Aging of Western Arkansas, Inc. and any subcontractor of the Agency shall provide equal opportunity to all employees and applicants for employment and will assure that there will be no discrimination against any person on the grounds of race, age, color, religion, national origin, sex, or disability. This obligation extends to all areas of employment including, but not limited to the following: recruitment, placement, pay, promotion, disciplinary measures, demotions, termination, working conditions, training awards and benefits. A copy of the Equal Employment Opportunity Policy will be posted on a conspicuous bulletin board in each Agency office and subcontractor facility.

- A. An equal employment opportunity policy statement shall be posted in all offices and workstations served by the Agency's employees.
- B. The Vice-President of Finance and Human Resources is designated as the EEO Officer for the Agency.
- C. Employees will be given opportunities to discuss individual problems and to obtain needed advice and counseling with confidentiality.
- D. A copy of the Agency's EEO policies will be provided to each subcontractor. Subcontractors will be advised that acceptable non-discrimination plans must be in effect prior to contract renewals.
- E. A listing of all Agency full-time employees will be established and maintained by the EEO Officer.
- F. The employee listing will include position and salary level of males, females, and minorities. The EEO Officer will revise the listing every six (6) months.

**II. Recruitment**

The Agency will advertise in the news media, as the situation requires, giving the job description and stating that the program is an equal opportunity employer. Staff personnel will be notified by office memo.

**III. Selection, Appointment, and Placement**

The staff and board members will consider persons for selection, appointment, and placement without regard to race, color, religion, sex, age, national origin, disability, political affiliation, or belief or any other artificial barrier to employment and promotion.

**IV. Grievance / Discrimination Complaints Procedure**

- Employees shall have the right and opportunity to present grievances or discrimination complaints with assurance of freedom from reprisal either to the President and Chief Executive Officer of the Agency or the EEO Officer.
- A record will be maintained on each grievance or discrimination complaint received. This record will include the employee's name, workstation, date, stated grievance, and action taken and follow-up action. This record and all facts relating to the grievance discrimination complaint will be maintained in confidence.

**V. Program Evaluation**

An evaluation on Non-Discriminatory Policy implementation will be made annually by the EEO Officer. The major objective of the EEO evaluation will be to:

- Assess the effectiveness of the program in assuring a balance at all levels of employment among persons of sex, age, and race.
- Collect data upon which to base recommendations or directions for future action.
- Assure that action has been taken on prior recommendations and directions.

**I understand that my continued employment is dependent upon my complying with these rules. I agree to obey these rules at all times while working for this Agency.**

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Signature

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Date

## Area Agency on Aging of Western Arkansas, Inc.

### NOTICE OF NON-DISCRIMINATION

The Area Agency on Aging of Western Arkansas, Inc., (AAAWA) complies with all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore, AAWA does not discriminate on the basis of race, sex, color, age, national origin, religion, disability, Limited English Proficiency (LEP), or low-income status in the admission, access to and treatment in AAWA programs and activities, as well as the Area Agency on Aging of Western Arkansas, Inc. hiring or employment practices.

Complaints of alleged discrimination and inquiries regarding AAWA non-discrimination policies may be directed to Becky Lynch, Human Resources Manager, ( Title VI Coordinator), P.O. Box 1724, Fort Smith, Arkansas 72902, (479)783-4500, (Voice/TTY), or the following email address: [blynch@agingwest.org](mailto:blynch@agingwest.org). Becky Lynch, ADA/504 Coordinator, Human Resources Manager. (ADA/504 Coordinator).

Free language assistance for Limited English Proficient individuals is available upon request.

This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape, and in Braille.

State of Arkansas  
DEPARTMENT OF HUMAN SERVICES  
700 South Main Street  
P.O. Box 1437 / Slot W345  
Little Rock, AR 72203  
501-682-6327

**ADDENDUM 1**

**DATE:** August 28, 2018

**SUBJECT:** 710-18-1025 Non-Emergency Transportation NET

The following change(s) to the above referenced Invitation for Bid for DHS has been made as designated below:

**Change of specification(s)**

\_\_\_\_\_ Additional specification(s)

\_\_\_\_\_ Change of bid opening date and time

\_\_\_\_\_ Cancellation of bid

Other – 1. Correcting the Contract Start Date in Schedule of Events (attachment, NET Updated Anticipated Timeline). **Contract Start: 1/1/2019**

2. Amending answers to questions (attachment "Compiled Q and A – NET – FINAL ") as follows:

|       |                                 |
|-------|---------------------------------|
| Q. 52 | Confirmed                       |
| Q. 83 | See updated IFB Section 1.11(B) |
| Q. 86 | See answer to question 83.      |
| Q.199 | See answer to question 83.      |

**BID OPENING DATE AND TIME**

Bid opening date and time **will not be changed:**

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BIDS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED. THE BID ENVELOPE MUST BE SEALED AND SHOULD BE PROPERLY MARKED WITH THE BID NUMBER, DATE AND HOUR OF BID OPENING AND BIDDER'S RETURN ADDRESS. IT IS NOT NECESSARY TO RETURN "NO BIDS" TO THE DEPARTMENT OF HUMAN SERVICES.

If you have questions, please contact the buyer at [nawania.williams@dhs.arkansas.gov](mailto:nawania.williams@dhs.arkansas.gov) or 501-320-6511

*Deanna Walker*  
Vendor Signature

10/3/18  
Date

*Area Agency on Aging of Western Ark*  
Company



## **SECTION 2 - VENDOR AGREEMENT AND COMPLIANCE**

- Any requested exceptions to items in this section which are NON-mandatory **must** be declared below or as an attachment to this page. Vendor **must** clearly explain the requested exception, and should label the request to reference the specific solicitation item number to which the exception applies.
- Exceptions to Requirements **shall** cause the vendor's proposal to be disqualified.

By signature below, vendor agrees to and **shall** fully comply with all Requirements as shown in this section of the bid solicitation.

|                      |                                     |               |               |
|----------------------|-------------------------------------|---------------|---------------|
| <b>Vendor Name:</b>  | Area Agency on Aging of Western Ark | <b>Date:</b>  | 10/3/18       |
| <b>Signature:</b>    | Jennifer Hallum                     | <b>Title:</b> | President/CEO |
| <b>Printed Name:</b> | Jennifer Hallum                     |               |               |

## SECTION 3 & 4 - VENDOR AGREEMENT AND COMPLIANCE

- Exceptions to Requirements **shall** cause the vendor's proposal to be disqualified.

By signature below, vendor agrees to and **shall** fully comply with all Requirements as shown in this section of the bid solicitation.

|                      |                                     |               |                 |
|----------------------|-------------------------------------|---------------|-----------------|
| <b>Vendor Name:</b>  | Area Agency on Aging of Western Ark | <b>Date:</b>  | 10/3/18         |
| <b>Signature:</b>    | Jennifer Hallum                     | <b>Title:</b> | President / CEO |
| <b>Printed Name:</b> | Jennifer Hallum                     |               |                 |

## PROPOSED SUBCONTRACTORS FORM

- Do not include additional information relating to subcontractors on this form or as an attachment to this form.

PROSPECTIVE CONTRACTOR PROPOSES TO USE THE FOLLOWING SUBCONTRACTOR(S) TO PROVIDE SERVICES.

Type or Print the following information

| Subcontractor's Company Name | Street Address         | City, State, ZIP       |
|------------------------------|------------------------|------------------------|
| Bridgebuilders               | 135 Country Rd 397     | Mountain Home AR 72653 |
| Harvest                      | 9866 JLN               | Oak Grove AR           |
| NATS                         | 1085isco Ave           | Harrison AR 72601      |
| Provisions Trans             | 11495 Frisco Dr        | Farmington AR          |
| R+L Trans                    | 501 W. Emma Ave STE/B  | Springdale AR 72764    |
| Rehoboth                     | 802 Carlton            | Springdale AR 72762    |
| TNT                          | 518 N. Cato Springs Rd | Fayetteville AR 72701  |
| Turnerround Trans            | 2007 Theodore Apt A    | Springdale AR 72762    |
| Pathfinders                  | 1004 S. East 5th st    | Bentonville AR 72712   |
| Golden Trans                 | 1508 A Hwy 62/412      | Highland AR 72542      |

PROSPECTIVE CONTRACTOR DOES NOT PROPOSE TO USE SUBCONTRACTORS TO PERFORM SERVICES.

By signature below, vendor agrees to and shall fully comply with all Requirements related to subcontractors as shown in the bid solicitation.

|               |                                     |        |               |
|---------------|-------------------------------------|--------|---------------|
| Vendor Name:  | Area Agency on Aging of Western Ark | Date:  | 10/3/18       |
| Signature:    | Jennifer Hallum                     | Title: | President/CEO |
| Printed Name: | Jennifer Hallum                     |        |               |

# DFA Illegal Immigrant Contractor Disclosure Certification

## Illegal Immigrant Form

**Vendor:** Area Agency on Aging of Western Arkansas  
**Tax ID:** 3556  
**Disclosure Statement:** I certify that I **DO NOT** employ or contract with an illegal immigrant.  
**Contact E-mail:** [jhallum@agingwest.org](mailto:jhallum@agingwest.org)  
**Submitted on:** 12-06-17  
**Valid through:** 12-05-18



Dear Whom it May Concern,

BOST has a long standing great working relationship with AAA of Western Arkansas. They are easy to work with and play a vital role in services for not only BOST individuals but the community at large. Should you need any further information please don't hesitate to contact me at 479-755-7305 or [kmraines@bost.org](mailto:kmraines@bost.org)

Sincerely,

A handwritten signature in cursive script that reads "Katie Raines".

**Katie Raines, BOST Inc.  
Executive Director  
479-755-7305 Cell  
479-478-5606 Office**

**#IAmBost  
#WeAreBost**

Heritage Village of Barling, Booneville, and Paris  
HUD Apartments

October 1, 2018

To Whom It May Concern,

As the HUD administrator for Heritage Village Senior Living, I am writing you in support of Area Agency on Aging of Western Arkansas Transportation. Many of our elderly residents depend on Area Agency for rides to their physician appointments.

Area Agency on Aging is well respected in the community as they consistently demonstrate excellent service. Their dealings with the seniors who ride the vans are caring, respectful, and professional.

I would like to strongly recommend Area Agency on Aging as the leading provider of transportation in Arkansas.

Sincerely,  
Shannon Montez  
HUD Administrator  
Heritage Village Senior Living

479-285-1268  
Shannonmontez3@yahoo.com

**Cossatot Senior Activity Center**  
7366 Highway 71 South  
Wickes, AR 71973

October 1, 2018

To Whom it May Concern,

As a partner with Area Agency on Aging of Western Arkansas, Inc. in providing meals and social activities to our senior citizens, we are a proud supporter of their commitment to the elderly and disabled population of Arkansas. Area Agency on Aging of Western Arkansas has been a core contact for many people in our area who need of transportation services to their physician and therapeutic appointments. As you are aware, many seniors live on a fixed income and are no longer able to drive themselves to their appointments. If not for Area Agency on Aging of Western Arkansas transportation, these who need help the most would likely miss important schedules with facilities regarding their health care and over time, would lose their independence as their health continued to decline. Countless seniors and disabled Arkansas want to remain independent but are not able to drive. Area Agency on Aging of Western Arkansas provides safe, dependable transportation.

Please keep transportation through the trusted staff of Area Agency on Aging of Western Arkansas as an option for those who need their services most!

Respectfully,

*Thomas Shaw*

The Cossatot Board of Directors

*Charles B. Baker*  
*Patricia Hill*  
*Judy Myers*  
*Zach Fradette*

**ATTACHMENT D**

Except upon the approval of DHS, the terms and conditions set out in this section are non-negotiable items and will be transferred to the contract as written. DHS has determined that any attempt by any vendor to reserve the right to alter or amend the terms and conditions via negotiation, without the approval of DHS, is an exception to the terms and conditions that will result in rejection of the proposal. A statement accepting and agreeing to the terms and conditions set out in this section, or to alternate terms and conditions upon approval of DHS, is required to be submitted with the respondent's proposal.

**PROFESSIONAL SERVICES CONTRACT  
GENERAL TERMS AND CONDITIONS FOR NON-STATE AGENCY**

In consideration of the premises and the mutual agreements hereinafter set forth, the Contractor and the Department of Human Services ("the Department") agree as follows:

**Legal Considerations**

The contract shall be construed according to the laws of the State of Arkansas, and the rights and remedies of the parties hereunder shall be determined in accordance with Arkansas law. Nothing in this contract may be construed as a waiver of the Department's sovereign immunity.

In no event shall the initial term of this contract extend beyond the end of the current biennial period unless the General Assembly, prior to the expiration of the biennial period, makes an appropriation for such purpose.

**Financial Terms of the Contract**

All services rendered under this contract must be billed as set out herein. No services may be billed to a Medicaid Provider or to any other contract. Payments will be made after services are provided based on the following financial terms:

| Funding Source | Reimbursement Method * | Payment Limitations ** | Match Requirements***  |  |
|----------------|------------------------|------------------------|--|--|
|                |                        |                        | Maximum Amount of Match Required OR Percentage of Allowable Billing Required | Type(s) of Match (Select from listing below) |
| None           | None                   | None                   | None   | None   |
|                |                        |                        |  |  |
|                |                        |                        |  |  |

\*Reimbursement Method: (Select from the following) Actual Cost Reimbursement; Final Negotiated Rate; Fixed Rate; Scheduled Reimbursement \*\*Payment Limitations: (Select from the following) Quarterly Cumulative; Monthly Cumulative; None \*\*\*Matching Requirements: The Contractor certifies the funds, property, goods, or services listed in this section will be used to meet the match requirements of this agreement. If there are no matching requirements for a funding source, enter "None" in the corresponding box above.

Type(s) of Match: The matching requirement may be satisfied by any one or a combination of the following methods unless specific funding source restrictions apply:

Cash Match: Cash will be obtained by the Contractor and will be applied against allowable costs covered by this agreement.



**Donation of Property:** Title to or the use of property or equipment has been donated by a public agency for the program(s) covered by this agreement. If title to property is donated, match value is the fair market value of the property. If the use of the property or equipment is donated, match value is the fair rental value as determined by applicable Department policy will be used as matching of the payments.

**Third Party In-Kind Contributions.** Property, goods, or services have been donated by a non-federal agency for the programs(s) covered by this agreement without charge to the contractor. The Code of Federal Regulations, Title 45, Part 74, Subpart G shall be used to establish the basis of valuation.

**Funds Transfer:** Match funds will be submitted by a third party to the Department of Human Services by check or money order under the terms of this agreement. Matching funds are to be received by the Department in an amount sufficient to match billing before the contractor will be reimbursed for services.

The Contractor certifies that any funds to be donated under this agreement which are derived or come directly or indirectly from Federal or State funds, or any other contractor under contract to the Department, have been specifically listed as a source above.

The Contractor certifies that the matching arrangements comply with requirements established in the Code of Federal Regulations, Title 45, Part 74, Subpart G (Cost Sharing or Matching) and all applicable Department policy.

#### **Terms of Payment/Billing**

The Contractor agrees to submit all billing invoices within sixty days of the expiration of the contract. Any billings for services rendered during a particular state fiscal year which are not submitted within ninety days of the end of the fiscal year will not be paid.

#### **Termination of Contract**

The Department may cancel this contract unilaterally at any time, for any reason including convenience, unavailability of federal funds, state funds or both by giving the other party thirty (30) calendar days written notice, and delivering notice of cancellation either in person or by certified mail, return receipt requested, restricted delivery. Availability of funds will be determined at the sole discretion of the Department.

Payments for completed services or deliverables satisfactorily delivered to and approved by the Department shall be at the contract price. Payment for partially completed services or deliverables satisfactorily delivered to and not yet approved by the Department shall be at a price mutually agreed upon by the Contractor and the Department. In addition to any other law, rule or provision which may authorize complete or partial contract termination, the Department may immediately terminate this contract in whole or in part when the Department determines that the Contractor or subcontractor has failed to satisfactorily perform its contractual duties and responsibilities.

#### **Procedure on Expiration or Termination**

Upon delivery by certified mail to the Contractor of a Notice of Termination specifying the nature of the termination and the date upon which such termination becomes effective, the Contractor shall:

- Stop work under the contract on the date and to the extent specified in the Notice of Termination,
- Place no further orders or enter in any additional subcontracts for services,
- Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination,

- Assign to the Department in the manner and to the extent directed by the Department representative all of the right, title and interest of the Contractor in the orders or subcontracts so terminated. The Department shall have the right, in its discretion, to settle or pay any and all claims arising out of the termination of such orders and subcontracts,
- With the approval or ratification of the Department representative, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the cost of which would be reimbursable, in whole or part, in accordance with the provisions of this Contract.
- Transfer title to the Department and deliver in the manner, at the time, and extent directed by the Department representative, all files, data, information, manuals, or other documentation, or property, in any form whatsoever, that relate to the work terminated by the Notice of Termination.
- Complete the performance of such part of the work as shall not have been terminated by the Notice of Termination.
- Take such action as may be necessary, or as the Department representative may direct, for the protection and preservation of the property related to the contract which is in the possession of the Contractor and in which the Department has or may acquire an interest.

The Contractor shall proceed immediately with the performance of the above obligations notwithstanding any delay in determining or adjusting the amount of any item or reimbursable price under this clause.

#### Termination Claims

After receipt of a Notice of Termination, the Contractor shall submit to the Department all outstanding claims within ten (10) working days. The Contractor and the Department may agree upon the amounts to be paid to the Contractor by reason of the total or partial termination of work as described in this section.

In the event of the failure of the Contractor and the Department to agree in whole or in part as to the amount with respect to costs to be paid to the Contractor in connection with the total or partial termination of work as described in this section, the Department shall determine, on the basis of information available, the amount, if any, due to the Contractor by reason of termination and shall pay to the Contractor the amount so determined.

#### Contractor

It is expressly agreed that the Contractor, officers, and employees of the Contractor or Sub-Contractor in the performance of this contract shall act in an independent capacity and not as officers or employees of the Department. It is further expressly agreed that the Department shall exercise no managerial responsibility over the Contractor nor shall this contract be construed as a partnership or joint venture between the Contractor or any subcontractor and the Department or the State of Arkansas.

The Contractor hereby represents and warrants to the Department that as of the execution date of this Contract:

- The Contractor has been duly organized and is validly existing and in good standing under the laws of the State of Arkansas, with power, authority, and legal right to enter into this Contract.
- There are no proceedings or investigations pending or threatened, before any court, regulatory body, administrative agency or other governmental instrumentality having jurisdiction over the Contractor or its properties (i) seeking to prevent the consummation of any of the transactions contemplated by this Contract; or (ii) seeking any determination or ruling that might materially and adversely affect the performance by the Contractor of its obligations hereunder, or the validity or enforceability of this Contract.

- All approvals, authorizations, consents, orders or other actions of any person or of any governmental body or official required to be obtained on or prior to the date hereof in connection with the execution and delivery of this Contract and the performance of the services contemplated by this Contract and the fulfillment of the terms hereof have been obtained.
- The Contractor and the executive officers of the Contractor have not been the subject of any proceeding under the United States Bankruptcy Code.

#### **Force Majeure**

The Contractor will not be liable for delay in performing under the contract if the delay arises out of causes beyond the control and without the fault or negligence of the Contractor.

#### **Disputes**

In the event of any dispute concerning any performance by the Department under the contract, the Contractor shall notify the Division Director in writing. The State Procurement Director or a designee, prior to commencement of an action in court or any other action provided by law, will attempt to negotiate a settlement of the dispute with the parties in accordance with A.C.A. § 19-11-246. If the claim or controversy is not resolved by mutual agreement, and after reasonable notice to the parties in accordance with A.C.A. § 19-11-246 (c) (1), the State Procurement Director or his designee shall promptly issue a decision in writing stating the reason for the actions taken and a copy of the decision shall be mailed or otherwise furnished to the Contractor. This decision will be final and conclusive.

Pending final determination of any dispute hereunder, the contractor shall proceed diligently with the performance of the contract and in accordance with the Division Director's instructions.

#### **Confidentiality of Information**

In connection with this contract, the Contractor will receive certain Confidential Information relating to DHS clients. For purposes of this contract, any information furnished or made available to the Contractor relating to DHS clients, the financial condition, results of operation, business, customers, properties, assets, liabilities or information relating to recipients and providers including but not limited to protected health information as defined by the Privacy Rule promulgated pursuant to the Health Insurance Portability and Accountability Act (HIPAA) of 1996, is collectively referred to as "Confidential Information". The Contractor shall comply with all DHS policies governing privacy and security of Confidential Information, including the contracting division's designation of the Confidential Information as required by the Arkansas Data and System Security Classification Standards, and shall implement and maintain reasonable security procedures and practices appropriate to the nature of the Confidential Information as required by A.C.A. § 4-11-104, the Personal Information Protection Act ("the Act"). In addition, the Contractor shall comply with the Business Associate Agreement between the parties, incorporated herein by reference, and shall disclose any breaches of privacy or security by contacting the Information Technology Security Officer within one (1) business day of the breach by notification to the following e-mail address: [dhs-it-security@arkansas.gov](mailto:dhs-it-security@arkansas.gov).

The contractor shall treat all Confidential Information which is obtained by it through its performance under the contract as Confidential Information as required by state and federal law and shall not use any information so obtained in any manner except as necessary for the proper discharge of its obligations. The parties acknowledge that the disclosure of Confidential Information in contravention of the provisions hereof would damage the party to whom the information disclosed relates and such party has the right to seek all remedies at law or equity to minimize such damage and to obtain compensation therefore. The Contractor agrees to retain all protected health information as defined by the Privacy Rule promulgated pursuant to HIPAA for six (6) years or as otherwise required by HIPAA.

The contractor shall safeguard the use and disclosure of information concerning applicants for or recipients of Title XIX services in accordance with 42 CFR Part 431, Subpart F, and shall comply with 45 CFR Parts 160 and 164 and shall restrict access to and disclosure of such information in compliance with federal and state laws and regulations.

#### Public Disclosure

Upon signing of the contract by all parties, terms of the contract shall become available to the public, pursuant to the provisions of Ark. Code Ann., § 25-19-101 et seq.

#### Inspection of Work Performed

The State of Arkansas and its authorized representatives shall, at all reasonable times, have the right to enter the Contractor's work areas to inspect, monitor, or otherwise evaluate the quality, appropriateness, and timeliness of work, services, or both, that have been or are being performed.

#### Subcontracts

The Contractor is fully responsible for all work performed under the contract. The Contractor may, with the prior written consent of the Department, enter into written subcontract(s) for performance of certain of its functions under the contract. No subcontract under this contract shall in any way relieve the Contractor of any responsibility for performance of its duties. The Contractor agrees that all subcontracts shall adhere to Department policies.

The Contractor shall give the Department immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the Contractor or any subcontractor which may result in litigation related in any way to the contract or the Department.

In accordance with Executive Order 98-04, IF the agreement between the contractor and the subcontractor is greater than \$25,000.00:

- The contractor shall require the subcontractor to complete a Contract and Grant Disclosure and Certification Form. This form must be signed no later than 10 days after entering into any agreement with a subcontractor and the contractor shall transmit a copy of this form to the agency.
- The contractor shall include the following in the contract between the Contractor and that Subcontractor:

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 subcontract. The party who fails to make the required disclosure or who violates the rule, regulation, or policy shall be subject to all legal remedies available to the contractor.

#### Audit Requirement:

Contractor shall comply with the Department audit requirements as outlined in "Arkansas Department of Human Services Audit Guidelines". Copies may be obtained from:

Arkansas Department of Human Services  
Office of Policy & Legal Services Audit Section  
P.O. Box 1437 – Slot S270  
Little Rock, Arkansas 72203-1437

#### Indemnification

The Contractor agrees to indemnify, defend, and save harmless the State, the Department, its officers, agents and employees from any and all damages, losses, claims, liabilities and related costs, expenses, including reasonable attorney's fees and disbursements awarded against or incurred by the Department arising out of or as a result of:

- Any claims or losses resulting from services rendered by any person, or firm, performing or

- supplying services, materials, or supplies in connection with the performance of the contract;
- Any claims or losses to any person or firm injured or damaged by the erroneous or negligent acts (including without limitation disregard of Federal or State regulations or statutes) of the Contractor, its officers or employees in the performance of the contract;
- Any claims or losses resulting to any person or firm injured or damaged by the Contractor, its officers or employees by the publication, translation, reproduction, delivery, performance, use, or disposition of any data processed under the contract in a manner not authorized by the contract, or by Federal or State regulations or statutes;
- Any failure of the Contractor, its officers or employees to observe local, federal or State of Arkansas laws or policies, including but not limited to labor laws and minimum wage laws.
- The Contractor shall agree to hold the Department harmless and to indemnify the Department for any additional costs of alternatively accomplishing the goals of the contract, as well as any liability, including liability for costs or fees, which the Department may sustain as a result of the Contractor's or its subcontractor's performance or lack of performance.

#### **Assignments**

The Contractor shall not assign the contract in whole or in part or any payment arising therefrom without the prior written consent of the Department representative.

#### **Waiver**

No covenant, condition, duty, obligation, or undertaking contained in or made a part of the contract will be waived except by the written agreement of the parties, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the party to which the same may apply; and until complete performance or satisfaction of all such covenants, conditions, duties, obligations, and undertakings, any other party shall have the right to invoke any remedy available under law or equity, notwithstanding any such forbearance or indulgence.

#### **Department Property**

Property, including intellectual property, acquired or created by the Contractor as a Contract deliverable, is the property of the Department. The Contractor shall be responsible for the proper custody and care of all Department owned property, including Department owned property used in connection with the performance of this contract and the Contractor agrees to reimburse the Department for its loss or damage due to negligence, theft, vandalism, or Acts of God.

#### **Use and Ownership of Software**

The Contractor will have access to all applications software that the Department requires the Contractor to use in the performance of the services covered in the contract, subject to customary confidentiality and other license terms and conditions. No changes in the applications software may be made without the written consent of the Contract Administrator if the change would have the effect of causing the Department to incur additional costs for either hardware or software upgrades or both.

Any applications software developed by the Contractor in the performance of the services under this contract must become the property of the State of Arkansas at no additional cost. Any existing software applications owned by the Contractor and used in the performance of the services under this contract must be granted to the State of Arkansas at no additional cost, subject to customary confidentiality and other license terms and conditions.

#### **Contract Variations**

If any provision of the Contract (including items incorporated by reference) is declared or found to be illegal, unenforceable, or void, then both the Department and the Contractor shall be relieved of

all obligations arising under such provision. If the remainder of the Contract is capable of performance, it shall not be affected by such declaration or finding and shall be fully performed.

#### **Attorney's Fees**

In the event that either party to this Contract deems it necessary to take legal action to enforce any provision of the contract, and the Department prevails, the Contractor agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation as set by the court or hearing officer. Legal action shall include administrative proceedings.

#### **Liability**

In the event of non-performance of a contractual obligation by the Contractor or his agents which results in the determination by Federal authorities of noncompliance with Federal regulations and standards, the Contractor will be liable to the Department in full for all penalties, sanctions and disallowances assessed against the Department.

#### **Records Retention**

The Contractor agrees to retain all records for five (5) years after final payment is made under this Contract or any related subcontract. In the event any audit, litigation or other action involving these records is initiated before the end of the five (5) year period, the Contractor agrees to retain these records until all issues arising out of the action are resolved or until the end of the five (5) year period, whichever is later. The Contractor agrees to retain all protected health information as defined by the Privacy Rule promulgated pursuant to HIPAA for six (6) years or as otherwise required by HIPAA.

#### **Access to Contractor's Records**

The Contractor will grant access to its records upon request by state or federal government entities or any of their duly authorized representatives. Access will be given to any books, documents, papers or records of the Contractor which are related to any services performed under the contract. The Contractor additionally consents that all subcontracts will contain adequate language to allow the same guaranteed access to the records of subcontractors.

#### **Ownership of Documentation**

All documents and deliverables prepared by the Contractor and accepted by the Department shall become the property of the Department and shall not be used for any other purpose by the Contractor without the Department's specific written consent.

#### **Disclosure**

The failure of any person or entity to disclose as required under any term of Executive Order 98-04, or the violation of any rule, regulation or policy promulgated by the State Department of Finance and Administration pursuant to this Order, shall be considered a material breach of the terms of the contract, lease, purchase agreement, or grant and shall subject the party failing to disclose or in violation to all legal remedies available to the Department under the provisions of existing law.

#### **Set-Off**

The parties agree that the Department, in its sole discretion, shall have the right to set-off any money Contractor owes the Department from the Department's payment to Contractor under this contract.

#### **State and Federal Laws**

Performance of this contract by both parties must comply with State and federal laws and regulations. If any statute or regulation is enacted which requires a change in this contract or any attachment, then both parties will deem this contract and any attachment to be automatically amended to comply with the newly enacted statute or regulation as of its effective date.

**Accessibility Act 1227 of 1999**

**TECHNOLOGY ACCESS:** When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Vendor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that system meets the statutory requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.

**ACCORDINGLY, THE VENDOR EXPRESSLY REPRESENTS AND WARRANTS** to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) or similar documentation to demonstrate compliance with 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications) 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:

- Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non-visual means;
- Presenting information, including prompts used for interactive communications, in formats intended for non-visual use;
- After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired;
- 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;
- Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact;
- Integrating into networks used to share communications among employees, program participants, and the public; and
- 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.

If the information technology product or system being offered by the Vendor does not completely meet these standards, the Vendor must provide an explanation within the Voluntary Product Accessibility Template (VPAT) detailing the deviation from these standards. State agencies cannot claim a product as a whole is not commercially available because no product in the marketplace meets all the standards. If products are commercially available that meets some but not all of the standards, the agency must procure the product that best meets the standards or provide written documentation supporting selection of a different product.

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 Act 308 of 2013, if equivalent access is not reasonably available, and 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.

As provided in Act 308 of 2013, 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.

#### **Employee Background Requirements**

Contractor shall comply with Arkansas Code Annotated (A.C.A.) §21-15-101 *et seq.*, or any amendments thereto, which requires all employees of state agencies, in designated positions including those providing care, supervision, treatment or any other services to the elderly, mentally ill or developmentally disabled persons, to individuals with mental illnesses or to children who reside in any state-operated facility or a position in which the applicant or employee will have direct contact with a child, to have a criminal history check and a central registry check. Should an applicant or employee be found to have been convicted of a crime listed in A.C.A. §21-15-101 *et seq.*, that employee shall be prohibited from providing services in a designated position as defined by Arkansas law or being present at the facility. Should an applicant or employee be found to have been named as an offender or perpetrator in a true, substantiated, or founded report from the Child Maltreatment Central Registry, the Adult Abuse Central Registry, or the Certified Nursing Assistant/ Employment Clearance Registry, the applicant/employee shall be immediately disqualified.

#### **Prohibition Against Contingent Fees**

It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business.

#### **Compliance with Department Policy Issuances**

The Contractor agrees to deliver the services authorized by this contract or any attachment in accordance with all policies, manuals and other official issuances of the State of Arkansas and Department promulgated through the Administrative Procedures Act.

#### **Relinquishment**

The failure of the Department to insist upon the performance of any of the conditions in any one or more instances shall not be construed as a waiver or relinquishment of the future benefit of said condition.

#### **Entire Contract**

The parties acknowledge that each have read this Contract, understand it and agree to be bound by the terms. The parties further agree that this Contract is the complete and exclusive statement of the agreement of the parties with respect to the subject matter hereof and that it supersedes all prior proposals, representations, arrangements, understandings, and agreements, whether oral or written, between the parties with respect to the subject matter hereof.

This Contract may not be modified, amended, or in any way altered except by a written agreement duly executed by the parties and approved in accordance with the laws and established procedures of the State of Arkansas.

#### **Survival of Rights and Obligations**



The right and obligations of the Parties under this Contract shall survive and continue after the ending or expiration of the term of this Contract, and shall bind the parties, and their legal representatives, successors, heirs and assigns.

**Notices**

All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given if mailed by first class mail, postage prepaid, to:

Area Agency on Aging of Western Ark. Inc

(address)

524 Garrison Ave, Fort Smith, AR 72901

Attention: Jennifer Hallum President/CEO

(Name of contractor contact person or such other name or address as may hereafter be furnished to Department in writing by the Contractor)

Notices to the Department should be mailed to:

**DHS Division of Medical Services**

Attention: Dawn Stehle, DMS Director  
P.O. Box 1437, Slot S401  
Little Rock, AR 72203-1437

**Severability of Provisions**

If any one or more of the covenants, agreements, provisions or terms of this Contract shall be for any reason whatsoever held invalid, then such covenants, agreements, provisions or terms shall be deemed severable from the remaining covenants, agreements, provisions or terms of this Contract and shall in no way affect the validity or enforceability of the other provisions of this Contract.

**Certification Regarding Lobbying:**

The Contractor will comply with public law 101-121, section 319 (section 1352 of Title 31 U.S.C.) for an award in excess of \$100,000.00 by certifying that appropriated federal funds have not been or will not be used to pay any person to influence or attempt to influence a federal official/employee in connection with the awarding of any federal contract, grant, loan or cooperative agreement.

If the Contractor has paid or will pay for lobbying using funds other than federal appropriated funds, Standard Form-LLL (Disclosure of Lobbying Activities) shall be completed and included as an attachment to this contract.

**Certification Regarding Debarment**

The Contractor, as a lower tier recipient of \$25,000.00 or more in federal funds, will comply with Executive Order 12549 (Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions). By signing and submitting this lower tier proposal, the prospective lower tier participant, as defined in 45 C.F.R. Part 76, certifies to the best of its knowledge and belief that it and its principals:

- are not presently debarred, suspended, proposed for debarment, declared ineligible, or

- voluntarily excluded from participation in this transaction by any federal or state agency
- where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.

The prospective lower tier participant further agrees by submitting this proposal that it will include this clause entitled \*Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions\* without modification in all lower tier covered transactions.

Contractor certifies that the Contractor is in compliance with Public Law 101-121 (Certification Regarding Lobbying) and Executive Order 12549 (Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions):

**Certification Regarding Employment Practices**

Neither the Contractor nor its subcontractors shall discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliation, or disability. The Contractor must take affirmative action to ensure that employees, as well as applicants for employment, are treated without discrimination because of their race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliation, or disability. Such action shall include, but not be limited to, the following:

- Employment;
- Promotion;
- Demotion or transfer;
- Recruitment or recruitment advertising;
- Layoff or termination;
- Rates of pay or other forms of compensation; and
- Selection for training, including apprenticeship.

Contractor certifies that neither the contractor nor its subcontractors shall discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, age (except as provided by law) or disability. Contractor must insure that employees, as well as applicants for employment, are treated without discrimination because of their race, color, religion, gender, national origin, age (except as provided by law) or disability. Such action shall include, but not be limited to, employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeships.

Attachment F

**BUSINESS ASSOCIATE AGREEMENT**

**Between**

**ARKANSAS DEPARTMENT OF HUMAN SERVICES**

**And**

Area Agency on Aging of Western Arkansas, Inc.  
(Business Name)

71-0523556  
(Business Taxpayer Identification Number)

This Business Associate Agreement ("Agreement") is made effective on October 2, 2018, (the "Effective Date") by and between the Arkansas Department of Human Services ("Covered Entity") and Area Agency on Aging of Western Arkansas, Inc., ("Business Associate,") (collectively, the "Parties").

**Background**

- a) Covered Entity has been designated as a hybrid entity for the purposes of the HIPAA Privacy Rule, and it has designated several of its component agencies as health care components.
- b) In accordance with the laws of Arkansas, Business Associate provides services for Covered Entity unrelated to treatment, payment, or healthcare operations and therefore the Parties believe a Business Associate Agreement is required. The provision of such services may involve the disclosure of individually identifiable health information from Covered Entity to Business Associate.
- c) The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a "business associate" within the meaning of the HIPAA Privacy Rule.
- d) The Parties enter into the Agreement with the intention of complying with the HIPAA Privacy and Security Rule provisions and the Health Information Technology for Economic and Clinical Health (HITECH) Act, that a covered entity may disclose protected health information to a business associate, and may allow a business associate to create or receive protected health information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

**Definitions**

Catch-all definition:

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care

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Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information (PHI), Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

(a) "Breach" shall have the meaning set out in its definition at 45 C.F.R. 164.402, as such provision is currently drafted and as it is subsequently updated, amended, or revised.

(b) "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean [Insert Name of Business Associate].

(c) "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Arkansas Department of Human Services.

(d) "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

(e) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

(f) "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.103.

(g) "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his/her designee.

(h) "Unsecured Protected Health Information" shall have the meaning set out in its definition at 45 C.F.R. 164.402; protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified by the U.S. Secretary of DHHS in the guidance issued under section 13402(h)(2) of Pub. L. 111-5; as such provision is currently drafted and as it is subsequently updated, amended, or revised.

Unless otherwise defined in this Agreement, terms used herein shall have the same meaning as those terms have in the HIPAA Privacy Rule.

**Obligations and Activities of Business Associate**

Business Associate agrees to:

(a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;

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- (c) Report to covered entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;
- (d) Business Associate agrees to report to Covered Entity any unauthorized acquisition, access, use, or disclosure of unsecured PHI the Business Associate holds on behalf of the covered entity, including the identity of each individual who is the subject of the unsecured PHI of which it becomes aware, no case later than ten calendar days after the discovery of the breach;
- (e) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;
- (f) Make available protected health information in a designated record set to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.524;
- (g) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;
- (h) Maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy covered entity's obligations under 45 CFR 164.528;
- (i) To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and
- (j) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

**Permitted Uses and Disclosures by Business Associate**

(a) Business Associate may only use or disclose PHI to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in:

Contract # \_\_\_\_\_, dated \_\_\_\_\_,

(known as "the Contract") between the parties, provided that such use or disclosure does not violate the policies and procedures of all HIPAA rules.

- (b) Business Associate may use or disclose protected health information as required by law.
- (c) Business Associate agrees to make uses and disclosures and requests for protected health information consistent with covered entity's Privacy and Security policies and procedures.
- (d) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity, except for the specific uses and disclosures set forth below.

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(e) Business Associate may disclose protected health information for the proper management and administration of business associate or to carry out the legal responsibilities of the business associate, provided the disclosures are required by law, or business associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies business associate of any instances of which it is aware in which the confidentiality of the information has been breached. The Business Associate will notify Covered Entity within 10 calendar days of such a disclosure.

(f) Business Associate may provide data aggregation services relating to the health care operations of the covered entity.

**Discovery and Notification of Breach or Incident**

(a) Business Associate shall implement reasonable systems, policies, and procedures for discovery of possible HIPAA violations and breaches (as defined by HIPAA rules), and shall ensure that its workplace members and other agents are adequately trained and aware of the importance of timely reporting of possible breaches.

(b) Upon the discovery of any HIPAA violation by the Business Associate or any member of its workforce, (which includes, without limitation, employees, subcontractors and agents), with respect to PHI, the Business Associate shall promptly perform a risk assessment to determine whether a breach of unsecured PHI has occurred and whether or not the breach has resulted in any harm to the owner of the PHI as required by HITECH Act.

(c) The Business Associate shall take immediate steps to mitigate any HIPAA violation with respect to the Covered Entity's PHI that is discovered and shall provide the Covered Entity with written documentation of such steps.

(d) If the Business Associate determines that a breach of unsecured PHI may have occurred, the Business Associate shall notify the Covered Entity of such breach or incident within ten calendar days. The Business Associate will specifically notify the DHS Privacy Officer in writing via posted mail as well as email and will confirm receipt of the email immediately by phone.

Such notice shall include:

- (i) A brief description of the occurrence, including the date of the breach and the date of discovery, if known;
- (ii) To the extent possible, the identity of each individual whose unsecured PHI has been, or is reasonably believed to have been, breached;
- (iii) A description of the types of unsecured PHI involved;
- (iv) A brief description of what the owners of the PHI can do to protect themselves;
- (v) A brief description of what the Business Associate is doing to investigate the breach, mitigate harm to affected individuals, and protect against further breaches; and,

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(vi) Any other information that the Covered Entity reasonably believes necessary to enable it to comply with its obligations under HIPAA.

(e) The Business Associate shall continue to provide the Covered Entity with any additional information related to the required disclosures that becomes available following initial notice of the breach. The Business Associate will fully cooperate with the Covered Entity's investigation.

1) For a breach involving unsecured PHI of more than 500 individuals of a state or jurisdiction, the Business Associate shall promptly provide notice of such breach to the Covered Entity, the U.S. Secretary of Health and Human Services and any other federal authorities as required by HIPAA.

2) The Business Associate agrees to maintain documentation of all breaches of unsecured PHI for a minimum of six years after the creation of the documentation, and shall make such documentation available to the U.S. Secretary of Health and Human Services upon request.

(f) The Business Associate hereby agrees to indemnify and hold the Covered Entity harmless from and against liability and costs, including attorney's fees that are created by any breach resulting from the acts of its employees, agents or workforce members.

#### **Permissible Requests by Covered Entity**

Covered entity shall not request business associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by covered entity.

#### **Term and Termination**

(a) Term. This Agreement shall be effective as of the effective date stated above and shall terminate when all of the protected health information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to the Covered Entity, or if it infeasible to return or destroy the protected health information protections acceptable to Covered Entity are extended to such information in accordance with the termination provisions below, or on the date covered entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. Business associate authorizes termination of this Agreement by covered entity, if covered entity determines business associate has violated a material term of the Agreement and Business Associate has not cured the breach or ended the violation within the time specified by covered entity.

(c) Obligations of Business Associate Upon Termination.

Upon termination of this Agreement for any reason, business associate shall return to covered entity or, if agreed to by covered entity, destroy all protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, that the business associate still maintains in any form. Business associate shall retain no copies of the protected health information.

Attachment F

(d) Survival. The obligations of business associate under this Section shall survive the termination of this Agreement.

**Miscellaneous**

(a) Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

(b) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

(c) Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be executed in its name and on its behalf effective as of the Effective Date at the top of this document.

Business Associate: Area Agency on Aging of Western Arkansas Inc

By: Jennifer Hallum Jennifer Hallum

Title: President / CEO

Date: 10-2-2018





CITY OF FORT SMITH  
COLLECTIONS DEPARTMENT

|                       |
|-----------------------|
| <b>RECEIPT NUMBER</b> |
| 2788190               |
| <b>DATE</b>           |
| 03/12/2018            |
| <b>TOTAL</b>          |
| \$*****0.00           |

**ACCOUNT NUMBER**  
045175

PO BOX 1908  
623 GARRISON AVE.  
FORT SMITH, AR 72902

RECEIVED FROM:

AREA AGENCY ON AGING WESTERN ARK. INC.  
524 GARRISON AVE  
FORT SMITH, AR 72901

9400 NON-PROFIT ORGANIZATIONS REGISTRATIONS  
BUS REGISTRATION EXPIRES 03/31/2019

JERRI RENE KISSLER

BUSINESS REGISTRATION

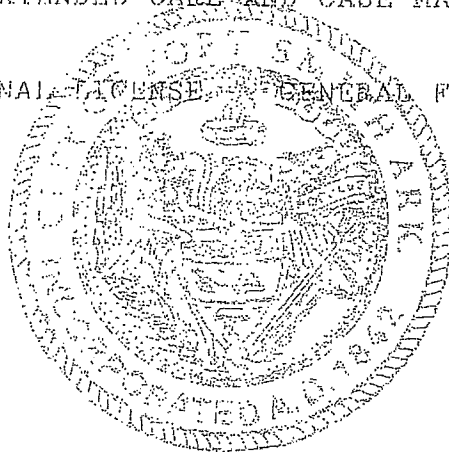
BUSINESS REGISTRATIONS ARE NON-TRANSFERABLE AND MUST BE POSTED  
IN A CONSPICUOUS PLACE IN THE LICENSED BUSINESS LOCATION.  
TO KEEP THIS LICENSE VALID AS ISSUED ITS YOUR RESPONSIBILITY TO KEEP IT CURRENT.

THIS LICENSE:

- (1) DOES NOT AUTHORIZE A BUSINESS TO OPERATE IN CONFLICT WITH THE LAWS OF THE CITY OF FORT SMITH (INCLUSIVE OF ZONING REGULATIONS) OR THE STATE OF ARKANSAS.
- (2) CHANGE IN BUSINESS LOCATION, CLASSIFICATION, OR OWNERSHIP WILL ESSENTIATE A NEW LICENSE APPLICATION PROCESS.

COMMENTS: NON-PROFIT ORGANIZATION FOR HOME HEALTH, HOSPICE  
PERSONAL AND EXTENDED CARE AND CASE MANAGEMENT

3411-000-0101 OCCUPATIONAL LICENSE - GENERAL FUND 0.00



AREA AGENCY ON AGING WESTERN ARK. INC.  
524 GARRISON AVE  
FORT SMITH, AR 72901

CLERK # GKARICE

DOC. # 06794



CITY OF  
**FAYETTEVILLE**  
ARKANSAS

# **BUSINESS LICENSE**

**AREA AGENCY ON AGING**

**2559 E HUNTSVILLE RD  
FAYETTEVILLE, AR 72701**

**Issued Date:**  
11/14/2017

**Expiration Date:**  
10/31/2018

Business License No.

**6785**

A handwritten signature in black ink, appearing to read "Andrew Garner".

**Andrew Garner**  
Director of Planning

THIS PERMIT MUST BE DISPLAYED IN A CONSPICUOUS PLACE ON THE PERMITTED PREMISES.

**Business Permit Russellville, AR**

203 S. Commerce  
Russellville AR, 72801  
(479) 968-1002

License #: LIC-3-14-14773

Sunday, December 31, 2017  
Date issued

Name  
Area Agency on Aging (2)

Type of Occupation  
HUMAN SERVICE

Owner

801 Arkansas Avenue S

Russellville AR 72801

Location

801 Arkansas Avenue S

Russellville AR 72801

Mailing Address

Expires: December 31, 2018

Invoice #: INV-12-14-25867

Brian Holstein, Building Official  
Authorized Signature

Not Transferable

Must be posted in a visible location in the business establishment

**Sec. 17-11. Display of License.**

Each person obtaining a license under this chapter shall post the same in a conspicuous place and shall exhibit the same to any officer of the City when requested to do so. (*Ord. No. 518, § 8, 6-13-69*)

**Sec. 17-12. Unlawful to Engage in Business, Trade for Profit Without License.**

It shall be unlawful for any person to engage in and carry on any trade, business, profession, vocation or calling for profit or gain within the City limits without obtaining an occupational license as herein provided. (*Ord. No. 518, § 9, 6-13-69*)

**Sec. 17-13. Prospective Licensee Required to Produce Pertinent Records; Penalty for Furnishing False Information.**

1. The City of Searcy, by and through its designated representative, shall be authorized to require all persons covered by this chapter to produce records upon which the occupational and license taxes are based. Any person so refusing to produce such records shall be guilty of a misdemeanor and punishable as herein provided.
2. Any person covered by this chapter who furnishes false information upon which the tax rate is based shall be deemed guilty of a misdemeanor, and upon a conviction thereof, may be punished as herein otherwise provided. (*Ord. No. 520, §§ 4, 5, 11-4-69*)

**Sec. 17-14. Penalty for Violations.**

Any person, or agent, servant, employee or worker who violates any of the provisions of this chapter (Sec. 17-1 through 17-13, inclusive) shall be guilty of a misdemeanor and upon conviction, shall be fined in a sum of not less than five dollars (\$5.00) nor more than fifty dollars (\$50.00), and each day's violation shall constitute a separate offense. (*Ord. No. 518, § 10, 6-13-69*)

**Sec. 17-15. One-Half Cent Sales Tax.**

Under the authority of Arkansas Code Annotated, Section 26-75-201 *et seq.*, there is hereby levied a one-half percent (.50%) tax upon the gross receipts from the sale at retail within the City of Searcy, of all items which are subject to the Arkansas Gross Receipts Tax Act of 1941, as amended (Arkansas Code Annotated, Section 26-52-101 *et seq.*) and the imposition of an excise (or use) tax on the storage, use or other consumption within the City of tangible personal property subject to the Arkansas Compensating Tax Act of 1949, as amended (Arkansas Code Annotated, Section 26-53-101 *et seq.*), at a rate of one-half percent (.50%) of the sale price of the property, or, in the case of leases or rentals, of the lease or rental price (collectively, the "Sales and Use Tax"); provided that, the maximum Sales and Use Tax to be imposed upon a Single Transaction, as hereinafter defined, shall be Twenty Five Dollars (\$25.00).



# Area Agency on Aging Transportation

Invitation for Bid

710-18-1025

October 4, 2018





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## 2.1 INTRODUCTION

The Area Agency on Aging of Western Arkansas, Inc. (AAAWA) proposal will demonstrate that this Agency contains the infrastructure, the capacity, and most importantly the expertise needed to effectively and efficiently administer the Arkansas NET Program. In selecting AAAWA, DHS/DMS will have a strong partner that is committed to excellence and serving Arkansas and its beneficiaries. We will continue to provide our proven NET approach to the regions we are awarded, while delivering superior customer service and satisfaction.

AAAWA is an Arkansas based 501-3c Corporation that has been in business since 1979. We employ over 600 staff members across 30 counties in Arkansas. Over 250 personnel (part time and full-time staff) work in the NET division of the organization. AAAWA is diverse in our operations providing a variety of services to residents of Arkansas. AAAWA is a licensed home health, hospice, and non-skilled care provider in addition to being a Non-Emergency Transportation service provider. AAAWA is the only home health agency in our region that provides in home services to pediatric clients as well as adults. Additionally, we subcontract with 21 Senior Centers in 8 counties and serve as the grant administrator for the meal programs for seniors. AAAWA is unique from other organizations competing for the NET contract, in that we see first-hand the importance of the NET services and that those services be dependable. It is our mission to provide services that promotes a healthy, independent, quality living in the home.

Mrs. Jennifer Hallum leads the organization. She has served as CEO and President of AAAWA since 2015. Through Mrs. Hallum and the Board of Directors there has been a strategic plan preparing the foundation to grow the organization. In 2017, two of the revenue streams experienced a growth in revenue and net income, which facilitated growth in capital. This increase in liquid assets will continue in the coming years and further solidify our future as a strong competitor. Under her direction, the agency is poised to take advantage of economic and entrepreneurial opportunities in the future. Mrs. Hallum brought with her to AAAWA 25 years of accounting, audit, banking experience, as well as 10 years of management experience.

Mrs. Dina Newman is the Transportation Project Director and Safety Officer of the AAAWA NET program. She has managed the department of over 250 staff for the last 10 years and came to AAAWA with nearly 20 years of experience in fleet maintenance and management. She has led her team through two separate region takeovers in the last 5 years. Both acquisitions were performed within 30 days of notification. She and her team have proven they have the leadership and management expertise as evidenced with AAAWA's on-time rating of 92% in 2017 as was published in the AFMC report card.



Mr. David Joplin has 2 years with AAAWA as the Quality Assurance manager and Investigator and Trainer. He is responsible for ensuring compliance with Federal, State and Local regulations as well as AAAWA policies in addition to investigating complaints, accidents, and incidents. Mr. Joplin is responsible for the Agency training programming for all new NET staff including drivers and attendants as well as on-going training throughout the year.

AAAWA agrees that services include but are not limited to:

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

### A. Provision of Safe and Appropriate Transportation

In all cases AAAWA will provide the most appropriate and safe service to meet the beneficiary's health needs. Upon completing the customized call script, determination will be made for the best possible level of transportation for each call whether one-time appointments or re-occurring (standing) appointments. Special consideration is given to the standing orders in order to keep them with the same provider/driver if possible.

AAAWA uses proven gatekeeping methodologies to make determination regarding the most appropriate, least costly mode of transportation for eligible Medicaid beneficiaries. Following the customized call script, CSR's will interview the Medicaid beneficiary to determine their eligibility for NET. If the appointment is to a Medicaid covered service, and their access is available, the most appropriate, least costly mode of transportation will be determined, and the trip assigned.

### B. Adherence to Program Guidelines

Area Agency on Aging of Western Arkansas uses proven gatekeeping methodologies to make determinations regarding the beneficiary's need for NET services in accordance with contract guidelines by:

1. Identifying the beneficiary's authorized representative(s). Minimum (2)



2. Verifying the beneficiary eligibility (**See script on Pages 32-33**)
3. Determining the beneficiary's level of mobility and functional independence to determine the best mode of transportation needed including special needs both physical and mental.

Determinations are made based on the beneficiary's individual circumstances. The beneficiary is informed about the options of fuel reimbursement if available in their region, and any public transportation in their area. Area Agency on Aging of Western Arkansas, Inc. will choose the most cost-effective mode of transportation based on where the beneficiary is located and assign the trip.

### C. Provision of an Efficient Reservation and Trip Assignment Process

Area Agency on Aging of Western Arkansas has invested a significant amount of resources on the development of Transportation Scheduler (**Section 2.4.E.6 Page 75**). This proprietary software is the platform AAAWA staff use for trip management, accounting, and billing for Non-Emergency Medical Transportation. With an extremely user-friendly interface, our staff can easily manage and maintain providers/facilities, clients, drivers, vehicles, reservations, and billing.

### D. Recruitment, Training, and Negotiation with Subcontractors

We constantly recruit new subcontractors around our current regions which we provide training and oversee their delivery in accordance to contract guidelines. This past year we added two (2) new subcontractors to our network. Our Agency has proven that we are able to solicit providers to partner with us. This coupled with our own company owned fleet provides that extra assurance we are committed to Arkansas and that we are able to serve our clients well and successfully.

### E. Submission of Accurate and Timely Encounter (Trip) Data

AAAWA has a highly trained financial and billing staff to ensure timely encounter trip data. This includes the processing of all claims, compliance for reporting fraud, abuse, and noncompliance issues, Daily, Monthly, Quarterly, and Annual State Reporting.



## F. Assurance of Quality Services

AAAWA sets our Agency apart from all other Brokers in the State through our Assurance of Quality Service. Our Quality Assurance Plan (QAP) meets the requirements of the Department of Human Services/Division of Medical Services (DHS/DMS) for Non-Emergency Medical Transportation Services (NET). Please see the following section for our QAP (**Section 2.4.E.7 Page 82**). Our plan ensures compliance with all requisite contract documents, codes and standards during the design, installation and test phases of the project.

The plan will ensure that policies are in accordance with contractual requirements. Following the plan will allow for early detection and correction of potential problems, minimize costs and prevent delays. The plan includes a uniform system of documentation that allows easy access for audit and evaluation of adherence to the plan for specific projects(s). This plan is integral to the AAWA commitment to improve efficiency, quality, service, and management company wide. The plan is critical to the development of a management environment that produces excellence and accountability. Use and implementation of this QAP will enable the AAWA to meet the present and future transportation needs of the NET program and any other transportation programs.

## G. Provision of Administrative Oversight and Reporting

Area Agency on Aging of western Arkansas understands the Broker is responsible for the management of overall day-to-day operations necessary for the delivery of NET services and the maintenance of appropriate records and system of accountability to report to DMS and respond to the terms of the contract.

AAAWA has the experience and developed level of expertise surrounding the NET program services. Our team understands that clear communication is necessary between all parties to ensure our recipients receive the safe, reliable transportation that they deserve.

As AAWA has done since the beginning of the program, we will maintain close administrative oversight of the program. AAWA will continue to have direct control of all aspects of the program and monitor the service on a daily basis. We will continue to use standard passenger transportation procedures, which are tried and true to monitor and manage service, drivers, and vehicles.



### 2.1.1 Executive Summary

Area Agency on Aging of Western Arkansas, Inc. (AAAWA) is delighted to submit a proposal to the Arkansas Department of Human Services and Division of Medical Services for the Non-Emergency Medical Transportation Services (NET) in accordance with the Program Guidelines specifications of IFB #710-18-1025. As a long time broker in the state of Arkansas that is currently serving Regions (1), (3), (5), and (6), we are confident that we are familiar with the needs of the clients, evidenced by a published track record of providing service that is on time, efficient for the taxpayer, while maintaining quality customer service to the client. We are one of the top NET brokers in the State based on annual trip volume as was reported by AFMC in the most recent Quarterly Net Program Performance Profile. We currently have and will continue to have an efficient reservation and trip assignment process. We should surpass all other providers in the mileage for 2018. As of March 2018, we have provided approximately 30% of the total trips made through the first quarter of the year. See the graph below (**Figure 2.1.1 Page 10**) detailing the number of trips by broker.

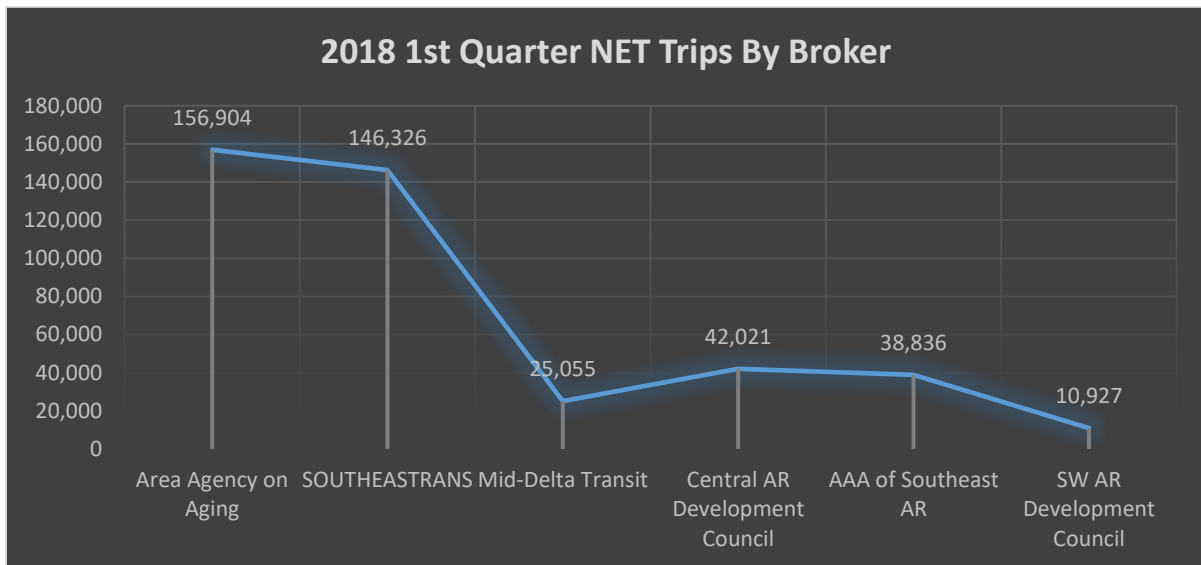


Figure 2.1.1 – 2018 1<sup>st</sup> Quarter NET trips by broker



A. Area Agency on Aging Organizational Chart (Figure 2.1.1.A)

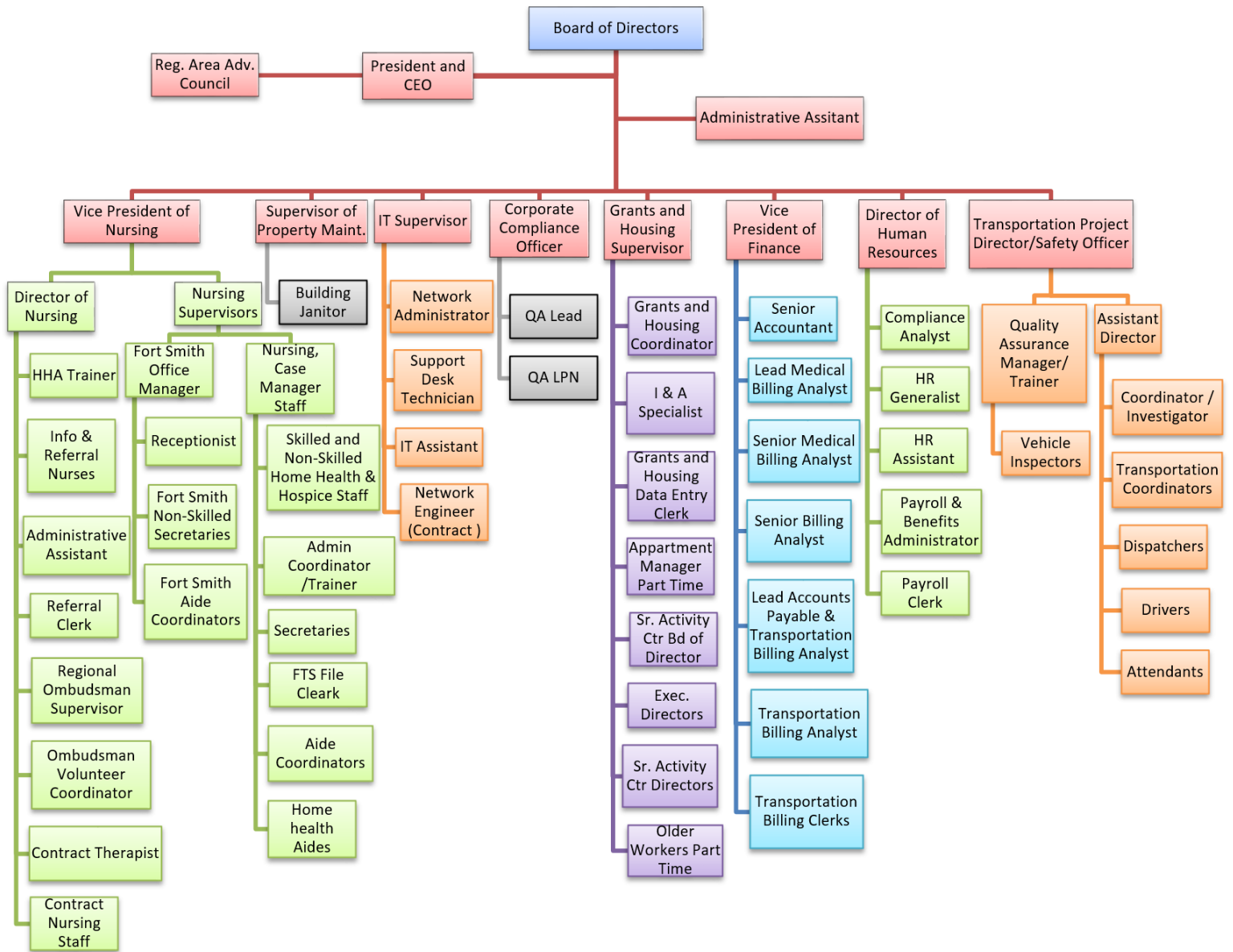



Figure 2.1.1.A Organizational Chart






## 1. Area Agency on Aging Corporate Executive Team

The following tables describe roles and responsibilities each executive member proudly carry out at Area Agency.

| Area Agency on Aging of Western Arkansas, Inc. Corporate Staff Roles and Responsibilities   |   |
|---|---|
| Name/Position   | Roles and Responsibilities  |
| <p><b>Jennifer Hallum</b><br/><b>President/CEO</b></p>  | <p>As the President/Chief Executive Officer (CEO), Mrs. Hallum is responsible for developing the corporation’s strategic annual planning, government relations, establishing long- range goals as well as all executive-level management functions including but not limited to:</p> <ul style="list-style-type: none"> <li>• Approving and authorizing all corporate and operational policies and procedures.</li> <li>• Directing corporate business strategy and new business development.</li> <li>• Authorizing bank accounts, loans, lines of credit, bonds (when required) and other financial instruments.</li> <li>• Plan, develop, organize, implement, direct and evaluate the organization’s fiscal function and performance.</li> <li>• Establishing binding agreements and contracts with governmental agencies, vendors, and subcontractors.</li> <li>• Evaluate and advise on the impact of long-range planning, introduction of new programs/strategies and new business development.</li> <li>• Developing corporate mission, vision, and values.</li> <li>• Development of Capital Investment Plan.</li> <li>• Oversight of budget process, approval, and monitoring though out the year.</li> <li>• Providing strategic financial guidance.</li> <li>• Initiating appropriate strategies to enhance cash position.</li> <li>• Overseeing the development of reliable cash flow projections process and reports, which include minimum cash threshold to meet operating needs.</li> <li>• Approving all capital purchases and lease agreements.</li> <li>• Managing the executive leadership.</li> </ul> |




Area Agency on Aging of Western Arkansas, Inc. Corporate Staff Roles and Responsibilities

| Name/Position   | Roles and Responsibilities   |
|---|--|
| <p data-bbox="217 548 521 695"><b>Dina Newman<br/>Transportation Project<br/>Director<br/>Safety Officer</b></p>  | <p data-bbox="558 289 1416 390">Reporting to the President/CEO, the Transportation Project Director is responsible for overseeing the internal and external operational functions, as well as for executing the following tasks:</p> <ul data-bbox="607 428 1416 1486" style="list-style-type: none"> <li>• Developing and overseeing NET contract implementation plans.</li> <li>• Managing the Transportation Leadership Team</li> <li>• Overall management and oversight of AAAWA Arkansas Transportation Programs.</li> <li>• Coordinating project resources.</li> <li>• Overseeing the development and revising policies and procedures to AAAWA NET Manual as regulations or implementing contract requirements change.</li> <li>• Reporting key milestones monthly to CEO, Compliance Committee, and the Board of Directors.</li> <li>• Oversight of tracking of incidents, accidents, and complaints.</li> <li>• Troubleshooting challenges or concerns.</li> <li>• Assessing performance objectives.</li> <li>• Implementing and oversight of productivity, quality, and customer-service standards.</li> <li>• Point of Contact for DHS, DMS, and AFMC.</li> <li>• Point of contact for all sub-contractor relations, rates, and contracts.</li> <li>• Soliciting new partnerships and new sub-contractor relationships.</li> <li>• Approving NET Sub-contract agreements.</li> <li>• Evaluate and Oversee NET subcontractor’s compliance to contract.</li> <li>• Oversight of contractual requirements of NET contract.</li> <li>• Oversight of NET Program expansions.</li> <li>• Oversight of accurate monthly reporting.</li> <li>• Coordinating communication with state agencies, transportation sub-contractors, and NET beneficiaries.</li> <li>• Oversees large capital purchase needs to be requested to CEO and the Board.</li> <li>• Oversight of safety and security program, including reporting.</li> </ul> |



Area Agency on Aging of Western Arkansas, Inc. Corporate Staff Roles and Responsibilities

| Name/Position  | Roles and Responsibilities   |
|--|--|
| <p data-bbox="207 638 529 785"><b>David Joplin</b><br/>Quality Assurance<br/>Manager<br/>Investigator and Trainer</p>  | <p data-bbox="558 289 1412 428">Reporting to the Director of Transportation, the Quality Assurance Manager Investigator Trainer is responsible for ensuring compliance with Federal, State, and Local regulations as well as AAAWA policies. Specific tasks include but are not limited to:</p> <ul data-bbox="607 466 1386 919" style="list-style-type: none"><li>• Manage the Arkansas Foundation for Medical Care Portal for Non-Emergency Transportation driver and vehicle compliance</li><li>• Manage the day to day activity of Vehicle Inspectors</li><li>• Monthly tracking and review of complaints received for transportation</li><li>• Monthly tracking of fleet maintenance</li><li>• Manage the GPS fleet management program</li><li>• Track as well as conduct new employee driver/attendant training</li><li>• Monthly internal compliance reporting for activities directly associated with NET</li><li>• Manage and investigate complaints, accidents, and incidents with reporting to transportation project director.</li></ul> |



Area Agency on Aging of Western Arkansas, Inc. Corporate Staff Roles and Responsibilities

| Name/Position   | Roles and Responsibilities   |
|---|--|
| <p style="text-align: center;"><b>Sheri Rudd</b><br/><b>Information Technology</b><br/><b>Supervisor</b></p>  | <p>Reporting to the President/CEO, the Information Technology Supervisor is responsible for implementing and maintaining all corporate and business office/call center telecommunications and information technology (IT) systems as all IT functions including but not limited to:</p> <ul style="list-style-type: none"> <li>• Providing operational oversight and control information technology infrastructure.</li> <li>• Serving as the principal liaison with hardware and software vendors.</li> <li>• Procuring hardware and software systems.</li> <li>• Overseeing tablet device provision services.</li> <li>• Managing data and generating reports.</li> <li>• Providing analysis and recommendations related to new technology implementation.</li> <li>• Supervising I.T. employees in accordance with organizational policies and goals.</li> <li>• Ensuring proper functioning of the organization’s information systems and performing upgrades as necessary.</li> <li>• Directing computer equipment, hardware, and software updates to meeting organizational needs.</li> <li>• Ensuring that proper support is available for all activities the information technology environment and adequate skilled resources are present to ensure smooth functioning.</li> <li>• Directing the work of IT personnel, setting priorities, and coordinating activities within the department.</li> <li>• Identifying and ensuring staff development programs.</li> <li>• Determining system reload and backup procedures for database and critical applications.</li> <li>• Monitoring and maintaining mainframe systems.</li> <li>• Coordinating local and remote network equipment testing.</li> <li>• Overseeing equipment repair, repair for remedy failures, cable replacement and repair, replacement of information technology components.</li> <li>• Preparing and installing network software.</li> <li>• Diagnosing and resolving problems with malfunctioning components.</li> <li>• Maintaining data communication networks.</li> </ul> |



## 2.2 SERVICE DELIVERY LOCATION

AAAWA'S corporate transportation office is located on the 4<sup>th</sup> floor of our corporate office located at 524 Garrison Avenue in historical downtown Fort Smith. Our hours of operation are 7:30 a.m. until 5:30 p.m., Monday through Friday, except on days recognized as state holidays. Additionally, we have offices in Russellville, Searcy, and Fayetteville to serve the needs of those areas.

In all locations, AAWA will provide reservations and scheduling services from 8:00 a.m. to 5:00 p.m. A member of the transportation staff is on duty 24 hours per day, 7 days a week in case of emergencies. Transportation services for beneficiaries who require necessary regular medical care, such as dialysis and cancer patients, will be provided on Saturdays from 8:00 a.m. to 5:00 p.m. as predicated on the need of the beneficiary.

In the event of inclement weather, the beneficiaries will be notified by the drivers the status of their trips and Arkansas Foundation Medical Care will be notified of cancelled or delayed routes due to weather.

## 2.3 MINIMUM QUALIFICATION

### A. AAWA History of Reliable Service

Area Agency has provided the NET services in Arkansas for 20 years. During that time, we have proven our long-lasting commitment to Arkansas, evidenced by our willingness to expand when asked by DHS because previous providers left the state on short notice. Additionally, we have an efficient model that continues to service clients with outstanding customer service. The most recent report AFMC Program Performance Profile indicates we have the top on time pick up and drop off percentages.

#### 1. Qualifications and Experience

Area Agency on Aging of Western Arkansas, Inc. has multiple NET contracts of the same scope with DHS/DMS. We operate 4 NET regions in the State of Arkansas as well as contracts with the Arkansas Highway and Transportation Department to provide transportation in rural communities. Our four (4) Arkansas call centers receive approximately **456,000** calls per year but capability and the infrastructure to increase this amount if AAWA were to expand. We currently sub-contract with **12** transportation providers who are all from the state of Arkansas. AAWA employs 225 drivers and 20 attendants. However, with our sub-contractors we have a combined total of **600** drivers, **70** attendants, and approximately **400** provider vans that



includes our Agency fleet of nearly **300** vehicles that are ready to step in when needed unlike the pure brokers who do not own their own fleet nor have assets in the state of Arkansas. Our Agency has been providing safe, reliable, and efficient transportation for twenty (20) years giving us the experience needed to provide what DMS is seeking in a transportation provider.

Please see the list below of examples of previous/current contract managers that can verify qualifying experience.

| <u>Contract Managers</u>   |                     |  |
|--|---------------------|--|
| <u>Name</u>  | <u>Phone Number</u> | <u>Email Address</u>   |
| <b>Beth Rendon: Cossatot Senior Activity Center</b>                          | 870-385-2373        | <a href="mailto:cossatoseniors@windstream.net">cossatoseniors@windstream.net</a> |
| <b>Kristen Robertson: Heritage Village of Barling, Booneville, and Paris</b> | 479-459-8486        | <a href="mailto:HVBApartments@gmail.com">HVBApartments@gmail.com</a>             |
| <b>Katie Raines: BOST</b>  | 479-755-7305        | <a href="mailto:kmraines@bost.org">kmraines@bost.org</a>                         |

2. Relevant Experience to Same/Similar, Type, Size, and Scope NET Projects

The following table (**Table 2.3.A.2 Page 18**) and narratives provide a summary of AAAs' current Medicaid NET contracts that are most similar to the Scope of Work as outlined in the DHS/DMS NET IFP. In each of our contracts, we developed and enhanced our NET program management best practices. Some are unique to the specific contract; while most can be implemented throughout our NET contracts so all our clients benefit from our program improvements.



**Table 2.3.A.2: Arkansas Department of Human Services/Division of Medical Services Contracts**

| Contracting Entity  | Region | Eligible Members | Annual NET Trips |
|---|--------|------------------|------------------|
| Arkansas Department of Human Services / Medical Services (Medicaid) | 1      | 148,263          | 195,566          |
| Arkansas Department of Human Services / Medical Services (Medicaid) | 3      | 76,361           | 153,227          |
| Arkansas Department of Human Services / Medical Services (Medicaid) | 5      | 116,615          | 142,120          |
| Arkansas Department of Human Services / Medical Services (Medicaid) | 6      | 10,490           | 10,638           |
| <b>Total Annual NET Arkansas Trips</b>                              |        |                  | <b>501,551</b>   |

**3. Arkansas Medicaid Experience.**

Area Agency on Aging of Western Arkansas, Inc. is contracted with the Arkansas Department of Human Services/Division of Medical Services as the Medicaid NET Broker in (4) regions: 1,3,5, and 6. Our Agency has had the contract in Region 5 and 6 since 1998. We have been the broker in region 3 since 2012. The implementation was successful with no complaints of service. In February 2017, we were notified that we had not won any regions we had bid though we had the experience and were considerably more affordable to the taxpayer. The day after we learned of this, we began making plans to use our vans in other area of service. However, in May we were notified not only could we renew our contract but were given the opportunity to take another region that being region (1). We were quick to secure contracts with 12 new providers in that area, purchase vans, and began hiring staff immediately. It is that type of commitment AAAWA has to Arkansas Medicaid/ DMS/ NET program and to the 600 plus Arkansans we employ.



Our Agency has proven that we are able to solicit providers to partner with us. This coupled with our own company owned fleet provides that extra assurance we are committed to Arkansas and that we are able to serve our clients well.

Our strong relationships with the medical facilities we serve is something we strive to improve on daily. Because we employ staff in every region, we are familiar with the area, the people, the other stakeholders. Working hand in hand with the facilities and families of our recipients, we were able to work together to make the transition as seamless as possible.

Our Agency is 100% debt free, which demonstrates our financial stability but also allows our NET department freedom to locate and purchase vans as needed. With our 20 year' experience providing Non-Emergency Medical Transportation within the State of Arkansas, we understand the areas we serve, and the priorities put in place by Medicaid to ensure safe reliable transportation.

#### 4. Proven Leadership Team

AAAWA employs the most qualified individuals to serve as part of the AAWA Transportation Leadership team. In addition to Dina Newman, the leadership team includes the following team members. These individuals bring 50 years of combined transportation service experience to the AAWA NET program.

- Fancy Seratt: Assistant Transportation Project Director and Region 1 Transportation Coordinator
- David Joplin: Quality Assurance Manager / Investigator and Trainer
- Tammy Stipes: Transportation Coordinator Region 3
- Linda Sanders: Transportation Coordinator Region 6
- Jerri Munholland: Transportation Coordinator Region 5 / Investigator
- Kristy Whisenhunt: Assistant Transportation Coordinator Region 5

#### 5. Experience Providing Quality and Safe Medicaid Transportation

Area Agency on Aging of Western Arkansas, Inc. has held our NET contract full-service, at risk contracts in (4) regions of the state which covers 30 counties in the state of Arkansas. The following table (**Table 2.3.A.5 Page 20-22**) demonstrates the scope of services we provide that at a minimum meet and in most cases exceed the DHS/DMS NET IFP requirements.





Table 2.3.A.5 Scope of Services Performed on Current NET Contracts

|   |  |
|---|--|
| <p><b>Call Center Services</b></p>            | <ul style="list-style-type: none"> <li>• Call center located in EVERY contracted Region for maximum efficiency. Our main call center is at the Corporate Headquarters in Fort Smith, but each region can be reached individually, or calls transferred to the region needed.</li> <li>• Gate Keeping- to assure the beneficiary meets eligibility, medical necessity and transportation needs</li> <li>• Authorize, schedule and assign trips via custom software</li> <li>• Determine most cost-effective transportation including routing, provider, fuel reimbursement</li> <li>• Verify trip distance via mapping for accurate trip distance cost determination using geo-coding</li> <li>• 24/7 Hour on Call staff for Emergencies</li> <li>• Urgent Care Dispatching for Hospital discharges and urgent care doctor requested follow ups</li> </ul>  |
| <p><b>Information Technology</b></p>          | <ul style="list-style-type: none"> <li>• Custom designed NET management software with customization capabilities for specific contract requirements</li> <li>• Currently 50% of our Agency owned Vans have installed Network Fleet. That allows for GPS tracking of the van i.e. speed, location of the van, and drivers overall driving behavior.</li> <li>• Telecommunications systems utilizing the latest VoIP (voice over) to ensure efficiency and stability.</li> </ul>   |
| <p><b>Transportation Provider Network</b></p> | <ul style="list-style-type: none"> <li>• Already established comprehensive network of transportation providers in addition to AAAWA Fleet of 300 vehicles stationed in each region.</li> <li>• Coordinated efforts with local, community, and transit agencies including ATA, CTAA, NADTC, Federal Transit Administration for Safety Oversight</li> <li>• Contracts requiring strict adherence to program requirements for quality and safety standards</li> <li>• NET Provider Assistance Program</li> <li>• Provide Safety training for drivers and attendants including Defensive Driving, Distracted Driving, and Abuse training free of charge</li> <li>• Monthly Vehicle Inspection by one of 3 Inspectors for every vehicle listed on the provider fleet listing and updating AFMC portal</li> <li>• Administer Fuel Reimbursement Program</li> <li>• Controlled use of transportation coordinator operated vehicles in addition to our Agency owned fleet</li> </ul> |



**Table 2.3.A.5 Scope of Services Performed on Current NET Contracts**

|  |  |
|--|--|
| <p><b>Compliance</b></p>                   | <ul style="list-style-type: none"> <li>• Credentialing for all transportation providers prior to admission to the Agency Provider Network including expirations, certifications and credentialing required by contract</li> <li>• Criminal Background, Motor Vehicle, Drug, Adult Maltreatment, Child Maltreatment, Current Driver License, CPR, Defensive Driving Certification, Pass Certification, ADA training, Drug and Alcohol Training, Distracted Driver Certification,</li> <li>• Liability Insurance monitoring to meet required standards</li> <li>• Monthly, Annual, and Unannounced Vehicle Inspection and Monitoring</li> <li>• Facility and field monitoring of service delivery</li> </ul>   |
| <p><b>Net Training</b></p>                 | <ul style="list-style-type: none"> <li>• Multiple Certified Instructors</li> <li>• 1 Week Intensive Classroom Training for Drivers/Attendants</li> <li>• 2 Weeks of driver training minimum</li> <li>• Multiple testing for drivers/attendants</li> <li>• PASS certification</li> <li>• Defensive Driving Class</li> <li>• Distracted Driving Course</li> <li>• Passenger Assistance</li> <li>• Child Safety Seat Class</li> <li>• First Aid/CPR certified</li> <li>• Wheelchair Lift Operation including all ADA requirement classroom time with certification testing</li> <li>• Passenger Sensitivity and Assistance</li> <li>• Quarterly training for ongoing training including inclement weather driving, cross walk safety, video training showing distracted driver, Certified Trainer with Philadelphia Insurance provides safety training yearly</li> <li>• Training on Mobile Technology</li> </ul> |
| <p><b>Quality Assurance Management</b></p> | <ul style="list-style-type: none"> <li>• Complaint Hotline direct to AAAWA to Compliance Officer 844-689-3912</li> <li>• Full Time Quality Assurance Manager</li> <li>• Monthly Safety and Quality Assurance meetings</li> <li>• Full Time Credentialing and Quality Assurance Manager</li> <li>• Beneficiary Satisfaction surveys</li> </ul>  |



**Table 2.3.A.5 Scope of Services Performed on Current NET Contracts**

|                                 |  |
|---------------------------------|--|
|                                 | <ul style="list-style-type: none"><li>• Provider Quality Control Inspector- Investigator to determine resolution of complaints, review of video logs, alerts from Network Fleet, and report results quarterly beneficiary satisfaction survey report and other monitoring.</li></ul>   |
| <b>Administrative Reporting</b> | <ul style="list-style-type: none"><li>• NET Provider Billing/Payment Oversight and dispersing of funds</li><li>• Processing of all claims</li><li>• Compliance hotline for reporting fraud, abuse, and non-compliance issues with AFMC</li><li>• Capture data and perform Statistical analysis</li><li>• Custom Report Capabilities both Standard and Custom</li><li>• Daily, Monthly, Quarterly, and Annual State Reporting</li></ul> |
| <b>Safety</b>                   | <ul style="list-style-type: none"><li>• N Vision Trailblazer Electronic Deer Alert</li><li>• Safety Officer to track all driver training components</li><li>• Designated Trainers to Mentor new Drivers</li><li>• Investigator pulls random video logs and 100% of videos of rides with children</li><li>• Video Cameras in all vans</li></ul>   |



B. [Resumes of Project Director/Safety Officer & Quality Assurance Manager/Trainer](#)



**Dina S. Newman**, Project Director and Safety Officer  
3886 E. State Hwy 197, Subiaco, AR 72865  
[dnewman@agingwest.org](mailto:dnewman@agingwest.org)  
479-652-5619

## Experience

2009 to Present

**Transportation Project Director**, AREA AGENCY ON AGING OF WESTERN ARKANSAS, INC.

Reports directly to the CEO. This position has executive oversight and responsibility for the Arkansas DHS/DMS NET program. As a member of the corporate leadership team, she is responsible for development and implementing specialized projects, NET program administration, software enhancements, and accreditation initiatives as well as executing the following tasks:

- Developing and overseeing NET contract implementation plans
- Overall management and oversight of AAAWA Arkansas Transportation Programs
- Coordinating project resources
- Developing and revising policies and procedures to AAAWA NET Manual as regulations or implementing contract requirements change.
- Reporting key milestones monthly to CEO, Compliance Committee, and the Board of Directors
- Oversight and Tracking of incidents, accidents, and complaints
- Troubleshooting challenges or concerns
- Assessing performance objectives
- Implementing and oversight of productivity, quality, and customer-service standards
- Point of Contact for DHS, DMS, and AFMC
- Point of contact for all sub-contractor relations, rates, and contracts
- Soliciting new partnerships and new sub-contractor relationships
- Approving NET Sub-contract agreements
- Evaluate and Oversee NET subcontractor compliance
- Oversight of contractual requirements of NET contract
- Oversight of NET Program expansions
- Oversight of Call Center Supervisors



- Responsible for accurate monthly reporting
- Recruiting and selection of coordinators, supervisors and inspectors
- Coordinating communication with state agencies, transportation sub-contractors, and NET beneficiaries
- Oversees the preventative maintenance schedule and overall fleet management
- Oversees compliance staff audits and other quality assurance measures to ensure compliance and good service to clients is consistently achieved.

## 2008 to 2009

**Program Secretary**, AREA AGENCY ON AGING OF WESTERN ARKANSAS, INC.

### **Responsible for:**

- Compiling data from Nursing Office for reporting
- Analyze records for accuracy
- Responsible for monthly Program Report and submission to Board of Directors
- Contract Payroll clerk
- Accounts Receivable Accounting
- Accounts Payable
- Bank Reconciliation

## 2001 to 2007

**Sales / Shipping**, AMERICAN SPINCAST

### **Responsible for:**

- Data entry of all sales orders
- Set up outgoing shipments
- Invoicing
- Coordinate with freight lines inbound and outbound
- Analyze logistics of freight
- Answer sales calls and write sales orders
- Maintain records of overseas shipments
- Negotiate pricing

## 1999-2001

**Restaurant Manager,**

- Responsible for staffing
- Inventory control
- Co-wrote Employee Handbook
- Daily ledger for sales and cost of sales
- Plan menus
- Oversee catering



1982 to 1998

### **Office Manager, Perry & Rodgers Ford Lincoln Mercury**

#### **Responsible for:**

- Data Entry
- Accounts Receivable / Accounts Payable
- Payroll for dealership in addition to owner's additional business
- Payroll taxes, monthly, quarterly, yearly
- Ensure accuracy of general ledger and financials
- Quarterly reporting
- OSHA compliance
- Workers Comp compliance
- Arrange travel for owners
- Negotiate and arrange shipping for auction purchased vehicles

### **Education**

#### **1980 Graduate of Wynnewood Public Schools**

#### **Certifications and Specialized Training:**

- PASS Certified Instructor
- VMMI Certified
- CCTM
- Alice Certified Instructor (Assault Prevention)
- Drugs and Alcohol DAPM
- Passenger Service and Safety Certified Trainer
- START Train the Trainer
- Passenger Assistance and Wheelchair Securement Certified
- DHS Disability Training
- Transit Leadership Development
- Emerging Leaders class / CTAA
- Drug and Alcohol Training for Supervisors
- DHS/Developmental Disabilities Services Transportation Training
- ADA specialized training



**Paul David Joplin**, Quality Assurance Manager and Investigator Trainer  
7823 Huntington Way, Fort Smith, AR 72916  
**Djoplin4060@gmail.com**  
**479-719-1315**

### COMPLIANCE MANAGER

Resourceful and results oriented professional with keen observation and reporting skills with specialized knowledge, and achievement in the area of investigations and regulatory compliance. Proven attention to detail, follow through and problem-solving ability. Experienced and disciplined leader with in depth knowledge of principles, recognized for keen ability to perform within pressured environments. Highly dedicated individual who exhibits the highest degree of professionalism, with working knowledge on business and management principles. A team player with effective interpersonal and communication skills adept at building productive relationships and building rapport with a diverse set of individuals. Core competencies include:

**Problem Solving and Analysis • Leadership Skills • Analytical Thinking • Integrity • Presentation and Communication Skills • Investigations • Adaptability • Focus on Results • Professionalism • Accuracy and punctuality**

### PROFESSIONAL EXPERIENCE

**AREA AGENCY ON AGING OF WESTERN ARKANSAS** – Fort Smith, AR - 11/2017 to Present  
A non-profit organization specializing in Non-Emergency Transportation (NET) in the State of Arkansas.

**Transportation Compliance Coordinator**

Provide leadership, vehicle inspector supervision, support and vision for the non-emergency transportation of patients/clients to and from hospitals, convalescent facilities, dialysis centers, rehabilitation centers, medical offices and their private residences in a safe, secure and professional manner. Major emphasis on the orientation, training, and regulatory/contractual compliance for drivers and vehicles to include sub-contracted services. Manage the AFMC online portal for compliance oversight.



## **CAP FLEET UPFITTERS – Temple, TX – 07/2017 to 10/2017**

A public safety equipment company serving Texas, Arkansas, and Oklahoma emergency services markets. Specializing in the sale and installation of emergency equipment.

### **Outside Sales - Oklahoma**

Develops new customers through email, phone, and personal contacts as well as take care of existing customer's needs. Prepares quotes for emergency equipment keeping profitable margins. Attends conferences to network with potential and existing customers and sell services. Assist other sales personnel when needed.

## **SAFETY MATERIAL INSTALLATION for LAW ENFORCEMENT SERVICES – Fort Smith, AR – 2015 to 2017**

A public safety equipment store serving the Arkansas and Oklahoma emergency services markets. Specializing in emergency equipment installations and service. Full line of emergency gear, graphics department, and uniforms.

### **Outside Sales Manager**

Develops new customers through email, phone, and personal contacts as well as take care of existing customer's needs. Prepares quotes for emergency equipment keeping profitable margins. Attends conferences to network with potential and existing customers and sell services. Assist the Inside Sales Manager with storefront duties as needed

- Was awarded Oklahoma State Contract for emergency vehicle equipment
- Instrumental in getting online store up and running generating additional revenue stream

## **EAGLEONE OWNED AND BRANDED COMPANIES – Fort Smith, AR – 2007 to 2015**

A pharmaceutical and office goods courier service for warehousing and distribution serving multiple accounts throughout AR, OK, MS, AL, TN, TX, LA, and WI. Company diversified into oil/gas service industry, home security company.

### **Compliance Manager**

Initially was responsible for creating security program from the ground up which encompassed several out of state branch locations. Duties included analyzing daily reports for theft, unannounced physical audits, and investigation of theft. After successfully building security processes was given managerial duties over the customer service and claims departments and employees. This led to taking over as Compliance Manager and leading a team of employees overseeing all regulatory compliance (DOT, HazMat, DEA, OSHA). Conducted training, auditing, investigations, and regular team meetings. Assisted in budgetary meetings and monthly forecasting. Led several successful projects in streamlining processes for individual departments.

- Created security program that drastically reduced pharmaceutical loss claims from multiple to just one claim within first year. Was awarded top performer status.
- Led projects to streamline claims department, customer service department, recruiting, training, and DOT compliance which improved overall financial spending for the departments. Was recognized with spot awards.
- Studied for and obtained Arkansas State Police credentials to manage a home security company obtained by the owner
- Managed compliance for EagleOne Logistics, EagleOne Shuttle Service, EagleOne Oilfield Transportation, Falcon Flowback, Barracuda Fishing Services, One Source Innovation





**FORT SMITH POLICE DEPARTMENT** – Fort Smith, AR – 1992 to 2007

Law Enforcement agency located in the second largest city in the State of Arkansas with a population around 84,000.

**Corporal Detective**

Provide for public safety by maintaining order, responding to emergencies, protecting people and property, enforcing motor vehicle and criminal laws, promoting good community relations. Four years as a patrol officer and over eleven years as a criminal investigator with the last five years working major crimes (homicide, rape, robbery, kidnapping). Conducted background investigations/voice stress examinations for police candidates. Proficient in analyzing evidence, report writing, court testimony, case files, and interview/interrogation.

- Specialized training in Internet and computer crimes
- Certified Voice Stress Analysis Examiner
- Member of the Joint Terrorism Task Force with Top Secret Clearance
- Over 1000 hours of specialized training to include interview/interrogation, death, fraud, and domestic violence investigations
- Guest instructor on death and domestic violence investigations for Youth Police Academy and Citizens Police Academy

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**EDUCATION AND TECHNOLOGY EXPERIENCE**

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Completion of Arkansas Law Enforcement Training Academy Class 92-C 1992  
Over 1000 Hours of Specialized Training for Regulatory/Investigations 1992-2007  
National Electronic Security Alliance Managerial Certification 2013  
Basic Data Recover and Analysis 2001  
Computer Voice Stress Analysis Examiner 2005  
Stan Walters Kinesic Interviewing 1997  
Attended Carl Albert State College 1988-1989  
Certified Child Passenger Safety Technician (CPST)



**Jerri Munholland**, Transportation Coordinator and Investigator

607 Kitty Hawk St., Van Buren, AR 72956

[jmunholland@agingwest.org](mailto:jmunholland@agingwest.org)

479-783-2339

**EDUCATION:**

Van Buren High School

**EXPERIENCE:**

10 years' experience with Area Agency on Aging

Present: Transportation Coordinator and Investigator at Area Agency on Aging of Western Arkansas.

Responsibilities: Relay communications between Director of transportation, office staff, other members of the Agency, and drivers. Having strong Clerical and organizational skills. I spend time being involved in training and orientation classes. Hiring committee for new drivers, attendants, also office staff. Work to organize CPR classes for our employee's. Help to keep up with employee's being added to and terminated through our insurance company and also our fuel company. Day to day disciplinary actions. Investigate incidents, accidents, complaints and view videos. I work closely with the Agency's vehicle inspector making sure all maintenance arrangements are being made and carried out. Serve on Agency committees and attends meetings as assigned. DER for the agency Drug and Alcohol program.

**3/2015-3/2016: Compliance Officer, for Area Agency on Aging**

Responsibilities: Ensure that Area Agency on Aging employee's information is in compliance with the Administrator of the Medicaid contract. This involves approximately 400 drivers and attendants. Gather all information through 3 different Regions 3, 5, and 6. Organize CPR classes for compliance, monitor all vehicle keys for agency owned fleet. I work closely with the revenue office to keep all vehicle registration current and assess vehicles when needed.

**2009-2015: CSR/ Scheduler, for Area Agency on Aging.**

Responsibilities: 2013/2015 I became a scheduler, where I coordinated transportation routes for our drivers to follow throughout the day. Main concern during this position was making sure the clients arrived on time and were picked up from the facilities in a timely manner. I was a CSR from 2009-2013 I answered an average of 90 phone calls a day. I provided clients that called in to Area Agency on Aging to schedule transportation with friendly customer service. Ran Medicaid numbers to check eligibility. I communicated with the other CSR's on the floor so that we could maintain adequate transportation for our clients.

**5/29/2008- 2009: Driver, for Area Agency on Aging Western Ar.**

Responsibilities: I started in one of the most important positions as far as transportation goes. I know what it is like from an out there on the road standpoint, to a putting it all together standpoint in the office. My objective as a driver was to provide safe and timely transportation to the clients. To make sure I allowed time for weather, traffic delays, and any other circumstances that may arise, so that they could be seen on time at their medical appointments. I provided customer service to the clients on the van opened the doors, helped buckle them in if needed extra assistance, I was also trained to operate a lift van.



**CERTIFICATIONS OR ACCOMPLISHMENTS:**

University of Arkansas- Microsoft Excel class attended Beginning February 2016  
University of Arkansas- Microsoft Excel class attended intermediate April 2016  
Certified- DHS/DDS Transportation Training May 2016  
Supervisor Drug and Alcohol February 2016  
Supervisor Drug and Alcohol Program Managers meeting July 2016  
Train-the-Trainer April 2016  
Assault awareness and Prevention for Transit Operators April 2016  
Passenger Assistance and Wheelchair Securement July 2016  
Comprehensive ADA Paratransit Eligibility course June 2016  
Supervisor communication skills July 2016  
Arkansas Public Transportation Conference October 2016  
Title VI and Public Transit April 2018

**C. Statement of Default**

AAAWA expressly agrees and acknowledges that if our Agency cancels, defaults, or otherwise abandons our contract prior to expiration, We 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. AAWA's signature on page four (4) of the BID response packet shall certify our compliance with this minimum qualification.



## 2.4 SCOPE OF WORK

### SUMMARY OF NET TRANSPORTATION

#### A. Determination Process

##### 1. Approach to Reservation Requests

Calls placed to our AAAWA call center will be directed to a highly trained Customer Service Representative (CSR) who are responsible for processing routing transportation requests.

Area Agency on Aging of Western Arkansas, Inc.'s NET Call Center will process requests for NET services received forty-eight (48) hours prior to an appointment, excluding weekends and state holidays for eligible DHS/DMS beneficiaries or their authorized representatives. During the gatekeeping process, AAAWA shall enter the caller's name, relationship, and contact information for calls placed by authorized representatives making reservations for an eligible beneficiary including routine trips and standing orders.

AAAWA follows a customized call script to determine eligibility and the need for transportation, verification that the requested trips is for Medicaid covered services, determine any special need considerations, and if the beneficiary has access to available transportation.

Same day requests such as discharges and next day transportation that qualifies as Urgent Care will be determined based on the immediate medical care need.

All Agency call center staff is trained to use the customized Call Script (**Table 2.4.A.1 Page 32 -33**) to ensure eligible beneficiaries in Arkansas have access to medical transportation by:

- Collecting relevant information from the Medicaid beneficiary or the beneficiary's authorized representative
- Verifying the beneficiary eligibility for NET services
- Identifying the availability of transportation
- Determining the most appropriate, cost effective mode of transportation
- Verification that the transportation is to a Medicaid covered service
- Assigning the reservation, a unique authorization/trip number
- Assigning the trip to a NET Provider/driver in the region the call originated from

AAAWA shall be responsible for maintaining cumulative trip counts of the beneficiary and shall confirm with other brokers if beneficiary has moved from another NET region.



Table 2.4.A.1 Sample Call Center Script

1. Good (morning, afternoon) ... Please be advised this call is being recorded. Thank you for calling Area Agency on Aging of Western Arkansas, Inc.. This is \_\_\_\_\_(name of CSR), How may I help you?
2. May I have the beneficiary's name and date of birth?
3. Please verify your home address and phone number. Do you have a secondary phone number for emergencies?
4. Is there an operational vehicle in the household available to the you?
  - Is the vehicle drivable?
  - Are you physically able to drive the vehicle?
  - Is there someone available to drive your vehicle for you?
  - Is the vehicle available at the time of the appointments?
  - Do you have funds available to operate the vehicle?
5. Is there public transit available to you?
  - Do you have the funds to pay to use public transit?
6. Are there other means of transportation available to you such as:
  - Your relatives?
  - Neighbors?
  - Friends?
  - Community organizations?
  - And/or including medical providers?
  - How do you get to other places (shopping, church, family visits)

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

7. Can you provide at least two (2) authorized representatives that will be allowed to schedule NET services on your behalf?  
If so, please provide:
  - Their first name
  - Their last name
  - Relationship
  - Contact number(Broker must confirm that the authorized representatives who are scheduling transportation are not associated with any agency, provider, or other entity to which transportation is or may be required)

If it is determined that the Broker must make provisions to provide transportation, the beneficiary or their authorized representatives must be asked:



**Table 2.4.A.1 Sample Call Center Script**

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 additional penalty?

Once the caller has certified to the above you must gather the following trip information:

1. Will you require the assistance of an escort? If they answer yes....May I ask why?
2. Will anyone traveling with you require a car seat? Do you have a car seat?
3. Are you able to walk to and from your home to the Net vehicle unassisted?
4. Do you use any special mobility devices such as a cane, scooter, walker, wheelchair? If you use a wheelchair, are you able to transfer to a regular seat once on the van?
5. May I have the name, address, and phone number of the facility you are going to?
6. Do you confirm the information provided is true and correct?
7. Do you confirm the information provided is true and correct?
8. Do you understand falsification; omission or concealment of information may result in termination of all transportation services or additional penalty?
9. Is there anything else I can do for you today? If the beneficiary has another appointment, repeat the trip intake process. If not, ask if they were satisfied with their service today?
10. Provide them with their trip number and thank them for calling.

Remind callers that NET transportation is a shared ride service which means that there will be other riders with them and they may have a wait while other riders finish their appointments.



BROKER RESPONSIBILITY

A. Audited Financial Statements

Although AAAWA has provided NET services for almost 20 years, we are happy to provide audited financial statements that can be found immediately below.

AREA AGENCY ON AGING OF  
WESTERN ARKANSAS, INC.

FINANCIAL STATEMENTS  
DECEMBER 31, 2017 AND 2016

BEALL  BARCLAY

CERTIFIED PUBLIC ACCOUNTANTS



**AREA AGENCY ON AGING OF  
WESTERN ARKANSAS, INC.  
FINANCIAL STATEMENTS  
DECEMBER 31, 2017 AND 2016**

Address: 524 Garrison Avenue  
Fort Smith, Arkansas 72901

EIN: 71-0523556

Phone number: (479) 783-4500

Director: Jennifer Hallum, President and CEO

Contact person: Jennifer Hallum, President and CEO





**AREA AGENCY ON AGING OF  
WESTERN ARKANSAS, INC.  
DECEMBER 31, 2017 AND 2016  
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## INDEPENDENT AUDITORS' REPORT

Board of Directors  
**Area Agency on Aging of Western Arkansas, Inc.**  
Fort Smith, Arkansas

### **Report on the Financial Statements**

We have audited the accompanying financial statements of **Area Agency on Aging of Western Arkansas, Inc.** (the Agency), which comprise the statements of financial position as of December 31, 2017 and 2016, and the related statements of activities and cash flows for the years then ended, and the related notes to the financial statements.

### ***Management's Responsibility for the Financial Statements***

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America. This includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### ***Auditors' Responsibility***

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditors consider internal control relevant to the Agency's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Agency's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.



We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

**Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of **Area Agency on Aging of Western Arkansas, Inc.** as of December 31, 2017 and 2016, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

**Other Matters**

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying Schedule of Expenditures of Federal and State Awards, as required by Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), is presented for the purposes of additional analysis and is not a required part of the financial statements. The other supplementary information listed in the table of contents is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audits of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

**Other Reporting Required by Government Auditing Standards**

In accordance with *Government Auditing Standards*, we have also issued our report dated May 1, 2018, on our consideration of **Area Agency on Aging of Western Arkansas, Inc.'s** internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Agency's internal control over financial reporting and compliance.

*Beall Barclay & Company, PLC*

BEALL BARCLAY & COMPANY, PLC  
Certified Public Accountants

Fort Smith, Arkansas  
May 1, 2018



AREA AGENCY ON AGING OF WESTERN ARKANSAS, INC.  
STATEMENTS OF FINANCIAL POSITION  
DECEMBER 31, 2017 AND 2016

|   | 2017                | 2016                |
|---|---------------------|---------------------|
| <b>ASSETS</b>   |                     |                     |
| <b>CURRENT ASSETS</b>   |                     |                     |
| Cash and cash equivalents   | \$ 3,614,400        | \$ 3,200,525        |
| Certificates of deposit   | 219,266             | 217,236             |
| Accounts receivable, net of allowance for doubtful<br>accounts of \$160,000 and \$175,450, respectively | 1,887,684           | 1,431,826           |
| Prepaid expenses  | 72,130              | 65,426              |
| Total Current Assets  | <u>5,793,480</u>    | <u>4,915,013</u>    |
| <b>PROPERTY AND EQUIPMENT</b>   |                     |                     |
| Real estate and capital improvements  | 3,208,166           | 3,208,166           |
| Vehicles and transportation equipment   | 7,327,509           | 6,783,822           |
| Furniture, fixtures, and equipment  | 376,039             | 364,425             |
| Software  | 567,845             | 559,775             |
|   | 11,479,559          | 10,916,188          |
| Less accumulated depreciation   | <u>8,258,593</u>    | <u>7,584,650</u>    |
|   | <u>3,220,966</u>    | <u>3,331,538</u>    |
| <b>TOTAL ASSETS</b>   | <u>\$ 9,014,446</u> | <u>\$ 8,246,551</u> |
| <b>LIABILITIES AND NET ASSETS</b>   |                     |                     |
| <b>CURRENT LIABILITIES</b>  |                     |                     |
| Accounts payable  | \$ 599,521          | \$ 365,381          |
| Due to providers  | 224,197             | 128,524             |
| Accrued payroll   | 484,358             | 416,129             |
| Accrued and withheld taxes payable  | 96,081              | 42,222              |
| Accrued compensated absences  | 205,902             | 171,081             |
| Other accrued expenses  | 7,373               | 25,800              |
| Total Current Liabilities   | <u>1,617,432</u>    | <u>1,149,137</u>    |
| <b>NET ASSETS</b>   |                     |                     |
| Unrestricted net assets - undesignated  | 2,230,417           | 2,388,940           |
| Unrestricted net assets - board designated  | 5,161,903           | 4,707,574           |
| Temporarily restricted  | 4,694               | 900                 |
| Total Net Assets  | <u>7,397,014</u>    | <u>7,097,414</u>    |
| <b>TOTAL LIABILITIES AND NET ASSETS</b>   | <u>\$ 9,014,446</u> | <u>\$ 8,246,551</u> |

See Independent Auditors' Report and Notes to Financial Statements.

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AREA AGENCY ON AGING OF WESTERN ARKANSAS, INC.  
STATEMENTS OF ACTIVITIES  
YEARS ENDED DECEMBER 31, 2017 AND 2016

|   | 2017              | 2016              |
|---|-------------------|-------------------|
| <b>UNRESTRICTED REVENUE AND SUPPORT</b>       |                   |                   |
| Fees for services                             | \$ 21,894,989     | \$ 18,438,157     |
| Federal awards                                | 1,961,880         | 1,635,100         |
| State awards                                  | 1,241,860         | 1,048,537         |
| Other income                                  | 264,477           | 180,756           |
| Gain on disposal of property and equipment    | 19,920            | 32,516            |
| <b>TOTAL UNRESTRICTED REVENUE AND SUPPORT</b> | <u>25,383,126</u> | <u>21,335,066</u> |
| <b>EXPENSES</b>                               |                   |                   |
| Advertising                                   | 123,849           | 71,157            |
| Automobile and truck expenses                 | 786,322           | 650,038           |
| Background checks                             | 28,535            | -                 |
| Bad debt expense                              | 319,845           | 312,839           |
| Computer expenses                             | 417,064           | 428,985           |
| Depreciation                                  | 800,984           | 993,814           |
| Employee benefits                             | 502,311           | 341,593           |
| Equipment rental                              | 147,299           | 138,484           |
| Gifts and flowers                             | 60,608            | 8,207             |
| Insurance                                     | 785,385           | 774,177           |
| Leased vehicles                               | 24,604            | -                 |
| Meals   | 34,972            | 34,153            |
| Office supplies expense                       | 50,576            | 56,601            |
| Other miscellaneous costs                     | 51,008            | 43,653            |
| Outside services                              | 43,209            | 78,779            |
| Payroll taxes                                 | 810,385           | 726,365           |
| Postage                                       | 63,469            | 16,090            |
| Professional services                         | 46,797            | 70,633            |
| Rent  | 69,100            | 56,402            |
| Repairs and maintenance                       | 732,906           | 572,784           |
| Salaries                                      | 10,366,731        | 9,184,136         |
| Supplies                                      | 224,693           | 194,726           |
| Subscriptions and applications                | 33,635            | 22,576            |
| Taxes and licenses                            | 77,750            | 39,322            |
| Therapy                                       | 802,913           | 463,769           |
| Training and meetings                         | 46,285            | 31,554            |
| Travel  | 127,516           | 83,760            |

See Independent Auditors' Report and Notes to Financial Statements.

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|  | 2017                | 2016                |
|--|---------------------|---------------------|
| <b>EXPENSES - CONTINUED</b>                                      |                     |                     |
| Utilities  | 566,033             | 528,272             |
| Other program costs  | 187,577             | 122,031             |
| Pass through to providers  | <u>6,754,959</u>    | <u>4,871,095</u>    |
| <b>TOTAL EXPENSES</b>  | <u>25,087,320</u>   | <u>20,915,995</u>   |
| <b>CHANGE IN UNRESTRICTED NET ASSETS</b>                         | <u>295,806</u>      | <u>419,071</u>      |
| <b>TEMPORARILY RESTRICTED NET ASSETS<br/>REVENUE AND SUPPORT</b> |                     |                     |
| Donations  | <u>3,794</u>        | <u>900</u>          |
| <b>CHANGE IN TEMPORARILY RESTRICTED NET ASSETS</b>               | <u>3,794</u>        | <u>900</u>          |
| <b>CHANGE IN NET ASSETS</b>                                      | 299,600             | 419,971             |
| <b>NET ASSETS, BEGINNING OF YEAR</b>                             | <u>7,097,414</u>    | <u>6,677,443</u>    |
| <b>NET ASSETS, END OF YEAR</b>                                   | <u>\$ 7,397,014</u> | <u>\$ 7,097,414</u> |

See Independent Auditors' Report and Notes to Financial Statements.

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AREA AGENCY ON AGING OF WESTERN ARKANSAS, INC.  
STATEMENTS OF CASH FLOWS  
YEARS ENDED DECEMBER 31, 2017 AND 2016

|   | 2017         | 2016         |
|---|--------------|--------------|
| <b>CASH FLOWS FROM OPERATING ACTIVITIES</b>   |              |              |
| Change in net assets  | \$ 299,600   | \$ 419,971   |
| Adjustments to reconcile change in net assets<br>to net cash from operating activities: |              |              |
| Depreciation  | 800,984      | 993,814      |
| Gain on disposal of property and equipment  | (19,920)     | (32,516)     |
| Noncash contributions and awards  | (179,196)    | (32,773)     |
| Change in:  |              |              |
| Accounts receivable   | (455,858)    | 198,014      |
| Prepaid expenses  | (6,704)      | 59,877       |
| Accounts payable  | 234,140      | 48,384       |
| Due to providers  | 95,673       | (25,902)     |
| Accrued payroll   | 68,229       | 93,516       |
| Accrued and withheld taxes payable  | 53,859       | 6,487        |
| Accrued compensated absences  | 34,821       | 14,917       |
| Other accrued expenses  | (18,427)     | 25,800       |
| Total adjustments   | 607,601      | 1,349,618    |
| Net Cash From Operating Activities  | 907,201      | 1,769,589    |
| <b>CASH FLOWS FROM INVESTING ACTIVITIES</b>   |              |              |
| Capital expenditures  | (529,540)    | (178,821)    |
| Change in certificates of deposit   | (2,030)      | (1,147)      |
| Proceeds from disposal of property and equipment  | 38,244       | 98,828       |
| Net Cash (Used For) Investing Activities  | (493,326)    | (81,140)     |
| <b>NET CHANGE IN CASH AND CASH EQUIVALENTS</b>  | 413,875      | 1,688,449    |
| <b>CASH AND CASH EQUIVALENTS,<br/>BEGINNING OF YEAR</b>                                 | 3,200,525    | 1,512,076    |
| <b>CASH AND CASH EQUIVALENTS, END OF YEAR</b>   | \$ 3,614,400 | \$ 3,200,525 |

See Independent Auditors' Report and Notes to Financial Statements.

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AREA AGENCY ON AGING OF WESTERN ARKANSAS, INC.  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2017 AND 2016

**NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

***Nature of Operations***

The Area Agency on Aging of Western Arkansas, Inc. (the Agency) is a not-for-profit entity organized for the purpose of developing an area plan on aging, designed to provide comprehensive and coordinated programs for the older persons, pursuant to the Older Americans Act of 1965, throughout the planning and service area consisting of Sebastian, Crawford, Franklin, Logan, Scott, and Polk counties in Arkansas; and to provide other related services and programs for the older persons and other eligible citizens not covered by the Older American Act of 1965 in all counties of Arkansas and Oklahoma.

Additional purposes of the Agency include developing a program for housing (apartments), home health and hospice care, health clinics, health transportation and in-home care services as an alternative to institutional care for the elderly, non-elderly adults, children, disabled, and disadvantaged persons in a planning and service area consisting of all counties in Arkansas.

***Basis of Accounting***

The Agency's policy is to prepare its financial statements on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America. Revenues, net of any sales tax, are recognized in the period in which they are earned. Expenses are recognized in the period in which they are incurred.

***Use of Estimates***

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

***Functional Allocation of Expenses***

The Agency allocates its expenses on a functional basis among its various programs and support services. Expenses that can be identified with a specific program and support service are allocated directly according to their natural expenditure classification. Other expenses that are common to several functions are allocated based on modified total direct costs for the activities during the year.

During the years ended December 31, 2017 and 2016, functional expenses were incurred for:

|                            | 2017                 | 2016                 |
|----------------------------|----------------------|----------------------|
| Program Services           | \$ 22,754,070        | \$ 18,778,946        |
| General and Administration | <u>2,333,250</u>     | <u>2,137,049</u>     |
|                            | <u>\$ 25,087,320</u> | <u>\$ 20,915,995</u> |





**AREA AGENCY ON AGING OF WESTERN ARKANSAS, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2017 AND 2016**

***Advertising***

The Agency follows the policy of charging advertising to expense as incurred.

***Contributions***

Gifts of cash and other assets are recorded as unrestricted, temporarily restricted, or permanently restricted net assets, depending on the absence or existence and nature of any donor restrictions. Contributions are presented as restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the Statements of Activities as net assets released from restrictions. Contributions that are restricted by the donor are reported as increases in unrestricted net assets if the restrictions expire in the fiscal year in which the contributions are recognized. See Note 9 related to temporarily restricted net assets. At December 31, 2017 and 2016, there were no permanently restricted net assets.

Gifts of land, buildings, and equipment are presented as unrestricted support unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as restricted support. Absent explicit donor stipulations about how long those long-lived assets must be maintained, the Agency reports expirations of donor restrictions when the donated or acquired long-lived assets are placed in service.

Contributed services which increase non-financial assets such as property or inventory, as well as services contributed by individuals with specialized skills which would have otherwise been purchased, are reported as unrestricted support. Other contributed services that enhance the Agency's programs, but are not so essential that they would otherwise be purchased, are not recorded as support for financial statement purposes.

***Cash and Cash Equivalents***

For purposes of the Statements of Cash Flows, the Agency considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents. At December 31, 2017 and 2016, the Agency had no cash equivalents.

***Accounts Receivable***

Credit extended to customers is generally uncollateralized. Past-due status is based on contractual terms. Past-due accounts are not charged interest. The Agency has provided an allowance for doubtful accounts as of December 31, 2017 and 2016. The allowance is based on management's estimate of the overall collectability of accounts receivable, considering historical losses, economic conditions, and knowledge of individual accounts. Based on these same factors, individual accounts are charged off against the allowance when management determines those individual accounts are uncollectible.



AREA AGENCY ON AGING OF WESTERN ARKANSAS, INC.  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2017 AND 2016

***Property and Equipment***

With the exception of donated assets, property and equipment is stated at cost. Depreciation of property and equipment is computed on the straight-line method over the estimated useful lives of the assets, which range from two to fifty years. Donated assets are recorded at fair market value on the date of donation.

All acquisitions of property and equipment in excess of \$5,000 with a useful life of one year or greater, and all expenditures for repairs, maintenance, renewals and betterments that materially prolong the useful lives of assets, are capitalized.

***Long-Lived Assets***

Financial Accounting Standards Board (FASB) Codification Topic *Property, Plant and Equipment*, Section *Subsequent Measurement* requires that long-lived assets and certain identifiable intangibles held and used by an entity be reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. The application of this Codification Topic has not materially affected the Agency's financial position, changes in net assets, or cash flows.

***Income Taxes and Uncertain Tax Positions***

The Agency qualifies as an organization exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code and a similar state statute and is not subject to tax at the entity level for Federal and state income tax purposes. The Agency accounts for uncertain tax positions in accordance with the provisions of FASB Codification Topic *Income Taxes*. FASB Codification Topic *Income Taxes* clarifies the accounting for uncertainty in income taxes and requires the Agency to recognize in their financial statements the impact of a tax position taken or expected to be taken in a tax return, if that position is more likely than not to be sustained under audit, based on the technical merits of the position. Management has assessed the tax positions of the Agency and determined that no positions exist that require adjustment or disclosure under the provisions of FASB Codification Topic *Income Taxes*.

The Agency files informational "Return of Organization Exempt from Income Tax" (Form 990) in the U.S. Federal jurisdiction and Arkansas.

***Reclassification***

Certain accounts in the prior year financial statements have been reclassified for comparative purposes to conform with the presentation in the current year financial statements.

***Subsequent Events***

Subsequent events are evaluated through the date the financial statements were available to be issued, which is the date of the Independent Auditors' Report.



**AREA AGENCY ON AGING OF WESTERN ARKANSAS, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2017 AND 2016**

***Recent Accounting Pronouncements***

In August 2016, the FASB issued Accounting Standards Update (ASU) No. 2016-14, Presentation of Financial Statements of Not-for-Profit Entities. The purpose of ASU No. 2016-14 is to amend existing financial reporting standards applicable to not for-profit entities to improve the usefulness, relevance and clarity of information presented in financial statements and to enhance the information presented in the notes thereto. This ASU, which becomes effective for fiscal years beginning after December 15, 2017, requires the following:

- Presentation of two classes of net assets – net assets with donor restrictions and net assets without donor restrictions.
- Elimination of the requirement to present a reconciliation of cash flows using the indirect method if the organization elects to use the direct method for purposes of preparing the statement of cash flows.
- Enhanced disclosures about governing board designations and other self-imposed limits on the use of resources, as well as the composition of net assets with donor restrictions at the end of the period and how those restrictions affect the use of resources.
- New disclosures containing qualitative information communicating how liquid resources are managed to meet cash needs for general expenditures within one year of the financial reporting date and quantitative information communicating the availability of resources to meet cash needs for general expenditures within one year of the financial reporting date.
- Presentation of expenses by natural and functional classification, either on the statement of activities, in a separate statement or in the notes to the financial statements.
- Reporting of underwater amounts of donor-restricted endowment funds in net assets with donor restrictions and enhanced disclosures about underwater endowments.
- Enhanced disclosures about the method(s) used to allocate costs among program and support functions.
- Reporting of investment return net of external and direct internal investment expenses.

While this ASU will significantly impact the presentation of the financial statements and the content of disclosures in the notes to the financial statements, it is not expected to have a material impact on the recording or measurement of amounts presented therein.

**NOTE 2: FINANCIAL INSTRUMENTS WITH RISK OF ACCOUNTING LOSS**

The Agency uses financial institutions in which it maintains cash balances, which at times may exceed Federally insured limits or are uncollateralized. The Agency has not experienced any losses in such accounts, and management believes it is not exposed to significant credit risk related to cash. The Agency had uninsured cash balances of approximately \$3,254,000 at December 31, 2017.



**AREA AGENCY ON AGING OF WESTERN ARKANSAS, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2017 AND 2016**

**NOTE 3: COMMITMENTS AND CONTINGENCIES**

The Agency was the recipient of various Federal and state awards, including Medical Assistance Program (Medicaid) arrangements. These award programs are subject to audit by the Federal or state governments or their representatives. Accordingly, the amount, if any, of expenditures which may be disallowed by the program representatives cannot be determined at this time, although the Agency expects such amounts, if any, to be immaterial.

The Agency was the recipient of vehicles from the Federal Transit Administration Elderly and Disabled Assistance Program passed through the Arkansas State Highway and Transportation Department (AHTD). The AHTD has a lien on each vehicle for the duration of the vehicle's useful life. At December 31, 2017 and 2016, the net book value of vehicles subject to these liens was approximately \$234,000 and \$121,000, respectively.

As a result of the ordinary course of business, the Agency is involved in various litigation as of December 31, 2017. The ultimate outcome of such litigation is uncertain. However, management and legal counsel are of the opinion that any resulting unfavorable outcomes would have a minimal adverse economic impact on the Agency.

**NOTE 4: CONCENTRATION OF CREDIT RISK AND FUNDING ARRANGEMENT**

The majority of the Agency's support is derived from Federal and state awards and Medicaid funding administered through contracts with the State of Arkansas or directly through the intermediary agency. Contracts with the Department of Human Services (DHS) are renegotiated annually. For the years ended December 31, 2017 and 2016, this support represented approximately 81% and 84%, respectively, of the Agency's total unrestricted revenue and support. The loss of these contracts would have an adverse effect on the Agency's ability to continue in existence.

**NOTE 5: DONATED SERVICES**

During the years ended December 31, 2017 and 2016, the Agency received a significant amount of donated program services provided by unpaid volunteers. Those donated services have not been reflected in the accompanying Statements of Activities, because they do not meet the criteria for recognition.



**AREA AGENCY ON AGING OF WESTERN ARKANSAS, INC.  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2017 AND 2016**

**NOTE 6: MEDICAL ASSISTANCE PROGRAM**

The Medical Assistance Program (Medicaid) arrangements between the State of Arkansas and the Agency are contracts for services that are not considered to be Federal awards.

**NOTE 7: NONCASH INVESTING AND FINANCING ACTIVITIES**

During the years ended December 31, 2017 and 2016, the Agency capitalized the following in property and equipment:

|                            | 2017              | 2016              |
|----------------------------|-------------------|-------------------|
| Cash paid                  | \$ 529,540        | \$ 178,821        |
| Noncash donations received | <u>179,196</u>    | <u>32,773</u>     |
|                            | <u>\$ 708,736</u> | <u>\$ 211,594</u> |

**NOTE 8: LINE OF CREDIT**

During the years ended December 31, 2017 and 2016, the Agency had a line of credit up to \$1,000,000 with a commercial bank. The line of credit bears interest at a rate of 5.25% and comes due for payment or renegotiation on August 11, 2018. At December 31, 2017 and 2016, the Agency had no outstanding borrowings associated with this line of credit. The line of credit is collateralized by cash deposits and accounts receivable.

**NOTE 9: TEMPORARILY RESTRICTED NET ASSETS**

As of December 31, 2017 and 2016, the Agency had temporarily restricted net assets of \$4,694 and \$900, respectively, consisting of funds donated for the Sister Pierre Vorster Scholarship fund, to be used to help aides pursue nursing certifications.

**NOTE 10: EMPLOYEE BENEFIT PLANS**

All employees who work more than 1,000 hours per year participate in a tax deferred annuity retirement program after 12 months of continuous employment. The Agency will contribute to the plan for each eligible employee as follows:

|                             |           |
|-----------------------------|-----------|
| 1 - 8 years of service      | 1 percent |
| 9 - 12 years of service     | 2 percent |
| 13 - 16 years of service    | 4 percent |
| 17 - 20 years of service    | 6 percent |
| 21 or more years of service | 8 percent |

The employer contribution for eligible highly compensated employees will not exceed 2% above the average contribution for all employees. The employer will own the employer portion of the contribution until the employee becomes vested after three years of service. Employees may contribute to plan up to the maximum amount allowed by law.



**AREA AGENCY ON AGING OF WESTERN ARKANSAS, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2017 AND 2016**

The Agency also maintains a Deferred Compensation Supplemental Executive Retirement Plan for highly compensated employees.

The total amount contributed by the Agency to both plans for the years ended December 31, 2017 and 2016 was \$96,794 and \$79,426, respectively.

**NOTE 11: DESIGNATED NET ASSETS**

As of December 31, 2017 and 2016, the Agency's Board of Directors has designated the following unrestricted net assets:

|   | 2017                | 2016                |
|---|---------------------|---------------------|
| Accrued compensated absences                    | \$ 205,902          | \$ 171,081          |
| Unemployment taxes                              | 33,004              | 33,006              |
| Computer equipment and software                 | 395,837             | 395,837             |
| Corporate vehicle repairs and replacements      | 50,000              | 50,000              |
| Nursing vehicle repairs and replacements        | 75,000              | 75,000              |
| Transportation vehicle repairs and replacements | 1,000,000           | 1,000,000           |
| New transportation vehicle audio/video system   | 19,510              | 600,000             |
| Merit salary increase                           | -                   | 261,000             |
| Bonus program                                   | 121,650             | 121,650             |
| Operating reserve                               | <u>3,261,000</u>    | <u>2,000,000</u>    |
|   | <u>\$ 5,161,903</u> | <u>\$ 4,707,574</u> |



**SUPPLEMENTARY INFORMATION**



AREA AGENCY ON AGING OF WESTERN ARKANSAS, INC.  
 SCHEDULE OF PROGRAM ACTIVITY  
 YEAR ENDED DECEMBER 31, 2017

|   | WALDRON<br>APARTMENTS | TRANS-<br>PORTATION | WTR<br>TRANS-<br>PORTATION | PERS<br>MONITORING | TARGETED<br>CASE<br>MANAGEMENT | COUNSELING<br>& SUPPORT<br>MGMT. | AR<br>CHOICES     | GOVERNMENTAL<br>GRANTS |
|---|-----------------------|---------------------|----------------------------|--------------------|--------------------------------|----------------------------------|-------------------|------------------------|
| <b>REVENUE AND SUPPORT</b>  |                       |                     |                            |                    |                                |                                  |                   |                        |
| Fees for services   | \$ -                  | \$ 12,753,495       | \$ 17,502                  | \$ 78,762          | \$ 59,635                      | \$ 77                            | \$ 2,628,196      | \$ -                   |
| Federal awards  | -                     | -                   | 91,966                     | -                  | -                              | -                                | -                 | 1,869,914              |
| State awards  | -                     | -                   | -                          | -                  | -                              | -                                | -                 | 1,241,850              |
| Other income  | 38,827                | 41,712              | 27,968                     | -                  | 75                             | 62                               | 603               | 4,272                  |
| Gain on disposal of assets  | -                     | 8,918               | -                          | -                  | -                              | -                                | -                 | -                      |
| <b>TOTAL REVENUE AND SUPPORT</b>                                    | <b>38,827</b>         | <b>12,804,125</b>   | <b>137,436</b>             | <b>78,762</b>      | <b>59,710</b>                  | <b>139</b>                       | <b>2,628,799</b>  | <b>3,116,046</b>       |
| <b>DIRECT COSTS</b>   |                       |                     |                            |                    |                                |                                  |                   |                        |
| Advertising   | -                     | 40,136              | 5,621                      | 467                | 181                            | 701                              | 13,311            | 2,700                  |
| Automobile and truck expenses                                       | -                     | 734,479             | 19,366                     | 209                | 75                             | 310                              | 5,755             | 3,428                  |
| Background checks   | -                     | 10,730              | 255                        | 86                 | 31                             | 122                              | 2,181             | 35                     |
| Bad debt expense  | -                     | -                   | -                          | -                  | -                              | -                                | -                 | -                      |
| Computer expenses   | -                     | 92,762              | -                          | 1,300              | 489                            | 1,794                            | 33,359            | 15,581                 |
| Depreciation  | 21,969                | 616,165             | 35,394                     | -                  | -                              | -                                | -                 | 13,261                 |
| Employee benefits   | 222                   | 111,356             | 8,315                      | 4,624              | 9,726                          | 246                              | 70,783            | 36,847                 |
| Equipment rental  | -                     | 18,063              | -                          | 485                | 181                            | 648                              | 12,967            | 1,624                  |
| Gifts and flowers   | -                     | 120                 | -                          | 15                 | 4                              | 23                               | 363               | -                      |
| Insurance   | 3,345                 | 414,277             | 22,253                     | -                  | -                              | -                                | -                 | 6,712                  |
| Leased vehicles   | -                     | -                   | -                          | 214                | 81                             | 286                              | 6,031             | -                      |
| Meals   | -                     | 1,291               | -                          | 105                | 281                            | 160                              | 3,267             | 231                    |
| Office supplies expense   | -                     | 17,466              | -                          | 155                | 53                             | 210                              | 4,012             | 218                    |
| Other miscellaneous costs   | 100                   | 33,222              | -                          | 3                  | 1                              | 3                                | 47                | -                      |
| Outside services  | 4,657                 | 3,651               | -                          | 88                 | 32                             | 131                              | 1,918             | -                      |
| Payroll taxes   | 1,724                 | 257,087             | 33,751                     | 2,512              | 10,258                         | 179                              | 119,736           | 37,179                 |
| Postage   | -                     | 48,719              | -                          | 56                 | 21                             | 77                               | 1,377             | 48                     |
| Professional services   | -                     | -                   | -                          | -                  | -                              | -                                | -                 | 3,309                  |
| Rent  | -                     | 36,600              | -                          | 237                | 103                            | 273                              | 7,778             | 4,200                  |
| Repairs and maintenance   | 4,758                 | 616,461             | 3,080                      | 510                | 191                            | 749                              | 15,762            | 455                    |
| Salaries  | 19,859                | 3,411,788           | 91,472                     | 34,056             | 139,936                        | 2,299                            | 1,582,798         | 492,846                |
| Supplies  | -                     | 20,155              | 170                        | 170                | 63                             | 239                              | 4,616             | 2,554                  |
| Subscriptions and applications                                      | -                     | 5,427               | 1,449                      | 22                 | 2                              | 19                               | 353               | -                      |
| Taxes and licenses  | -                     | 54,800              | 678                        | 30                 | 11                             | 46                               | 898               | -                      |
| Therapy   | -                     | -                   | -                          | -                  | -                              | -                                | -                 | -                      |
| Training and meetings   | -                     | 13,519              | -                          | 70                 | 28                             | 92                               | 2,010             | 6,565                  |
| Travel  | 269                   | 14,074              | 412                        | 107                | 161                            | 213                              | 9,401             | 4,730                  |
| Utilities   | 8,378                 | 166,716             | 5,056                      | 2,302              | 850                            | 3,293                            | 62,681            | 9,191                  |
| Other program costs   | -                     | 36,570              | -                          | 38,425             | 748                            | -                                | 1,549             | 11,783                 |
| Pass through to providers   | -                     | 4,668,705           | -                          | -                  | -                              | -                                | -                 | 2,086,254              |
| <b>TOTAL DIRECT COSTS</b>   | <b>65,281</b>         | <b>11,444,349</b>   | <b>227,292</b>             | <b>86,278</b>      | <b>163,507</b>                 | <b>12,113</b>                    | <b>1,962,983</b>  | <b>2,739,751</b>       |
| <b>CHANGE IN NET ASSETS BEFORE<br/>ALLOCATION OF INDIRECT COSTS</b> | <b>(26,454)</b>       | <b>1,359,776</b>    | <b>(89,856)</b>            | <b>(7,516)</b>     | <b>(103,797)</b>               | <b>(11,974)</b>                  | <b>665,816</b>    | <b>376,295</b>         |
| <b>INDIRECT COST ALLOCATION</b>                                     | <b>5,675</b>          | <b>807,041</b>      | <b>25,143</b>              | <b>11,305</b>      | <b>21,424</b>                  | <b>1,588</b>                     | <b>257,198</b>    | <b>131,308</b>         |
| <b>CHANGE IN NET ASSETS</b>   | <b>\$ (32,129)</b>    | <b>\$ 552,735</b>   | <b>\$ (114,999)</b>        | <b>\$ (18,821)</b> | <b>\$ (125,221)</b>            | <b>\$ (13,562)</b>               | <b>\$ 408,618</b> | <b>\$ 244,987</b>      |

See Independent Auditors' Report.





AREA AGENCY ON AGING OF WESTERN ARKANSAS, INC.  
 SCHEDULE OF PROGRAM ACTIVITY - CONTINUED  
 YEAR ENDED DECEMBER 31, 2017

|   | IN HOME           |                  | PERSONAL            | PRIVATE           | SKILLED             | TOTAL             | MGMT. &             | TOTAL             |
|---|-------------------|------------------|---------------------|-------------------|---------------------|-------------------|---------------------|-------------------|
|   | HOSPICE           | ASSITANCE        | CARE                | SERVICES          | CARE                | PROGRAM SERVICES  | GENERAL             |                   |
| <b>REVENUE AND SUPPORT</b>                                      |                   |                  |                     |                   |                     |                   |                     |                   |
| Fees for services   | \$ 710,005        | \$ 108,300       | \$ 914,976          | \$ 564,896        | \$ 4,059,145        | \$ 21,894,989     | \$ -                | \$ 21,894,989     |
| Federal awards  | -                 | -                | -                   | -                 | -                   | 1,861,880         | -                   | 1,861,880         |
| State awards  | -                 | -                | -                   | -                 | -                   | 1,241,860         | -                   | 1,241,860         |
| Other income  | 2,111             | -                | 14,097              | 30                | 21,952              | 151,709           | 116,562             | 286,271           |
| Gain on disposal of assets                                      | -                 | -                | -                   | -                 | -                   | 6,918             | 11,002              | 19,920            |
| <b>TOTAL REVENUE AND SUPPORT</b>                                | <b>712,116</b>    | <b>108,300</b>   | <b>929,073</b>      | <b>564,926</b>    | <b>4,081,097</b>    | <b>25,259,356</b> | <b>127,564</b>      | <b>25,386,920</b> |
| <b>DIRECT COSTS</b>   |                   |                  |                     |                   |                     |                   |                     |                   |
| Advertising   | 2,113             | -                | 11,618              | 1,645             | 23,898              | 102,399           | 21,460              | 123,849           |
| Automobile and truck expenses                                   | 869               | -                | 4,857               | 588               | 8,810               | 778,976           | 7,346               | 785,322           |
| Background checks   | 381               | -                | 1,911               | 177               | 3,332               | 19,251            | 9,284               | 28,535            |
| Bad debt expense  | -                 | -                | -                   | -                 | 128,450             | 128,450           | 191,395             | 319,845           |
| Computer expenses   | 5,251             | -                | 28,155              | 4,069             | 63,053              | 245,813           | 171,251             | 417,064           |
| Depreciation  | -                 | -                | -                   | -                 | -                   | 686,789           | 114,195             | 800,984           |
| Employee benefits   | 7,211             | 725              | 59,712              | 15,224            | 134,822             | 459,613           | 42,698              | 502,311           |
| Equipment rental  | 22,693            | -                | 11,406              | 2,426             | 25,959              | 96,452            | 50,847              | 147,299           |
| Gifts and flowers   | 123               | -                | 362                 | 121               | 1,261               | 2,412             | 58,196              | 60,608            |
| Insurance   | -                 | -                | -                   | -                 | 12,829              | 459,216           | 326,169             | 785,395           |
| Leased vehicles   | 641               | -                | 5,071               | 772               | 9,401               | 22,497            | 2,107               | 24,604            |
| Meals   | 179               | -                | 2,904               | 236               | 5,067               | 13,721            | 21,251              | 34,972            |
| Office supplies expense   | 706               | -                | 3,510               | 1,087             | 9,695               | 37,112            | 13,464              | 50,576            |
| Other miscellaneous costs                                       | 1,623             | -                | 35                  | -                 | 175                 | 35,209            | 15,799              | 51,008            |
| Outside services  | 701               | -                | 1,851               | 226               | 14,982              | 28,247            | 14,962              | 43,209            |
| Payroll taxes   | 19,582            | 1,727            | 74,253              | 19,560            | 168,765             | 746,313           | 64,072              | 810,385           |
| Postage   | 272               | -                | 1,152               | 131               | 2,509               | 54,352            | 9,107               | 63,469            |
| Professional services   | -                 | -                | -                   | -                 | -                   | 3,309             | 43,488              | 46,797            |
| Rent  | 904               | -                | 5,553               | 1,900             | 15,752              | 73,300            | (4,200)             | 69,100            |
| Repairs and maintenance   | 2,090             | 1,950            | 13,959              | 2,187             | 20,476              | 682,628           | 50,278              | 732,906           |
| Salaries  | 272,349           | 22,992           | 884,538             | 269,519           | 2,288,262           | 9,512,714         | 854,017             | 10,366,731        |
| Supplies  | 50,004            | -                | 4,113               | 695               | 112,543             | 195,322           | 29,371              | 224,693           |
| Subscriptions and applications                                  | 754               | -                | 317                 | 1,201             | 11,009              | 20,553            | 13,082              | 33,635            |
| Taxes and licenses  | 2,041             | -                | 984                 | 121               | 6,713               | 66,322            | 11,428              | 77,750            |
| Therapy   | -                 | -                | -                   | -                 | 802,913             | 802,913           | -                   | 802,913           |
| Training and meetings   | 209               | -                | 1,707               | 779               | 5,604               | 30,583            | 15,702              | 46,285            |
| Travel  | 23,923            | -                | 20,736              | 452               | 45,890              | 120,368           | 7,148               | 127,516           |
| Utilities   | 9,284             | -                | 54,291              | 7,646             | 107,014             | 436,702           | 129,331             | 566,033           |
| Other program costs   | 3,293             | 42,956           | 2,098               | 6                 | 147                 | 137,575           | 50,002              | 187,577           |
| Pass through to providers                                       | -                 | -                | -                   | -                 | -                   | 6,754,959         | -                   | 6,754,959         |
| <b>TOTAL DIRECT COSTS</b>                                       | <b>427,196</b>    | <b>70,350</b>    | <b>1,195,191</b>    | <b>330,878</b>    | <b>4,028,901</b>    | <b>22,754,070</b> | <b>2,333,250</b>    | <b>25,087,320</b> |
| <b>CHANGE IN NET ASSETS BEFORE ALLOCATION OF INDIRECT COSTS</b> | <b>284,920</b>    | <b>37,950</b>    | <b>(266,118)</b>    | <b>234,048</b>    | <b>52,196</b>       | <b>2,505,286</b>  | <b>(2,205,686)</b>  | <b>299,600</b>    |
| <b>INDIRECT COST ALLOCATION</b>                                 | <b>55,973</b>     | <b>-</b>         | <b>156,599</b>      | <b>43,353</b>     | <b>511,053</b>      | <b>2,027,660</b>  | <b>(2,027,660)</b>  | <b>-</b>          |
| <b>CHANGE IN NET ASSETS</b>                                     | <b>\$ 228,947</b> | <b>\$ 37,950</b> | <b>\$ (422,717)</b> | <b>\$ 190,695</b> | <b>\$ (458,857)</b> | <b>\$ 477,626</b> | <b>\$ (178,026)</b> | <b>\$ 299,600</b> |

See Independent Auditors' Report.



**AREA AGENCY ON AGING OF WESTERN ARKANSAS, INC.  
SCHEDULE OF PROGRAM RESULTS  
YEAR ENDED DECEMBER 31, 2017**

**INDIRECT COSTS AS A PERCENT OF REVENUE**

|   |                  |
|---|------------------|
| Total Revenue and Support for the year ended December 31, 2017                          | \$25,386,920     |
| Indirect costs incurred during the year ended December 31, 2017                         | <u>2,027,660</u> |
| Indirect costs as a percent of revenue and support for the year ended December 31, 2017 | <u>7.99%</u>     |

**NUTRITION SERVICES INCENTIVE PROGRAM (NSIP) DATA**

|  | HOME<br>DELIVERED<br>MEALS | CONGREGATED<br>MEALS | TOTAL            |
|--|----------------------------|----------------------|------------------|
| Meals provided by the Agency from July 1, 2016 to June 30, 2017  | 391,725                    | 189,443              | 581,168          |
| Total meals claimed statewide under NSIP award passed through Arkansas Department of Human Services from July 1, 2016 to June 30, 2017 | <u>2,074,733</u>           | <u>1,288,620</u>     | <u>3,363,353</u> |
| Percent of total NSIP meals claimed statewide that were provided by the Agency   | <u>18.9%</u>               | <u>14.7%</u>         | <u>17.3%</u>     |

**FEDERAL AWARD TITLE III, PART B AND PART C DATA**

|  | TITLE III<br>PART B | TITLE III<br>PART C | TOTAL            |
|--|---------------------|---------------------|------------------|
| Total amount allocated to the Agency for the grant period from July 1, 2017 to June 30, 2018       | \$ 283,682          | \$ 553,484          | \$ 837,166       |
| Total amount allocated statewide for the grant period from July 1, 2017 to June 30, 2018           | <u>3,087,950</u>    | <u>6,024,813</u>    | <u>9,112,763</u> |
| Percent of total Title III, Part B and Part C available statewide that was allocated to the Agency | <u>9.2%</u>         | <u>9.2%</u>         | <u>9.2%</u>      |

**SUBCONTRACTS WITH PROVIDERS**

The Area Agency on Aging of Western Arkansas, Inc. is the recipient of various Federal and State awards, the majority of which are received from or passed through the Arkansas Department of Human Services. The largest Federal award is the Aging Cluster, that includes moneys funded by Title III, Part B; Title III Part C, and NSIP. The Agency uses the majority of this funding to subcontract with eight Senior Center Provider Agencies to provide meals, transportation, and social services for the elderly.

While the Agency provided 17.3% of the NSIP meals in the State of Arkansas, the Agency was allocated 9.2% of the combined funds available for Title III Part B and Part C awards passed through the Arkansas Department of Human Services for the grant period from July 1, 2017 through June 30, 2018.

See Independent Auditors' Report.



AREA AGENCY ON AGING OF WESTERN ARKANSAS, INC.  
SCHEDULE OF UNITS OF SERVICE PROVIDED  
YEAR ENDED DECEMBER 31, 2017

| <b>SOCIAL SERVICES BLOCK GRANT:</b>           | HOME          | SOCIAL        | CONGREGATED   | TRANS-PORTATION | TOTAL          |
|---|---------------|---------------|---------------|-----------------|----------------|
|   | DELIVERED     | SERVICES      |               |                 |                |
|   | MEALS         | W/O MEALS     | MEALS         |                 | UNITS          |
| Booneville Logan County Senior Citizens, Inc. | 2,971         | 775           | 831           | 20              | 4,597          |
| Cossatot Polk County Senior Citizens, Inc.    | 1,227         | 312           | 316           | 305             | 2,160          |
| Crawford County Senior Citizens, Inc.         | 10,615        | 2,577         | 2,595         | 2,199           | 17,986         |
| Franklin County Senior Citizens, Inc.         | 2,304         | 228           | 749           | 1               | 3,282          |
| Mena/Polk County Senior Citizens, Inc.        | 2,107         | 293           | 308           | 685             | 3,393          |
| Paris Logan County Senior Citizens, Inc.      | 546           | 381           | 548           | 132             | 1,607          |
| Scott County Senior Citizens, Inc.            | 4,090         | 274           | 274           | 459             | 5,097          |
| Sebastian Retired Citizens Association, Inc.  | 34,266        | 13,362        | 22,143        | 2,020           | 71,791         |
| <b>TOTAL SOCIAL SERVICES BLOCK GRANT</b>      | <b>58,126</b> | <b>18,202</b> | <b>27,764</b> | <b>5,821</b>    | <b>109,913</b> |

| <b>NSIP AND ELDERCHOICES:</b>                 | HOME           | CONGREGATED    | NSIP           | ELDER-        | TOTAL          |
|---|----------------|----------------|----------------|---------------|----------------|
|   | DELIVERED      | MEALS          | TOTAL          | CHOICES       |                |
|   | MEALS          | MEALS          |                | MEALS         | UNITS          |
| Booneville Logan County Senior Citizens, Inc. | 14,856         | 10,443         | 25,299         | 6,779         | 32,078         |
| Cossatot Polk County Senior Citizens, Inc.    | 15,752         | 6,178          | 21,930         | 1,742         | 23,672         |
| Crawford County Senior Citizens, Inc.         | 121,285        | 41,581         | 162,866        | 16,890        | 179,756        |
| Franklin County Senior Citizens, Inc.         | 29,557         | 18,812         | 48,369         | 4,891         | 53,260         |
| Mena/Polk County Senior Citizens, Inc.        | 32,377         | 20,034         | 52,411         | 4,031         | 56,442         |
| Paris Logan County Senior Citizens, Inc.      | 10,620         | 7,171          | 17,791         | 5,445         | 23,236         |
| Scott County Senior Citizens, Inc.            | 32,691         | 10,948         | 43,639         | 8,685         | 52,324         |
| Sebastian Retired Citizens Association, Inc.  | 139,375        | 75,354         | 214,729        | 39,992        | 254,721        |
| <b>TOTAL NSIP AND ELDERCHOICES</b>            | <b>396,513</b> | <b>190,521</b> | <b>587,034</b> | <b>88,455</b> | <b>675,489</b> |

See Independent Auditors' Report.  
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**AREA AGENCY ON AGING OF WESTERN ARKANSAS, INC.  
SCHEDULE OF STATISTICS BASED ON MEALS SERVED  
YEAR ENDED DECEMBER 31, 2017**

| <u>PROVIDER</u>                               | <u>RAW FOOD COST</u> | <u>TOTAL COST PER MEAL WITHOUT DEPRECIATION</u> | <u>TOTAL COST PER MEAL WITH DEPRECIATION</u> |
|---|----------------------|---|--|
|   | <u>PER MEAL</u>      | <u>PER MEAL</u>                                 | <u>PER MEAL</u>                              |
| Booneville Logan County Senior Citizens, Inc. | \$ 1.42              | \$ 5.61   | \$ 5.75                                      |
| Cossatot Polk County Senior Citizens, Inc.    | 1.67                 | 6.21  | 6.48   |
| Crawford County Senior Citizens, Inc.         | 0.97                 | 3.97  | 4.10   |
| Franklin County Senior Citizens, Inc.         | 2.07                 | 6.37  | 6.64   |
| Mena/Polk County Senior Citizens, Inc.        | 1.38                 | 4.53  | 4.66   |
| Paris Logan County Senior Citizens, Inc.      | 1.77                 | 6.02  | 6.41   |
| Scott County Senior Citizens, Inc.            | 1.24                 | 4.23  | 4.56   |
| Sebastian Retired Citizens Association, Inc.  | 1.68                 | 5.86  | 5.96   |

These calculations were computed for each location based on data per location. The raw food cost per meal is calculated by dividing total meals into the total raw food cost. The total food cost per meal without depreciation is calculated by taking total meals and dividing them into total expenses, exclusive of depreciation. Whereas, total food cost per meal with depreciation is calculated by dividing total expenses, including depreciation expense, by the total number of meals.

| <u>PROVIDER</u> | <u>RAW FOOD COST</u> | <u>TOTAL COST PER MEAL WITHOUT DEPRECIATION</u> | <u>TOTAL COST PER MEAL WITH DEPRECIATION</u> |
|-----------------|----------------------|---|--|
|                 | <u>PER MEAL</u>      | <u>PER MEAL</u>                                 | <u>PER MEAL</u>                              |
| Region VIII     | \$ 1.45              | \$ 5.17   | \$ 5.33                                      |

The calculations for the region were arrived at using the same method as the previous table except on a regional basis instead of a per location basis. Therefore, the total meals, expenses without depreciation, and expenses with depreciation for each location were summed to arrive at a total for the region and then the calculation was performed to arrive at the regional amounts.

See Independent Auditors' Report.

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**AREA AGENCY ON AGING OF WESTERN ARKANSAS, INC.  
SCHEDULE OF EXPENDITURES OF FEDERAL AND STATE AWARDS  
YEAR ENDED DECEMBER 31, 2017**

| Grantor/Program Title  | Federal<br>CFDA<br>Number | Revenue            | Expenditures        | Expenditures<br>to Sub-<br>recipients |
|--|---------------------------|--------------------|---------------------|---------------------------------------|
| <b>Federal Awards</b>  |                           |                    |                     |                                       |
| U.S. Department of Health & Human Services                   |                           |                    |                     |                                       |
| Passed through Arkansas Department of Human Services         |                           |                    |                     |                                       |
| Special Programs for the Aging - Title VII -                 |                           |                    |                     |                                       |
| Long Term Ombudsman Services for Older Individuals           | 93.042                    | \$ 6,844           | \$ 6,844            | \$ -                                  |
| Special Programs for the Aging - Title III, Part D - Disease |                           |                    |                     |                                       |
| Prevention and Health Promotion Services                     | 93.043                    | 14,869             | 14,869              | -                                     |
| Aging Cluster  |                           |                    |                     |                                       |
| Special Programs for the Aging - Title III, Part B - Grants  |                           |                    |                     |                                       |
| for the Supportive Services and Senior Centers               | 93.044                    | 278,731            | 278,731             | 192,266                               |
| Special Programs for the Aging - Title III, Part C -         |                           |                    |                     |                                       |
| Nutrition Services   | 93.045                    | 549,777            | 549,777             | 496,030                               |
| Nutrition Services Incentive Program (NSIP)                  | 93.053                    | 495,796            | 495,796             | 492,487                               |
| Total Aging Cluster  |                           | 1,324,304          | 1,324,304           | 1,180,783                             |
| National Family Caregiver Support - Title III, Part E        | 93.052                    | 125,146            | 125,146             | 104,100                               |
| Medicare Improvements for Patients and Providers             | 93.518                    | 8,100              | 8,100               | -                                     |
| Social Services Block Grant                                  | 93.667                    | 211,455            | 211,455             | 193,402                               |
| <b>Total U.S. Department of Health &amp; Human Services</b>  |                           | <b>1,690,718</b>   | <b>1,690,718</b>    | <b>1,478,285</b>                      |
| U.S. Department of Transportation                            |                           |                    |                     |                                       |
| Passed through Arkansas Highway and                          |                           |                    |                     |                                       |
| Transportation Department                                    |                           |                    |                     |                                       |
| Formula Grants for Rural Areas (Section 5311)                | 20.509                    | 91,966             | 91,966              | -                                     |
| Enhanced Mobility of Seniors and Individuals with            |                           |                    |                     |                                       |
| Disabilities (Section 5310)                                  | 20.513                    | 179,196            | 179,196             | -                                     |
| <b>Total U.S. Department of Transportation</b>               |                           | <b>271,162</b>     | <b>271,162</b>      | <b>-</b>                              |
| <b>Total Federal Awards</b>                                  |                           | <b>\$1,961,880</b> | <b>\$ 1,961,880</b> | <b>\$1,478,285</b>                    |
| <b>State Assistance</b>                                      |                           |                    |                     |                                       |
| Arkansas Department of Human Services                        |                           |                    |                     |                                       |
| DAAS - Transportation for the Elderly / Meals on             |                           |                    |                     |                                       |
| Wheels a.k.a. Cigarette tax                                  |                           | \$ 173,321         | \$ 173,321          | \$ 168,486                            |
| State Aging Services   |                           | 463,167            | 463,167             | -                                     |
| Senior Citizens Center Grants                                |                           | 455,257            | 455,257             | 419,597                               |
| State Older Worker Program                                   |                           | 97,461             | 97,461              | -                                     |
| "In God We Trust" License Plate Revenues                     |                           | 19,886             | 19,886              | 19,886                                |
| <b>Total Arkansas Department of Human Services</b>           |                           | <b>1,209,092</b>   | <b>1,209,092</b>    | <b>607,969</b>                        |
| Arkansas Insurance Department                                |                           |                    |                     |                                       |
| Senior Health Insurance Information Program (SHIIP)          |                           | 32,768             | 32,768              | -                                     |
| <b>Total State Awards</b>                                    |                           | <b>\$1,241,860</b> | <b>\$ 1,241,860</b> | <b>\$ 607,969</b>                     |
| <b>Total Federal and State Awards</b>                        |                           | <b>\$3,203,740</b> | <b>\$ 3,203,740</b> | <b>\$2,086,254</b>                    |

See Independent Auditors' Report.



**AREA AGENCY ON AGING OF WESTERN ARKANSAS, INC.**  
**SCHEDULE OF EXPENDITURES OF FEDERAL AND STATE AWARDS - CONTINUED**  
**YEAR ENDED DECEMBER 31, 2017**

**NOTE 1:**

The accompanying Schedule of Expenditures of Federal and State Awards includes the Federal award activity of **Area Agency on Aging of Western Arkansas, Inc.** under programs of the federal government for the year ended December 31, 2017. The information in this schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the schedule presents only a selected portion of the operations of **Area Agency on Aging of Western Arkansas, Inc.**, it is not intended to and does not present the financial position, changes in net assets, or cash flows of **Area Agency on Aging of Western Arkansas, Inc.**

**NOTE 2:**

Expenditures reported on the schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. **Area Agency on Aging of Western Arkansas, Inc.** has elected not to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

**NOTE 3:**

Medicaid revenue amounted to \$17,351,733 during the year ended December 31, 2017.

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**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER  
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS  
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN  
ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

Board of Directors  
**Area Agency on Aging of Western Arkansas, Inc.**  
Fort Smith, Arkansas

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of **Area Agency on Aging of Western Arkansas, Inc.** (a nonprofit organization), which comprise the statement of financial position as of December 31, 2017, and the related statements of activities and cash flows for the year then ended, and the related notes to the financial statements and have issued our report thereon dated May 1, 2018.

**Internal Control over Financial Reporting**

In planning and performing our audit of the financial statements, we considered **Area Agency on Aging of Western Arkansas, Inc.**'s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Agency's internal control. Accordingly, we do not express an opinion on the effectiveness of the Agency's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Agency's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.



Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

#### **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether **Area Agency on Aging of Western Arkansas, Inc.'s** financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

#### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Agency's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Agency's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Beall Barclay & Company, PLC*

**BEALL BARCLAY & COMPANY, PLC**  
Certified Public Accountants

Fort Smith, Arkansas  
May 1, 2018





INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR  
EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER  
COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

Board of Directors  
Area Agency on Aging of Western Arkansas, Inc.  
Fort Smith, Arkansas

**Report on Compliance for Each Major Federal Program**

We have audited **Area Agency on Aging of Western Arkansas, Inc.'s** (a nonprofit organization) compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on the Agency's major Federal program for the year ended December 31, 2017. The Agency's major Federal program is identified in the summary of independent auditors' results section of the accompanying schedule of findings and questioned costs.

***Management's Responsibility***

Management is responsible for compliance with the Federal statutes, regulations, and the terms and conditions of its Federal awards applicable to its Federal programs.

***Auditors' Responsibility***

Our responsibility is to express an opinion on compliance for **Area Agency on Aging of Western Arkansas, Inc.'s** major Federal program based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on the major Federal program occurred. An audit includes examining, on a test basis, evidence about the Agency's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.



We believe that our audit provides a reasonable basis for our opinion on compliance for each major Federal program. However, our audit does not provide a legal determination of the Agency's compliance.

***Opinion on Each Major Federal Program***

In our opinion, **Area Agency on Aging of Western Arkansas, Inc.** complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its major Federal program for the year ended December 31, 2017.

**Report on Internal Control Over Compliance**

Management of **Area Agency on Aging of Western Arkansas, Inc.** is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the Agency's internal control over compliance with the types of requirements that could have a direct and material effect on the major Federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for the major Federal program and to test and report on internal control over compliance in accordance with Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Agency's internal control over compliance.

*A deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a Federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a Federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a Federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.



**Purpose of this Report**

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

*Beall Barclay & Company, PLC*

**BEALL BARCLAY & COMPANY, PLC**  
Certified Public Accountants

Fort Smith, Arkansas  
May 1, 2018



AREA AGENCY ON AGING OF WESTERN ARKANSAS, INC.  
SCHEDULE OF FINDINGS AND QUESTIONED COSTS  
YEAR ENDED DECEMBER 31, 2017

I. SUMMARY OF INDEPENDENT AUDITORS' RESULTS

1. The opinions expressed in the independent auditors' report were:

- Unmodified     Qualified     Adverse     Disclaimer

2. The independent auditors' report on internal control over financial reporting disclosed:

- Significant deficiency(ies)?                       Yes             None reported  
Material weakness(es)?                               Yes             No

3. Noncompliance considered material to the financial statements was disclosed by the audit?     Yes             No

4. The report on internal control over compliance required by the Uniform Guidance disclosed:

- Significant deficiency(ies)?                       Yes             None reported  
Material weakness(es)?                               Yes             No

5. The opinions expressed in the report on compliance for each major program required by the Uniform Guidance were:

- Unmodified     Qualified     Adverse     Disclaimer

6. The audit disclosed findings required to be reported by the Uniform Guidance?     Yes             No

7. The Agency's major program was:

| Cluster/Program | CFDA Number            |
|-----------------|------------------------|
| Aging Cluster   | 93.044, 93.045, 93.053 |

8. The threshold used to distinguish between Type A and Type B programs as those terms are defined in the Uniform Guidance was \$750,000.

9. The Agency qualified as a low-risk auditee as that term is defined in the Uniform Guidance?     Yes             No



**AREA AGENCY ON AGING OF WESTERN ARKANSAS, INC.  
SCHEDULE OF FINDINGS AND QUESTIONED COSTS  
YEAR ENDED DECEMBER 31, 2017**

**SECTION II. FINDINGS RELATING TO THE FINANCIAL STATEMENT AUDIT AS  
REQUIRED TO BE REPORTED IN ACCORDANCE WITH  
GENERALLY ACCEPTED *GOVERNMENT AUDITING STANDARDS***

There were no audit findings for the year ended December 31, 2017.

**SECTION III. FINDINGS AND QUESTIONED COSTS FOR MAJOR FEDERAL  
AWARD PROGRAM AUDIT**

There were no audit findings for the year ended December 31, 2017.



**AREA AGENCY ON AGING OF WESTERN ARKANSAS, INC.  
SUMMARY SCHEDULE OF PRIOR YEAR AUDIT FINDINGS  
YEAR ENDED DECEMBER 31, 2017**

There were no prior year audit findings for the year ended December 31, 2016.



### B. Adhere to Program Guidelines

Area Agency on Aging of Western Arkansas, Inc. uses proven gatekeeping methodologies to make determinations regarding the beneficiary's need for NET services in accordance with contract guidelines by:

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

Determinations are made based on the beneficiary's individual circumstances. The beneficiary is informed about the options of fuel reimbursement if available in their region, and any public transportation in their area. Area Agency on Aging of Western Arkansas, Inc. will choose the most cost-effective mode of transportation based on where the beneficiary is located and assign the trip.

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

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

### D. Performance Capabilities

Area Agency on Aging of Western Arkansas understands the Broker is responsible for the management of overall day-to-day operations necessary for the delivery of NET services and the maintenance of appropriate records and system of accountability to report to DMS and respond to the terms of the contract.

Area Agency on Aging of Western Arkansas, Inc. has the experience and developed level of expertise surrounding the NET program services. Our team understands that clear communication is necessary between all parties to ensure our recipients receive the safe, reliable transportation that they deserve.

As we have done since the beginning of the program, we will maintain close administrative oversight of the program. We have direct control of all aspects of the program and monitor the service on a daily basis. We use standard passenger transportation procedures, which are tried and true to monitor and manage service, drivers, and vehicles.



## **1. Procedures for Oversight of Day to Day Operation**

The Transportation Project Director assumes responsibility for the day to day operations of all transportation services. Our Quality Assurance Manager / Trainer, will oversee the annual and on going safety training for all vehicle operators and field observations of operations. AAAWA's core team will ensure we have sufficient staff to meet the needs fo the requested trips.

AAAWA has procedures in place to screen driving records of each prospective vehicle operator prior to hiring and to monitor and report any serious traffic violations which result in points or a felony offense of a hired vehicle operator. Our management staff monitors all driver/attendant records to make sure we have the most up to date information logged into the Monitor's portal. We additionally do field observations of drivers and attendants to ensrue they are following all procedures and providing safe reliable transportaiton.

Safety oversight including safety audits are completed by our Quality Assurance Manager. Audits are scheduled monthly in conjection with unannounced audits to ensure we are following all safety procedures and guidelines.

Investigation of accidents and Incidents is completed by our Quality Assurance Manager / Trainer. He/She will be responsible for reporting incidents and accidents to DHS/DMS NET Monitoring Contractor within one (1) working day in the format prescribed by the NET Monitoring Contractor.

## **2. Telephone, Trip Scheduling, and Dispatch Capabilities**

In all locations, AAAWA will provide reservations and scheduling services from 8:00 to 5:00 p.m. A member of the transportation staff is on duty 24 hours per day, 7 days a week in case of emergencies. Transportation services for beneficiaries who require necessary regular medical care, such as dialysis and cancer patients, will be provided on Saturdays from 8:00 a.m. until 5:00 p.m. as required or as predicated on the need of the beneficiary and although the business office may be closed on certain dates, we are still responsible for transporting beneficiaries who require necessary routine medical care, such as dialysis and cancer patients who generally have set treatment days.

Area Agency on Aging Transportation will provide local and toll-free numbers is support of this contract. AAA customer service representatives will support all lines during the business hours of 8am to 5pm. All IFB requirements regarding call volume, speed of answer, abandon rate, and other requirement will be met by Area Agency on Aging. Line capacity will be scalable to accommodate the increase or decrease call volume of NET services.





### **3. Data Collection and Reporting Procedures**

Area Agency on Aging has the ability to generate detailed reports for analytical and submitting purposes. Area Agency has advanced NET software and call center reporting software that allows AAA to perform integrity checks and ensure that trip information and other critical data is properly saved and maintained.

Area Agency on Aging has strict information technology security and confidentiality measures in place. Any information retrieved, obtained, shared within Area Agency Transportation, produced, re-produced, and given to transportation providers will be in full compliance with HIPAA privacy policies. Area Agency does not share/exchange any information deemed confidential. AAA has network security measures and departmental policies in place that allow only authorized personnel to access HIPAA protected files or any other type of records that fall within their work scope.

Area Agency on Aging's staff have extensive experienced in file transmission, receiving secure data files in different formats, and data extraction from formats that include HIPAA 837. Area Agency has all the tools/software necessary to generate text-delimited files that are required for transmission. Additionally, AAAWA has file transmission capabilities through SFTP and other secure forms of encryption that include Microsoft Azure Encryption. Area Agency will utilize these tools to deliver encounter data to the Department of Human Services. Encounter data will be submitted securely before the last working day of the month through the Arkansas Medicaid portal.

### **4. Disaster Recovery Plan, Contingency Plans, and Ability to Provide Services in the Event of Unforeseen Circumstances**

Area Agency's goal is to mitigate risks to reduce potential issues and impacts by developing plans that provide the ability to recover from situations including, but not limited to unplanned evacuations; power outages; major water leaks; fire, loss of water/sewer service; severe weather; cyber-attacks; and any facilities failures that may cause business interruptions. The following is an overview of AAAWA's DR enabled Infrastructure.

## **Goals**

- Ensure the Safety of all employees located in Area Agency Facilities.
- Minimize disruptions of voice and data services caused by man-made or natural disasters.
- Minimize data loss in applications key to delivery of services to our clients.
- Prevent and protect confidential client data from cyber-attacks.



- Ensure AAAWA can quickly deploy new offices or expand current ones.
- Ensure AAAWA data is backed up consistently.
- Allow AAAWA to quickly restore from backup storage after a major disaster.

## Emergency Management Team

| Name            | Title                           | Contact Number |
|-----------------|---------------------------------|----------------|
| Jennifer Hallum | CEO/President                   | 479-353-5789   |
| Dina Newman     | Transportation Project Director | 479-652-5619   |
| Sherri Rudd     | IT Supervisor                   | 479-806-4104   |
| Jose Lomeli     | Network Administrator           | 479-806-0701   |
| Brent Crull     | Maintenance Supervisor          | 479-629-2873   |

### **5. Additional Capabilities**

Our Agency developed the following innovative best business practices in the 4 Regions we serve currently:

- All AAAWA vans are equipped with Angel Trax 2 camera video surveillance systems to monitor the driver and riders for safety.
- Each of our awarded Regions have a trained Vehicle Inspector who performs required monthly inspections of the provider fleet and our personal fleet. The Inspector is also trained in wheelchair securement and child safety seat securement and regularly checks the drivers to ensure they are following all safety guidelines.
- All Agency drivers/attendants are required to pass a two (2) week training course before they log a single mile.
- All drivers are provided a photo identification badge after their successful completion of required training.
- Our Agency performs MONTHLY 21 point vehicle inspections instead of the 6 month required inspection. It is our belief that the safety of our beneficiary comes first and by checking the vans monthly, we can better identify any issues or needed repairs including tire wear and brake wear.
- Text SMS messages to remind clients of appointments and times
- Our drivers are monitored via Network Fleet with GPS tracking that also monitors speed and location.



- Deer Alert System installed on vans in the more rural areas to avoid collisions with deer.
- We have excess vehicles for in an emergency a vehicle can be dispatched.

### Experience Working with Specialized Populations

Area Agency on Aging of Western Arkansas, Inc. is very experienced working with children, persons with disabilities and special needs, the aging population, and senior citizen programs. Our Agency works closely with 22 senior activity centers and we sponsor numerous programs and services to benefit disadvantaged and special populations of all ages in Western Arkansas.

Our Agency is a community based private, non-profit service organization which has been bringing care and service to both urban and rural areas since 1979. In addition to senior services, the agency has expanded programs to include home health, hospice, personal care, extended care, case management, and housing. AAAWA provides services to individuals who have the greatest economic need with particular attention to low-income minority individuals and older individuals residing in rural areas who also have the greatest financial need.

Because our NET Transportation Program carries a high percentage of children, our staff works closely with our local child development facilities. We meet with the facility staff to learn more about individual cases that require extra monitoring on our vans. Our staff has received specialized training in areas regarding children with special medical and emotional needs and also works closely with the families to ensure that we are providing the support necessary while transporting these children.

Our Agency also works with Ronald McDonald House locally to provide transportation for families of children hospitalized. Some of these families have no other means of transportation and would not be able to be with their children without our help.

AAAWA is committed to making the lives of our local children brighter by partnering with local boys and girls shelters to provide meals when needed and to make their Christmas special. This year our Ft Smith NET staff raised enough money to provide gifts, new bedding, chairs, rugs, and other misc. items for 12 boys in our local Boys Shelter.



## 6. Technology Requirements

Call center customer service representatives use top of the line robust HP ProDesk small form factor workstations. These HP ProDesk workstations are top of the line Intel Core i7 machines with 8GB/16GB's of ram for high performance dual monitor setups for increased productivity. Agents have access to resources via network shared drives and NET application that lives in a secure VPN environment. Transportation Scheduler is the transportation client application that is installed on dispatch workstations. Users simply login to start a connection session to our hosted SQL server. Additionally, users can login to any available machine and immediately have access to the client application and all other resources.

Area Agency on Aging's staff have extensive experienced in file transmission, receiving secure data files in different formats, and data extraction from formats that include HIPPA 837. Area Agency has all the tools/software necessary to generate text-delimited files that are required for transmission. Additionally, AAA has file transmission capabilities through SFTP and other secure forms of encryption that include Microsoft Azure Encryption. Area Agency will utilize these tools to deliver encounter data to the Department of Human Services. Encounter data will be submitted securely before the last working day of the month through the Arkansas Medicaid portal.

Area Agency on Aging is meticulous in regard to data backup and disaster recovery polices. Strict polices are set in place to ensure the prevention of data loss due to acts of nature, fire, power, and any other possible disasters. AAA has disaster recovery plans in place for all call centers. A full copy of Area Agency's Disaster Recovery plan will be available to the Department of Human Services upon request. For a brief overview of AAA's Disaster Recovery Plan, please see the Transportation Disaster Recovery Executive Summary on section 2.11.

### E. Quality Assurance Plan

Area Agency on Aging Western Arkansas, Inc. (AAAWA) is committed to the implementation of a Quality Assurance Plan (QAP) that meets the requirements of the Department of Human Services/Division of Medical Services (DHS/DMS) for the Non-Emergency Medical Transportation Services (NET). Please see our detailed plan below on (**Section 2.4.E.7 Page 75**). The plan ensures compliance with all requisite contract documents, codes and standards during the design, installation and test phases of the project. It ensures that completion of the consultant's and contractor's work are verified and documented in accordance with the QAP and that the contracts lead to safe, on-time and cost-effective transit service.

The plan will ensure that policies are in accordance with contractual requirements. Following the plan will allow for early detection and correction of potential problems, minimize



costs and prevent delays. The plan includes a uniform system of documentation that allows easy access for audit and evaluation of adherence to the plan for specific project(s).

The plan is integral to the AAAWA commitment to improve efficiency, quality, service, and management company wide. The plan is critical to the development of a management environment that produces excellence and accountability. Use and implementation of this Quality Assurance Plan will enable the AAAWA to meet the present and future transportation needs of the NET and any other transportation programs.

## 1. Processes and Procedures

- a. The AAAWA management team is responsible for establishing and demonstrating commitment to the AAAWA QAP as stated in the Mission Statement. The AAAWA management team is charged with ensuring that the QAP is understood, implemented and maintained throughout all appropriate levels of the Transportation Department and other Departments that participate in project activities.
- b. This QAP provides specific requirements for program implementation, including the assignment of primary responsibility for implementation.
- c. It is the policy of the AAAWA that projects that are the responsibility of the Transportation Department shall be planned, designed and constructed with the highest regard for quality. Quality Assurance plans submitted to the AAAWA for projects by contractors, subcontractors, consultants and sub-consultants, shall meet the mandates outlined in the contract documents and be executed independently of cost and schedule project functions.
- d. The following AAAWA project management team members are responsible for ensuring or controlling quality on projects.
  - The Transportation Project Director guided by Administration goals and Board of Directors' policy, directs the AAAWA's daily operations and administrative functions, and charts the company's long-term strategy. The Transportation Project Director's office establishes management policies and practices and sets standards of excellence. The Office of the Transportation Project Director ensures the Transportation Department's accountability to the contractual agreement/s of the DHS/DMS NET program. In addition, the Transportation Project Director has the responsibility to assure the development, establishment, implementation, maintenance, and evaluation of this QAP for the AAAWA. The



Transportation Project Director reports directly to the President/CEO of AAAWA.

- The Assistant Transportation Project Director has the ultimate responsibility for establishment and execution of the AAAWA Quality Assurance Plan in the absence of the Transportation Project Director. The Assistant Transportation Project Director will also serve in the capacity of coordinating transportation operations as directed by the Transportation Project Director.
  - The Transportation Coordinators have the responsibility to manage the day-to-day activities/operations of the Transportation Department with the direct supervision of Dispatchers, Schedulers, Data Managers, and Drivers in their respective regions. The Transportation Coordinators report to the Transportation Project Director.
  - The Transportation Assurance Manager/ Trainer has the responsibility to manage fleet and driver compliance within the Transportation Department with direct supervision of the Vehicle Inspectors. The Transportation Compliance Coordinator reports to the Transportation Project Director and assures all vehicles used to transport beneficiaries complies with all requirements.
  - The Transportation Investigator has the responsibility of investigating all incident and accidents. The investigator will also monitor all video surveillance and do field observations. The Investigator reports to the Transportation Project Director.
- e. AAAWA recognizes that the quality of the work conducted for the project has a direct effect on future revenue service, maintenance costs, and operating efficiency for the entire AAAWA transit system. The success of the AAAWA is reliant upon quality, which is the measure that their existing ridership and new riders using the system will determine the value of the system. It therefore follows that the quality policies and procedures identified in the QAP submitted must be faithfully implemented by every project participant.

## 2. Reporting and Monitoring of Operators

AAAW reporting and monitoring of transportation operators regarding all requisite health and safety standards, vehicle maintenance, operation, vehicular inspections, vehicle licenses, a copy of the registration permits issued by the Arkansas Department of Finance and Administration (DF&A) for each vehicle operated will be in compliance.



### 3. Written Assurance

AAAWA assures DHS/DMS that all vehicles used for beneficiary transport will be in compliance with all requirements of the Arkansas Transportation Department for Arkansas Intrastate Renewal prior to award and upon any contract renewal periods.

### 4. Licensing

AAAWA will provide to DHS/DMS our business license for each NET region awarded before the contract effective date.

### 5. Reports

Within the print manifest module, CSR's can print manifest reports, export manifest reports, and approve trips for billing. Using the driver manifest module CSR's can run the following reports: Reservation summary, reservation details, driver scheduling, Medicaid eligibility, driver manifests, private option eligibility, and many more reports that allow CSR's to be efficient schedulers.

### 6. Detailed Description of Quality Assurance Measures for Efficient and Timely Trip Scheduling and Error-Free Dispatch Capabilities

#### a. Transportation Scheduler

Area Agency on Aging of Western Arkansas has invested a significant amount of resources on the development of Transportation Scheduler (**Figure 2.4.E.6.a Page 75**). This proprietary software is the platform AAWA staff use for trip management, accounting, and billing for Non-Emergency Medical Transportation. With an extremely user-friendly interface our staff can easily manage and maintain providers/facilities, clients, drivers, vehicles, reservations, and billing.

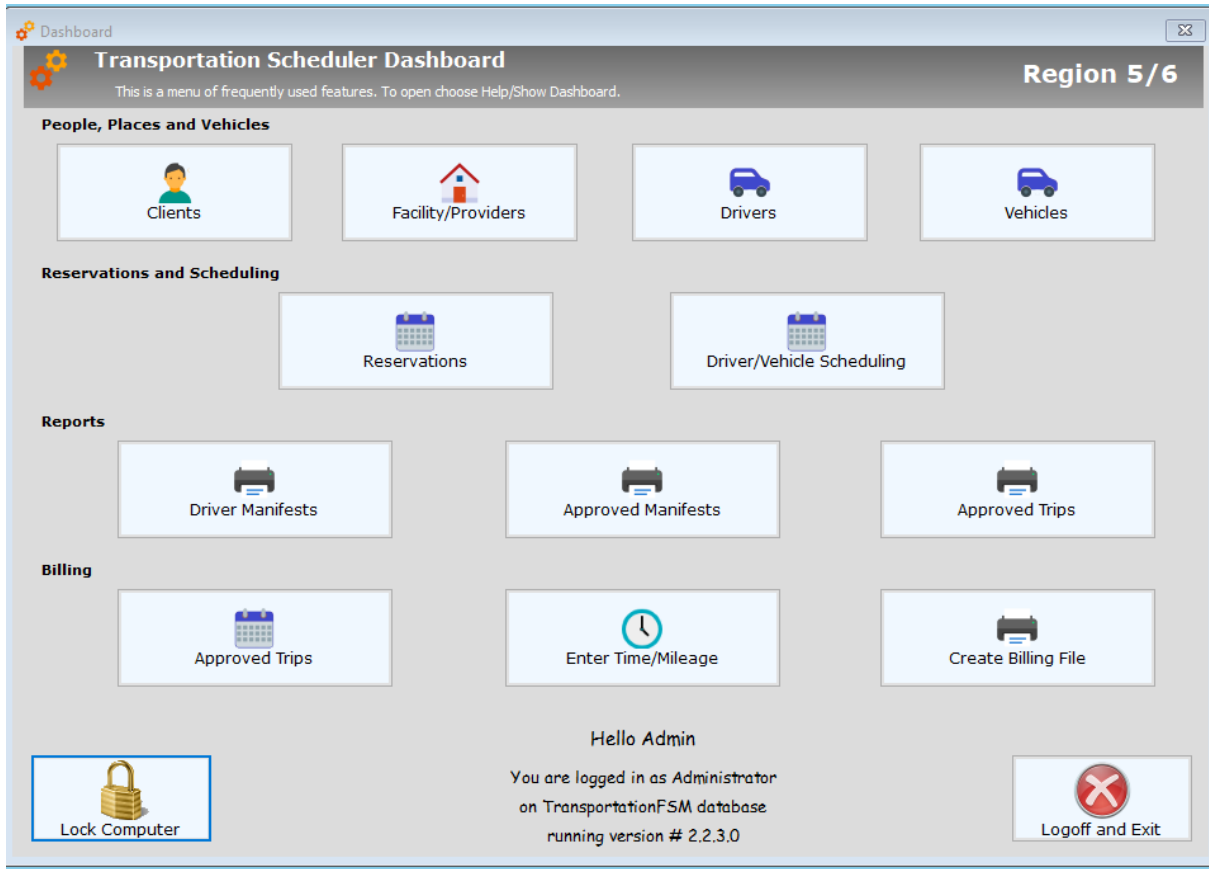


Figure 2.4.E.6.a: Transportation Scheduler Dashboard

*Proprietary and Confidential*

With its robust front end written in VB.NET and powerful backend using Microsoft SQL Server, Transportation Scheduler is a reliable and easily scalable software. AAAWA has the ability to easily deploy and update the software and create new databases quickly. Transportation Scheduler databases lives in a HIPPA Compliant environment and SQL database data is backed up daily in AAAWA’s ioSafe Network backup storage device. AAAWA’s Backup data is also replicated overnight to AAAWA’s offsite backup facility.

**b. Clients and Reservations/Trip Scheduling Module**

Transportation Scheduler gives our customer service representatives the ability to pull up detailed client information. Using the client’s module, CRS’s can add and search for clients with a last name, Medicaid ID, or account number. Under the clients module CSR’s can schedule reservations, run the trip wizard, setup appointment reminders, find reservation information, find authorized representatives that are allowed to schedule services on behalf of the client (**Figure 2.4.E.6.b.1 Page 76**), address, DOB, and other reliable beneficiary information. Additionally, from the Client module, CSR’s can find historical trip information by using different



tabs. Under these tabs, CSR's can find approved trips, canceled trips, find trip history, notes, 06N authorizations (**Figure 2.4.E.6.b.2 Page 76**).

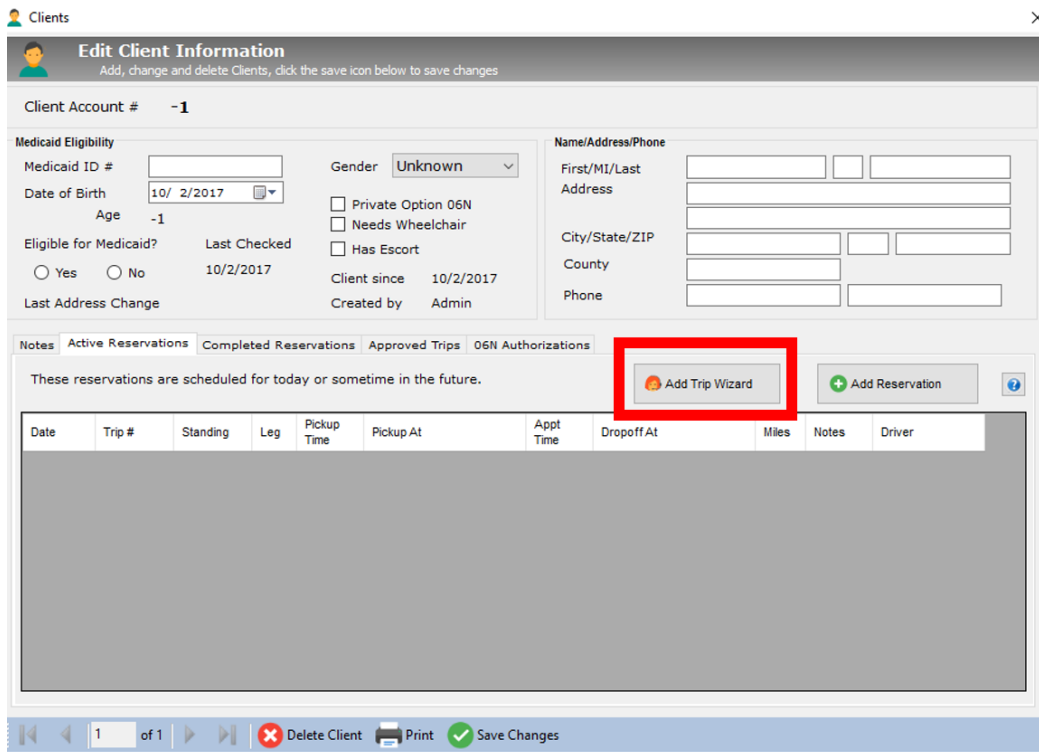


Figure 2.4.E.6.b.1: Client Module - Overview

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Figure 2.4.E.6.b.2: Client Module - Authorized Representatives

Proprietary and Confidential

CSR's can easily schedule trips using an intuitive Trip wizard (**Figure 2.4.E.6.b.3 Page 77**) that asks all the important questions before scheduling. Using this wizard, CSR's can ask beneficiaries a series of questions to determine if they qualify for non-emergency

transportation, if a wheelchair and/or escort is required and what type of insurance will be used. CSR's can add trip leg information, specific driver notes, and other beneficiary information required to get the trips scheduled. After scheduling trips, CSR's can go into the reservations module and update/cancel trips or update any other important trip information. CSR's can also quickly access the clients profile from a shortcut to update client information if needed.

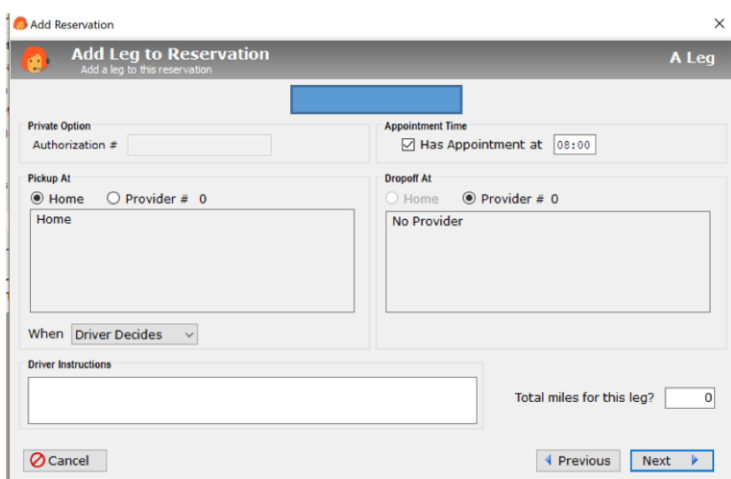
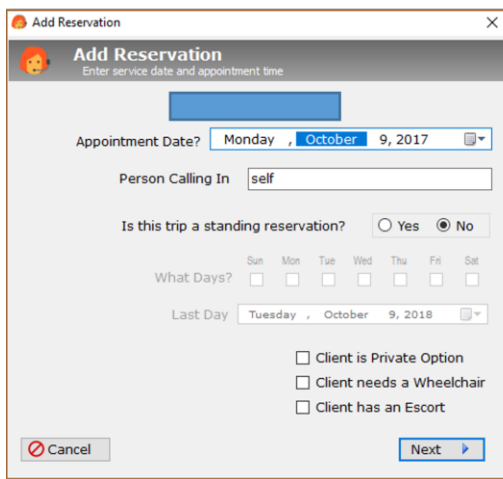
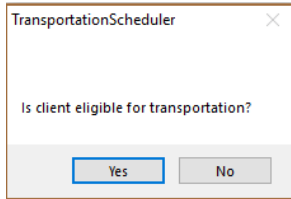


Figure 2.4.E.6.b.3 Trip Wizard

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Using the reservations module CSR's can quickly find scheduled reservations. They can search by single day, date range, all of today's reservations, and all reservations. Inside of the reservations module, CSR's have access to client scheduled trip information, trip history, quick access to client profile, important private client notes and trip miles which can be auto generated by the software using a built Bing API's. This allows dispatch to get accurate mileage and schedule efficiently by location. (Figure 2.4.E.6.b.4 Page 78).

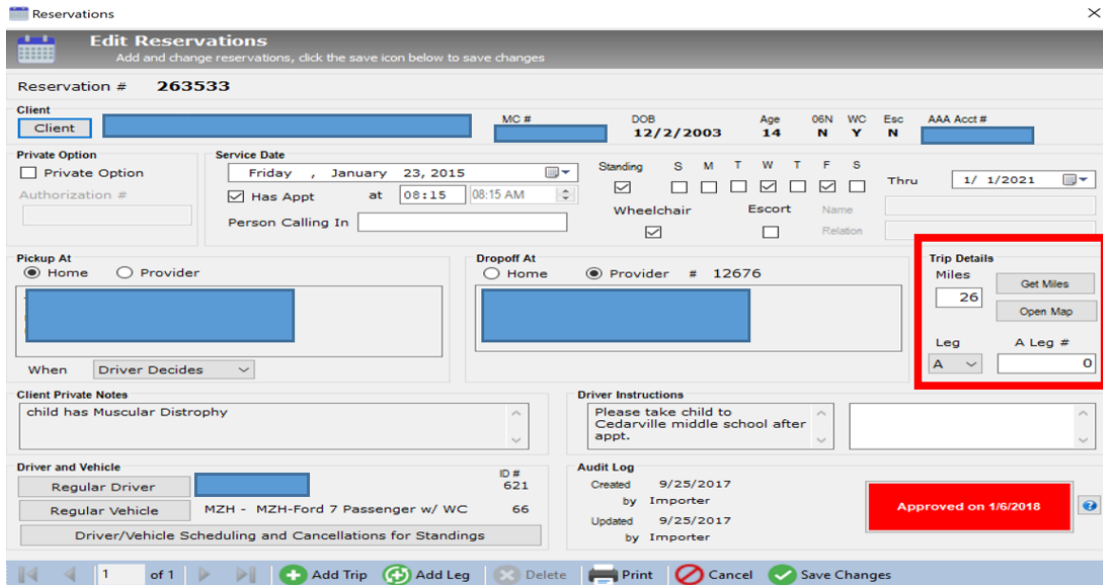
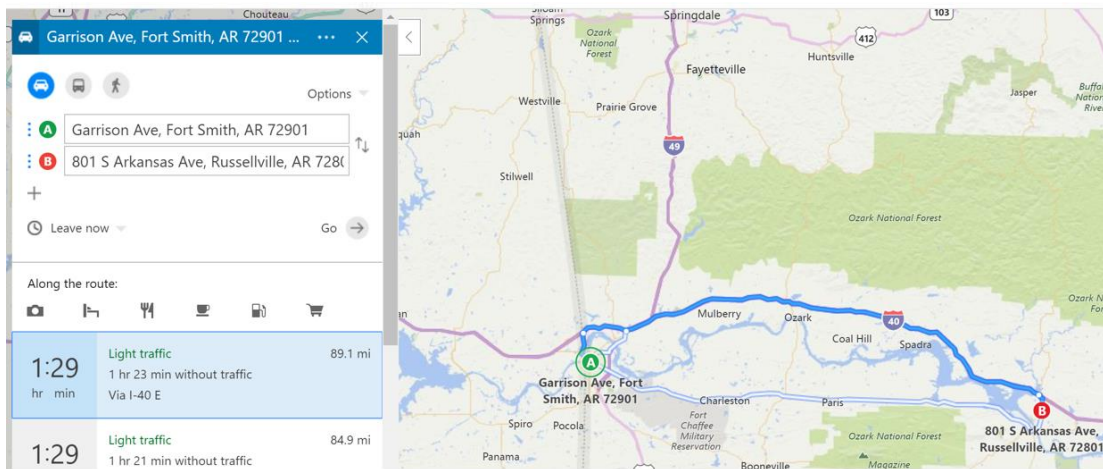



Figure 2.4.E.6.b.4 Bing Maps API

c. Trip Assignment: Driver and Vehicle Scheduling

The vehicle-scheduling module allows CSR's to easily schedule trips according to the best available vehicle and driver. This is an interactive module where beneficiaries can be dragged and dropped in available vehicle spaces on the right column. CSR's can see whom they have scheduled and who needs to be scheduled, which clients need a wheelchair van, which clients require special instructions when picking them up, and whether their trip is recurring or not. Additional trip details can be seen below under unassigned trips. (Figure 2.4.E.6.c.1 Page 79).



Vehicle Scheduling

Wednesday, October 3, 2018

224 Unassigned Trips on 10/3/2018

| Trip # | Client | Age | Freq    | WC | P/U     | Location       | Mi | D/O    | Location       |
|--------|--------|-----|---------|----|---------|----------------|----|--------|----------------|
| 14     |        |     | -M-W--- | WC | Driver  | Coleman F...   | 1  | 2:45PM | Arkansas P...  |
| 14     |        |     | -M-W--- | WC | 4:15PM  | Arkansas P...  | 4  | Driver | Home           |
| 50     |        |     | -M-W--- | A  | Driver  | Home           | 5  | 9:00AM | The N.E.W...   |
| 50     |        |     | -M-W--- | A  | 2:00PM  | The N.E.W...   | 5  | Driver | Home           |
| 28     |        |     | .....   | A  | Driver  | Home           | 8  | 9:30AM | Baker, Sea...  |
| 28     |        |     | .....   | A  | 10:30AM | Baker, Sea...  | 5  | Driver | Home           |
| 13     |        |     | -M-W--- | A  | Driver  | Ramsey Ju...   | 16 | 1:00PM | Arkansas P...  |
| 13     |        |     | -M-W--- | A  | 3:30PM  | Arkansas P...  | 9  | Driver | Home           |
| 17     |        |     | -MTWTF- | A  | Driver  | Home           | 19 | 8:00AM | Horizon Ad...  |
| 17     |        |     | -MTWTF- | A  | 3:00PM  | Horizon Ad...  | 19 | Driver | Home           |
| 73     |        |     | .....   | A  | Driver  | Home           | 31 | 1:45PM | Wright, Joh... |
| 73     |        |     | .....   | A  | 2:45PM  | Wright, Joh... | 29 | Driver | Home           |
| 50     |        |     | -MTW-F- | A  | Driver  | Home           | 6  | 9:00AM | Counseling...  |
| 50     |        |     | -MTW-F- | A  | 3:00PM  | Counseling...  | 6  | Driver | Home           |
| 67     |        |     | .....   | A  | Driver  | Home           | 70 | 8:30AM | Ackerman...    |
| 67     |        |     | .....   | A  | 10:30AM | Ackerman...    | 71 | Driver | Home           |

536 Trips Assigned to Vehicles

| Trip # | Client         | Age    | Freq              | WC            | P/U | Location | Mi | D/O | Location |
|--------|----------------|--------|-------------------|---------------|-----|----------|----|-----|----------|
|        | No Driver      |        |                   |               |     |          |    |     |          |
|        |                |        |                   |               |     |          |    |     | no trips |
|        | No Driver      |        |                   |               |     |          |    |     |          |
|        |                |        |                   |               |     |          |    |     | no trips |
| 120    | XNX            | 5      | PASSENGER w/o WC  | No Driver     |     |          |    |     |          |
|        |                |        |                   |               |     |          |    |     | no trips |
| 121    | XNX            | 5      | PASSENGER w/o WC  | No Driver     |     |          |    |     |          |
|        |                |        |                   |               |     |          |    |     | no trips |
| 128    | XNX            | 5      | passenger caravan | No Driver     |     |          |    |     |          |
|        |                |        |                   |               |     |          |    |     | no trips |
| 129    | XNX            | 5      | PASSENGER w/o WC  | No Driver     |     |          |    |     |          |
|        |                |        |                   |               |     |          |    |     | no trips |
| 130    | XNX            | 5      | PASSENGER w/o WC  | No Driver     |     |          |    |     |          |
|        |                |        |                   |               |     |          |    |     | no trips |
| 482    | XXL-2018       | Ford 6 | Passenger w/o wc  | No Driver     |     |          |    |     |          |
|        |                |        |                   |               |     |          |    |     | no trips |
| 682    | UVN            | 2      | wheelchair w/lift | No Driver     |     |          |    |     |          |
|        |                |        |                   |               |     |          |    |     | no trips |
| 684    | UVN-Ford       | 15     | Passenger w/o WC  | No Driver     |     |          |    |     |          |
|        |                |        |                   |               |     |          |    |     | no trips |
| 959    | FordConnect-6p |        |                   | No Driver     |     |          |    |     |          |
|        |                |        |                   |               |     |          |    |     | no trips |
| 959    | FordConnect-6p |        |                   | Williams, Dan |     |          |    |     |          |

Save Changes

Figure 2.4.E.6.c.1 Vehicle Scheduling Module

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d. Reports

Within the print manifest module, CSR's can print manifest reports, export manifest reports, and approve trips for billing. Using the driver manifest module CSR's can run the following reports: reservation summary, reservation details, driver scheduling, Medicaid eligibility, driver manifests, private option eligibility, and many more reports that allow CSR's be efficient schedulers (Figure 2.4.E.6.d.1 Page 80)



**Print Manifests**

Print or preview Driver Manifests and approve for Time/Mileage entry

**Service Date**  
 One Day Thursday, January 11, 2018  
 Date Range 1/11/2018 1/11/2018  
 Year To Date

**Select Client**  
 All Clients

**Select Pickup and Dropoff**  
 All Pickup Addresses  
 And  Or  
 All Dropoff Addresses

**Select Driver and Vehicle**  
 All Drivers  
 All Vehicles

**Additional Settings**  
 Trip Status: All  
 Frequency: All  
 Sort By: Appointment Time  
 Keep A/B legs together

**Report Format**  
 Reservation Summary  
 Reservation Details (Landscape)  
 Driver Scheduling  
 Medicaid Eligibility  
 Driver Manifest (Landscape)  
 Private Option Eligibility

**Approve Manifest**  
 Approve these reservations for Time/Mileage Data Entry

Driver Manifest - Monday, January 1, 2018

Region 5/6

Monday, January 1, 2018

KPA-5 Passenger w/o WC

| Vehicle License Plate #             | Run Start | First Pickup        | Last Dropoff         | Run End       | Total                | Break 1 Start | Break 1 End  | Break 2 Start                      | Break 2 End                      |                                   |
|-------------------------------------|-----------|---------------------|----------------------|---------------|----------------------|---------------|--------------|------------------------------------|----------------------------------|-----------------------------------|
|                                     | Time      | Time                | Time                 | Time          | Time                 | Time          | Time         | Time                               | Time                             |                                   |
|                                     | Odometer  | Odometer            | Odometer             | Odometer      | Miles                | Odometer      | Odometer     | Odometer                           | Odometer                         |                                   |
| Driver Signature:                   |           | Attendant Name:     |                      |               | Attendant Signature: |               |              |                                    |                                  |                                   |
| Client                              | Leg       | Pickup Time/Address | Dropoff Time/Address | Actual Pickup | Actual Dropoff       | Plan Miles    | Actual Miles |                                    |                                  |                                   |
| Every Monday (432780)<br>2421742001 | A         | 5:05AM              | 6:15AM               | Time          | Time                 | 30            | Miles        | Cancelled <input type="checkbox"/> | No Show <input type="checkbox"/> | Complete <input type="checkbox"/> |
|                                     |           |                     |                      | Odometer      | Odometer             |               |              | Facility/Rider/Client: _____       |                                  |                                   |
| Every Monday (432777)<br>2421742001 | B         | 10:15AM             | Driver               | Time          | Time                 | 30            | Miles        | Cancelled <input type="checkbox"/> | No Show <input type="checkbox"/> | Complete <input type="checkbox"/> |
|                                     | A         |                     |                      | Odometer      | Odometer             |               |              | Facility/Rider/Client: _____       |                                  |                                   |

Figure 2.4.E.6.d.1 Print Manifest Module

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The approved Trips module under the reports section provides statistical/trend reports that can be sorted by date, clients, and drivers. Billing and Transportation management users can run these reports to generate trip totals, mileage totals, trip status, trip summary, and many more statistical reports (Figure 2.4.E.6.d.2 and 2.4.E.6.d.3 Page 81).

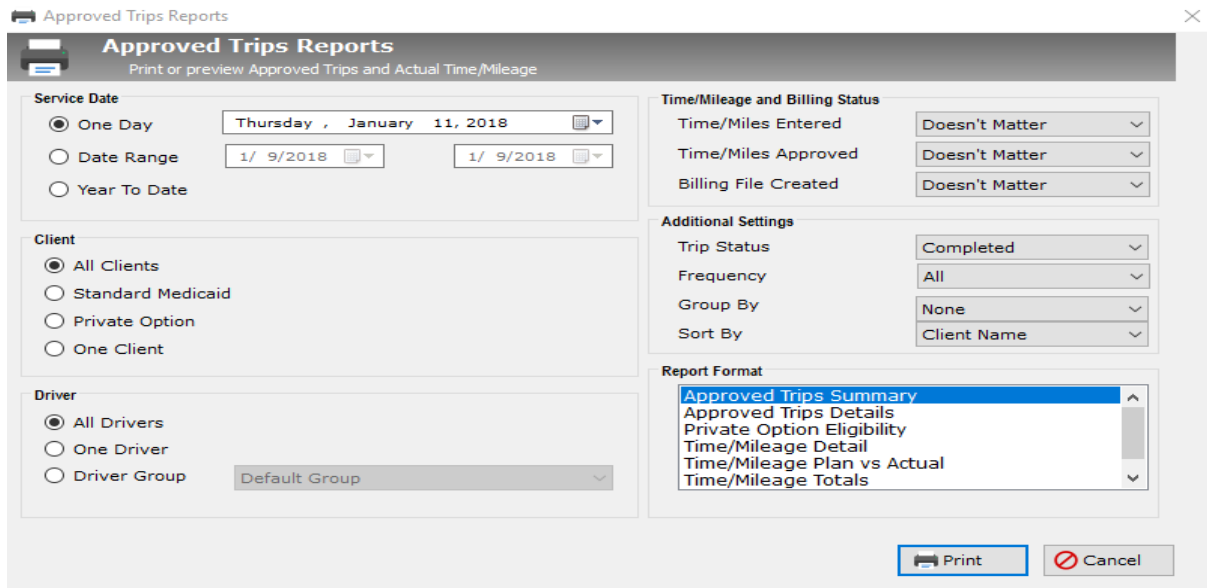


Figure 2.4.E.6.d.2 Approved Trips Reports

Proprietary and Confidential

| Time/Mileage Entry Totals                                      |          |                   |      |                         |      | Region 5/6 |      |
|--|----------|-------------------|------|-------------------------|------|------------|------|
| Service Date Monday, January 1, 2018, All Clients, All Drivers |          |                   |      |                         |      |            |      |
| Service  | Distance | ----- Miles ----- |      | -----Excess Miles ----- |      | Driver     |      |
|  |          | Actual            | Appr | Miles                   | Rate | Total      | Pay  |
| Ambulatory   | 0 - 0    | 178               | 178  | 178                     |      | 0.00       | 0.00 |
| Wheelchair   | 0 - 0    | 38                | 38   | 38                      |      | 0.00       | 0.00 |
| 12 Trips   |          | 216               | 216  | 216                     |      | 0.00       |      |
|  |          | Attendant         |      | 0.00 hours @            |      | 0.00 /hr = | 0.00 |
|  |          |                   |      | Invoice Total           |      |            | 0.00 |

Figure 2.4.E.6.d.3 Time/Mileage Report

Proprietary and Confidential

### e. Appointment Reminders

Clients can opt to receive appointment reminders (Figure 2.4.E.6.e.1 Page 82) via text or email. This feature is set in the client profile and can be enabled and disabled. After a trip is scheduled, clients will receive an email or text with their trip information. Additionally, they will be given the option to opt in or out of feature reminders if they choose to do so. Clients can call to request to be added to the appointment reminders list if they change their minds.



Figure 2.4.E.6.e.1 Appointment Reminders

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## 7. AAAWA Quality Assurance Plan

Area Agency on Aging Western Arkansas, Inc. (AAAWA) is committed to the implementation of a Quality Assurance Plan (QAP) that meets the requirements of the Department of Human Services/Division of Medical Services (DHS/DMS) for the Non-Emergency Medical Transportation Services (NET). The plan ensures compliance with all requisite contract documents, codes and standards during the design, installation and test phases of the project. It ensures that completion of the consultant's and contractor's work are verified and documented in accordance with the QAP and that the contracts lead to safe, on-time and cost-effective transit service.

The plan will ensure that policies are in accordance with contractual requirements. Following the plan will allow for early detection and correction of potential problems, minimize costs and prevent delays. The plan includes a uniform system of documentation that allows easy access for audit and evaluation of adherence to the plan for specific project(s).

The plan is integral to the AAWA commitment to improve efficiency, quality, service, and management company wide. The plan is critical to the development of a management environment that produces excellence and accountability. Use and implementation of this Quality Assurance Plan will enable the AAWA to meet the present and future transportation needs of the NET and any other transportation programs.



I. MANAGEMENT RESPONSIBILITY

The AAAWA management team is responsible for establishing and demonstrating commitment to the AAAWA QAP as stated in the Mission Statement. The AAAWA management team is charged with ensuring that the QAP is understood, implemented and maintained throughout all appropriate levels of the Transportation Department and other Departments that participate in project activities.

This QAP provides specific requirements for program implementation, including the assignment of primary responsibility for implementation.

It is the policy of the AAAWA that projects that are the responsibility of the Transportation Department shall be planned, designed and constructed with the highest regard for quality. Quality Assurance plans submitted to the AAAWA for projects by contractors, subcontractors, consultants and sub-consultants, shall meet the mandates outlined in the contract documents and be executed independently of cost and schedule project functions.

The following AAAWA project management team members are responsible for ensuring or controlling quality on projects.

- a. The Transportation Project Director guided by Administration goals and Board of Directors' policy, directs the AAAWA's daily operations and administrative functions, and charts the company's long-term strategy. The Transportation Project Director's office establishes management policies and practices and sets standards of excellence. The Office of the Transportation Project Director ensures the Transportation Department's accountability to the contractual agreement/s of the DHS/DMS NET program. In addition, the Transportation Project Director has the responsibility to assure the development, establishment, implementation, maintenance, and evaluation of this QAP for the AAAWA. The Transportation Project Director reports directly to the President/CEO of AAAWA.
- b. The Assistant Transportation Project Director has the ultimate responsibility for establishment and execution of the AAAWA Quality Assurance Plan in the absence of the Transportation Project Director.
- c. Director. The Assistant Transportation Project Director will also serve in the capacity of coordinating transportation operations as directed by the Transportation Project Director.
- d. The Transportation Coordinators have the responsibility to manage the day-to-day activities/operations of the Transportation Department with the direct supervision of Dispatchers, Schedulers, Data Managers, and Drivers in their respective regions. The Transportation Coordinators report to the Transportation Project Director.





- e. The Transportation Compliance Coordinator has the responsibility to manage fleet and driver compliance within the Transportation Department with direct supervision of the Vehicle Inspectors. The Transportation Compliance Coordinator reports to the Transportation Project Director.

The following AAAWA project management team members are responsible for providing various project functions for the Transportation Project Director and report directly to the President/CEO for their project activities.

- a. The Vice President of Finance reports to the President/CEO and maintains a staff including budget analysts who provide services relating to project budgeting, finance, contract modifications and day-to-day payments.
- b. The Human Resources Manager reports to the President/CEO and is responsible for overseeing all internal personnel functions to include but not limited to managing and enforcing policies, enforcing contractual compliance, and adhering to Federal and State labor regulations.
- c. The Information and Technology Transportation Coordinator reports directly to the President/CEO and is responsible for but not limited to implementing and maintaining all corporate and business office/call center telecommunications and information technology (IT) systems.

AAAWA recognizes that the quality of the work conducted for the project has a direct effect on future revenue service, maintenance costs, and operating efficiency for the entire AAAWA transit system. The success of the AAAWA is reliant upon quality, which is the measure that their existing ridership and new riders using the system will determine the value of the system. It therefore follows that the quality policies and procedures identified in the QAP submitted must be faithfully implemented by every project participant.

## **II. PROCESSES AND PROCEDURES**

### **Vehicle Inspections**

AAAWA recognizes the importance of vehicle inspections. Inspections are important to the safe operation of the vehicle. It can identify vehicle defects prior to the movement of the vehicle for the safety of the driver and passengers. Vehicles utilized by AAAWA are subject to daily, monthly, and annual inspections. This includes both announced and unannounced inspections. Vehicle Inspectors are responsible for monitoring and tracking drivers' daily inspection reports as well as performing and tracking monthly and annual inspections. The Vehicle Inspector will also perform monthly/annual inspections on 3<sup>rd</sup> Party contracted Transportation Providers. The ultimate goal is to:



- a. To make sure the vehicle is safe to operate
- b. Prevent accidents due to vehicle defects
- c. Prevent loss of life and property

**Driver Daily Inspection**

Drivers, who also are referred to as Transportation Providers, are required to perform pre-trip and post-trip inspections on the vehicle they are operating for the day. The inspections will be documented on a form (**Figure 2.4.E.7.1 Driver Daily Inspection Page 85**) which is a basic daily walk around inspection to ensure that the vehicle is operationally safe and compliant.

| AAAWA DAILY PRE-TRIP INSPECTION  |                   |   |  |
|--|-------------------|---|--|
| PRE-OPERATION CHECKLIST  |                   | PRE-OPERATION REPAIR/SERVICE REQUEST                        |  |
| Date   | Time              | Registration Plate No.                                      | Repairs / Service Required<br><i>(Describe Specific Problem, Symptoms)</i> |
| Odometer Reading   | Next Service Date |   |  |
| CODE: Inspected and OK [ ] ; Repair needed [R]; Not Applicable [NA]              |                   |   |  |
| <input type="checkbox"/> WALK UP INSPECTION (Damage, Leaks, Clean)               |                   |   |  |
| <input type="checkbox"/> FLUID LEVELS (Oil, coolant, transmission)               |                   |   |  |
| <input type="checkbox"/> ENGINE (Battery, belts, hoses, leaks)                   |                   |   |  |
| <input type="checkbox"/> INTERIOR (Clean, no loose objects, seat belts, signage) |                   | Operate As Is Until (date)                                  |  |
| <input type="checkbox"/> WINDOWS, MIRRORS, WIPERS, HORN                          |                   | Approved By _____   |  |
| <input type="checkbox"/> START ENGINE, OBSERVE GAUGES                            |                   | Repaired By _____ Date _____                                |  |
| <input type="checkbox"/> LIGHTS (Turn, brakes, markers, headlamps)               |                   | Return to Service By _____ Date _____                       |  |
| <input type="checkbox"/> TIRES/WHEELS (Lugs, pressure, tread, hubcaps)           |                   | Comments _____  |  |
| <input type="checkbox"/> PAPERWORK (INSURANCE, REGISTRATION)                     |                   | <b>POST-OPERATION REPORT</b>                                |  |
| <input type="checkbox"/> SERVICE AND PARKING BRAKE                               |                   | <input type="checkbox"/> Circle Fuel Level: E 1/4 1/2 3/4 F |  |
| <input type="checkbox"/> BACK UP ALARM/CAMERA SYSTEM                             |                   | <input type="checkbox"/> No Repairs / Service Required      |  |
| <input type="checkbox"/> ADA ACCESSORIES (Deploy Lift, seatbelts)                |                   | <input type="checkbox"/> Repair / Service Required          |  |
| <input type="checkbox"/> FIRE EXTINGUISHER/SAFETY EQUIPMENT                      |                   | <i>Describe Specific Problems, Symptoms</i>                 |  |
| <input type="checkbox"/> Circle Fuel Level: E 1/4 1/2 3/4 F                      |                   |   |  |
| If Repair / Service is required proceed to next section                          |                   | Repaired By _____ Date _____                                |  |
|  |                   | Return to Service By _____ Date _____                       |  |
|  |                   | Comments _____  |  |
| Inspected By: (operator) _____   |                   |   |  |

PT Pre-Trip Inspection Form / Revised 1-31-02

Figure 2.4.E.7.1 Driver Daily Inspection



Vehicle Inspector Monthly/Annual Inspection

Vehicle Inspectors are responsible for conducting inspections on the vehicles in their respective areas. The inspections are completed on all AAawa vehicles as well as all sub-contractor vehicles. Monthly and Annual inspections are conducted on each vehicle utilizing the AAawa Annual Inspection form ( Figure 2.4.E.7.2 AAawa Annual Inspection Form Page 86). The Monthly/Annual inspections are a more thorough inspection to ensure that the vehicle is operationally safe and compliant.

|                                     |         |   |                         |  |  |
|-------------------------------------|---------|---|-------------------------|--|--|
| <b>ANNUAL INSPECTION</b>            |         | Non-Emergency Transportation<br>Vehicle Inspection Form<br><b>OFFICIAL USE ONLY</b> |                         | AREA AGING ON AGING<br>524 GARRISON AVE<br>PO BOX 1724<br>FORT SMITH, AR 72902 |  |
| Date                                | 2017    |   | AMB                     |  | W/C                                      |
| Time                                |         |   | WTS                     |  |  |
| Drivers Name                        |         |   | Cell Phone #            | 479  |  |
| Name Badge                          | Y       | N   | Plastic Slim Case       | Y  | N  |
|                                     |         |   | Daily Vehicle Checklist | Y  | N  |
| License Plate                       |         |   | Make                    |  |  |
| AR Certificate Expires on           | 2017-18 |   | RAID/L                  | Y  | N  |
|                                     |         |   | Manual                  | Y  | N  |
| Fuel Card                           | Y       | N   | Notes                   | Current Mileage  |  |
| Fuel Card Case                      | Y       | N   | Notes                   | Next Oil Change  |  |
| Engine Oil Fluid                    | Y       | N   | Notes                   |  |  |
| Brake Fluid                         | Y       | N   | Notes                   |  |  |
| Power Steering Fluid                | Y       | N   | Notes                   |  |  |
| Radiator Fluid                      | Y       | N   | Notes                   |  |  |
| Transmission Fluid                  | Y       | N   | Notes                   |  |  |
| Windshield Washer Fluid             | Y       | N   | Notes                   |  |  |
| Park Brake Operational              | Y       | N   | Notes                   | Need Adjustment  | Y N Notes                                |
| Horn Operational                    | Y       | N   | Notes                   |  |  |
| Interior Lights                     | Y       | N   | Notes                   |  |  |
| Rear View Mirror                    | Y       | N   | Notes                   |  |  |
| Exterior Mirrors                    | Y       | N   | Notes                   |  |  |
| Windows Operational                 | Y       | N   | Notes                   | Windshield-Chips/Cracks  | Y N                                      |
| Wipers Operational                  | Y       | N   | Notes                   |  |  |
| Gauges Operational                  | Y       | N   | Notes                   |  |  |
| Head Lights-Hi/Lo Beam              | LF      | RF  | Notes                   |  |  |
| Turn Signals                        | LF      | RF  | LR                      | RR   | Notes                                    |
| Emergency Flashers                  | LF      | RF  | LR                      | RR   | Notes                                    |
| Reverse Lights                      | LR      | RR  | Notes                   |  |  |
| Brake Lights                        | LR      | RR  | Notes                   | Lens ok  | Y N Notes                                |
| Rear Roof Brake Light               | LR      | RR  | Notes                   | Lens ok  | Y N Notes                                |
| First Aid Kit                       | Y       | N   | Notes                   | S-B  | L-B L-C L-R L-W                          |
| Seatbelts Operational               | Y       | N   | Notes                   |  |  |
| Seat Belt Cutter                    | Y       | N   | Notes                   |  |  |
| Seat Belt Extension                 | Y       | N   | N/A                     | Notes  | 1 2 3 4 Verified Y N                     |
| Sign-Seatbelt No Smoking            | Y       | N   | N/A                     | Notes  |  |
| Sign-Rail Road                      | Y       | N   | N/A                     | Notes  |  |
| Sign-Agency                         | Y       | N   | N/A                     | Notes  |  |
| Sign-N E T                          | Y       | N   | N/A                     | Notes  |  |
| Sign-A A A                          | Y       | N   | Notes                   |  |  |
| Sign-Phone Number                   | Y       | N   | Notes                   |  |  |
| Vehicle Backup Alarm Operational    | Y       | N   | N/A                     | Notes  |  |
| Panic Button Operational            | Y       | N   | Notes                   | OK   |  |
| Audio/Video System Operational      | Y       | N   | Notes                   | OK   |  |
| Child Check-Mate System Operational | Y       | N   | N/A                     | Notes  | OK                                       |
| Wheel Chair Ramp System Operational | Y       | N   | N/A                     | Notes  | Ricon Vista 2 Count                      |
| Fire Extinguisher Installed         | Y       | N   | Notes                   | State Inspection Tag   | Y N Dated 07 2016                        |
| Safety Seal                         | Y       | N   | Operational             | Y N  | Fire Extinguisher Size in Pounds 5 2 1/2 |
| Tires                               | LF      | RF  | RR                      | LR   | Spare Notes                              |
| Vehicle Cleanliness-Exterior        | Y       | N   | Notes                   |  |  |
| Vehicle Cleanliness-Interior        | Y       | N   | Notes                   |  |  |
| Vehicle Exterior Damage             | Y       | N   | Notes                   |  |  |
| Vehicle Interior Damage             | Y       | N   | Notes                   |  |  |

Figure 2.4.E.7.2 AAawa Annual Inspection Form



Inspection Monitoring and Tracking

All Driver Inspection reports are completed by individual drivers. These reports are turned in by the drivers on a daily basis. Each report is reviewed by a Vehicle Inspector. Any reported deficiencies or concerns are immediately addressed by the Vehicle Inspector. Each Vehicle Inspector will file the daily inspection reports at their respective locations.

Each Vehicle Inspector will document their monthly inspections on a Master List of Vehicles which is reviewed by the Transportation Compliance Coordinator (Figure 2.4.E.7.3 Master List Vehicles Page 87). All Annual Inspections are directly entered into the Arkansas Foundation for Medical Care (AFMC) Portal. All inspections are filed and available to DHS/DMS or the NET Monitoring Contractor upon request.

|    | Year | Make      | W/C         | Status | W/C | VIN                | Registration | Location     | Status | LIC EXP    | AFMC | Mileage Last Inspected | Inspection Date |
|----|------|-----------|-------------|--------|-----|--------------------|--------------|--------------|--------|------------|------|------------------------|-----------------|
| 1  |      |           |             |        |     |                    |              |              |        |            |      |                        |                 |
| 2  | 2006 | Ford      | E350        | White  |     | 1F8533166D087339   | CGG          | Russellville | Active | 6/30/2018  | Yes  | 415361                 | 1/8/2018        |
| 3  | 2006 | Ford      | E350        | White  |     | 1F8533106H458363   | CRZ          | Russellville | Active | 11/30/2017 | Yes  | 391824                 | 1/8/2018        |
| 4  | 2006 | Ford      | E350        | White  | YES | 1F8533106H458362   | CSA          | Russellville | Active | 11/30/2017 | Yes  | 295537                 | 1/8/2018        |
| 5  | 2005 | Ford      | E350        | White  |     | 1F85331185H474695  | DPT          | Russellville | Active | 1/31/2018  | Yes  | 583946                 | 1/9/2018        |
| 6  | 2007 | Ford      | E350        | White  |     | 1F8533117D0A37006  | DPX          | Russellville | Active | 1/31/2018  | Yes  | 522757                 | 1/8/2017        |
| 7  | 2008 | Chevrolet | Uplander    | White  |     | 1FTN624L72DA797932 | EJF          | Russellville | Active | 1/31/2018  | Yes  | 233047                 | 1/24/2018       |
| 8  | 2007 | Ford      | E350        | White  |     | 1FTN624L87DA73474  | IRD          | Russellville | Active | 9/31/2018  | Yes  | 486685                 | 1/8/2018        |
| 9  | 2009 | Ford      | E350        | White  |     | 1F85331V0D091659   | IRC          | Russellville | Active | 2/28/2018  | Yes  | 332707                 | 1/8/2018        |
| 10 | 2010 | Ford      | E350        | White  | YES | 1FTS33L5A0A2464    | KHI          | Russellville | Active | 5/31/2018  | Yes  | 285138                 | 1/8/2018        |
| 11 | 2010 | Dodge     | Caravan     | White  |     | 2D4RN4E85AR343357  | KNL          | Russellville | Active |            | No   | 382630                 | 1/8/2018        |
| 12 | 2011 | Dodge     | Caravan     | White  |     | 2D4RN4E68AR343332  | KNW          | Russellville | Active | 7/31/2018  | Yes  | 326277                 | 1/8/2018        |
| 13 | 2010 | Dodge     | Caravan     | White  |     | 2D4RN4DE1AR343335  | KNX          | Russellville | Active | 7/31/2018  | Yes  | 340694                 | 1/8/2018        |
| 14 | 2012 | Dodge     | Caravan     | White  |     | 2D4RN4DE3AR343449  | KYZ          | Russellville | Active |            | No   | 356982                 | 1/8/2018        |
| 15 | 2010 | Dodge     | Caravan     | White  |     | 2D4RN4DE1AR343450  | KPA          | Russellville | Active | 8/31/2017  | Yes  | 391130                 | 1/8/2018        |
| 16 | 2012 | Ford      | ISO Cutaway | White  | YES | 1FTD33L6CDDA14011  | MZM          | Russellville | WTS    |            | N/A  | 11575                  | 1/24/2018       |
| 17 | 2012 | Ford      | ISO Cutaway | White  | YES | 1FTD33L6CDA14012   | MZN          | Russellville | WTS    |            | N/A  | 6031                   | 1/24/2018       |
| 18 | 2012 | Ford      | ISO Cutaway | White  | YES | 1FTD33L6CDA14014   | MOP          | Russellville | WTS    |            | N/A  | 48933                  | 1/24/2018       |
| 19 | 2012 | Ford      | ISO Cutaway | White  | YES | 1FTD33L6CDA14015   | MOP          | Russellville | WTS    |            | N/A  | 87407                  | 1/24/2018       |
| 20 | 2012 | Ford      | ISO Cutaway | White  | YES | 1FTD33L6CDA14016   | NHK          | Russellville | WTS    |            | N/A  | 44823                  | 1/19/2018       |
| 21 | 2014 | Chevrolet | Express     |        |     | 1GAG27G6E1118485   | NKW          | Russellville | Active |            | No   | 112923                 | 1/8/2018        |
| 22 | 2014 | Chevrolet | Express     |        |     | 1GAG27G6E1118468   | NXX          | Russellville | Active | 11/30/2017 | Yes  | 167965                 | 1/8/2018        |
| 23 | 2014 | Chevrolet | Express     |        |     | 1GAG27G6E1114993   | NYT          | Russellville | Active | 11/30/2017 | Yes  | 75872                  | 1/19/2018       |
| 24 | 2013 | Ford      | E350        |        |     | 1F8533L3D0A52074   | RFZ          | Russellville | Active | 11/30/2017 | Yes  | 131998                 | 1/8/2018        |
| 25 | 2013 | Ford      | E350        | White  | YES | 1FTS33L6CDA39482   | RGF          | Russellville | Active | 11/30/2017 | Yes  | 242307                 | 1/8/2017        |
| 26 | 2013 | Ford      | E350        |        |     | 1F8533L3D0A60988   | RHI          | Russellville | Active | 12/31/2017 | Yes  | 92332                  | 1/8/2018        |
| 27 | 2014 | Ford      | E150        |        |     | 1F8533L4ED0A10675  | RNI          | Russellville | Active | 12/31/2017 | Yes  | 88452                  | 1/8/2018        |
| 28 | 2013 | Ford      | E150        |        |     | 1F8533L3D0B33659   | RNK          | Russellville | Active | 12/31/2017 | Yes  | 35378                  | 1/8/2018        |
| 29 | 2013 | Ford      | E150        |        |     | 1F8533L1D0B33543   | RNN          | Russellville | Active | 12/31/2017 | Yes  | 99664                  | 1/9/2018        |
| 30 | 2014 | Ford      | E150        |        |     | 1F8533L7ED0A2408   | RNO          | Russellville | Active |            | No   | 99543                  | 1/8/2018        |
| 31 | 2014 | Ford      | E150        |        |     | 1F8533L7ED0A2375   | RNP          | Russellville | Active | 12/31/2017 | Yes  | 88120                  | 1/8/2018        |
| 32 | 2014 | Ford      | E350        |        |     | 1F8533L3D0A45712   | ROE          | Russellville | Active | 3/31/2018  | Yes  | 134139                 | 1/8/2018        |
| 33 | 2014 | Ford      | E350        |        |     | 1F8533L4ED0A45703  | RTA          | Russellville | Active | 3/31/2018  | Yes  | 84590                  | 1/19/2018       |
| 34 | 2014 | Ford      | E350        |        |     | 1F8533L0ED0A45701  | RTB          | Russellville | Active | 3/31/2018  | Yes  | 76696                  | 1/8/2018        |
| 35 | 2014 | Ford      | E350        |        |     | 1F8533L3ED0A45708  | RTC          | Russellville | Active | 3/30/2018  | Yes  | 89001                  | 1/24/2018       |
| 36 | 2014 | Ford      | E350        |        |     | 1F8533L7ED0A45713  | RTE          | Russellville | Active | 4/30/2018  | Yes  | 73248                  | 1/8/2018        |
| 37 | 2010 | Dodge     | Caravan     | White  |     | 2D4RN4DE7AR343338  | ISX          | Russellville | Active |            | No   | 318980                 | 1/8/2018        |
| 38 | 2007 | Dodge     | Caravan     | White  | YES | 1D4GP24R978236833  | SMH          | Russellville | Active | 6/30/2018  | Yes  | 112812                 | 1/8/2018        |
| 39 | 2014 | TOYOTA    | SIENNA      | BLACK  | NO  | 5TDKX3DC2E3504417  | XIV          | LIVILLE INSP | Active | 11/30/2018 | N/A  | 302012                 | 1/8/2018        |
| 40 | 2016 | Ford      |             | White  | YES | 1F87X2CMXK492658   | B84 LVH      | Russellville | active | 10/31/2017 | Yes  | 17592                  | 11/25/2017      |
| 41 |      |           |             |        |     |                    |              |              |        |            |      |                        |                 |
| 42 |      |           |             |        |     |                    |              |              |        |            |      |                        |                 |

Figure 2.4.E.7.3 Master List Vehicles



The AAAWA Human Resources Department is committed to recruiting the best possible candidates for the positions of Transportation Provider (Driver and Attendant). The Human Resources Department follows the below listed steps in searching for the best possible candidates.

- a. Screening of Applications
- b. Telephone Interview
- c. Hiring Manager Interview
- d. Background Check
- e. Drug Testing

### **Transportation Providers (Driver and Attendant) Conduct**

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



**The minimum qualifications for a *Driver* position include:**

- a. Drivers **must** possess a valid driver's license for the state in which they reside for the class of vehicle to which they are assigned.
- b. Drivers **must** be a minimum of twenty-one (25) years of age as required by insurance provider.
- c. Drivers **must** exert professional driving skills at all times.
- d. Drivers **must** be courteous, patient and helpful to all passengers.
- e. Drivers **must** be neat and clean in appearance.
- f. Drivers **must** meet current State and Federal Motor Carrier Safety Regulations and Guidelines.
- g. Drivers must meet all background investigation requirements.

**The minimum qualifications for an *Attendant* position include:**

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

Background investigation reports are obtained on candidates for Driver and Attendant positions prior their offer for employment. A criminal history report, Child Maltreatment Central Registry report, Adult and Long-Term Care Facility Resident Maltreatment Central Registry report, and Motor Vehicle Report (Driver positions only) are obtained. If applicant has lived outside the State of Arkansas in the past 5 years a criminal background report will be obtained from the state where the applicant had lived prior to living in Arkansas. The following automatically disqualifies the candidate:

- a. A person who has been convicted of a misdemeanor or felony for a drug or substance abuse related offense during the last five (5) years **shall** not drive or attend passengers.
- b. A person who has been convicted of **any** sexual offense or crime of violence **shall** not drive or attend passengers.
- c. A person who has been convicted of any felony during the last five (5) years **shall** not drive or attend passengers.
- d. A person who has been convicted of a crime listed in Ark. Code Ann. § 21-15-101 et seq. **shall** not drive or attend passengers.
- e. A person who has been named as an offender or perpetrator in a true, substantiated or founded report from the Child Maltreatment Central Registry or the Adult and Long-Term Care Facility Resident Maltreatment Central Registry **shall** not drive or attend passengers.



- f. Current and potential drivers who receive any combination of two (2) moving violations or accidents where the driver was at fault, during the last twelve (12) months **must** be removed from service. This includes violations and accidents in the driver's personal vehicle/s.
- g. Individuals who currently have or have had a suspended or revoked driver's license, commercial or other, within the last five (5) years, are prohibited from driving for any purpose under this contract

Drug and Alcohol – AAAWA has a comprehensive Substance Abuse/Testing Policy that mirrors a Non-USDOT drug and alcohol testing program that mirrors the USDOT requirements. The program is monitored and enforced by a Designated Employee Representative (DER) as a condition of employment all Drivers and Attendants will be subject to the following:

- a. Pre-Employment Testing
  - Once employment has been offered applicant will be required to submit to a pre-employment drug test. If applicant tests positive or refuses to test the offer of employment shall be terminated.
- b. Reasonable Suspicion Testing (Drug and if applicable Alcohol)
  - Will be conducted when a person who has been trained observes behavior consistent with drug and/or alcohol abuse.
- c. Post-Accident Testing (Drug and if applicable Alcohol)
  - Will be conducted when an accident occurs that results in property and/or personal injury.
- d. Random Testing (Alcohol and Drug)
  - Random testing will be performed on a quarterly basis for Transportation Providers. Random testing will mirror USDOT Non-DOT required drug and alcohol percentages per Federal Transit Authority guidelines.

Broker and Sub-contractors **must** not use drivers who are known abusers of alcohol or known consumers of narcotics or other drugs that could impair their ability to perform their duties.

If the Broker suspects a driver to be driving under the influence of alcohol, narcotics or other drugs, the Broker will immediately remove the driver from providing service to Medicaid beneficiaries until satisfactory review by the Broker, Sub-contractor, and DHS/DMS is completed.



## **Performance Monitoring**

AAAWA is committed to making sure that Transportation Department employees are providing the highest quality of service to the beneficiaries that we serve. AAWA recognizes that the greatest asset that any company can have is their employees. As an asset, AAWA is devoted to investing in each employee. This includes not only classroom training but also assessing the strengths of employees to optimize their performance. Employees are encouraged to foster a team spirit.

## **Training and Education**

AAAWA recognizes the importance of training not only as a new employee but existing employees. The benefits include improving morale, less supervision, fewer mistakes, and increased productivity. A skilled workforce is needed to achieve strategic and operational plans.

## **Call Center Training**

Through a combination of classroom and on the job training our call center agents are guided through the processes and procedures. Beyond initial onboard training the call center agent will be placed with an experienced agent to first observe and then to handle live calls under the supervision of the experienced agent. The training will be conducted for a period of one week.

Training topics include but are not limited to:

- HIPAA and Confidentiality
- Qualifying The Request For Service
- Managing Complaints
- Arkansas Medicaid Portal
- Processing The Call

## **Transportation Provider (Driver/Attendant) Training**

Provider training is conducted online, in the classroom and on the job training. After receiving classroom instruction new Transportation Providers will be assigned to an experienced transportation provider trainer to observe and then apply what they have learned. The new transportation provider will be graded on their performance. The training experienced transportation provider completes a check off list of what was covered and completed by the new transportation provider. Initial training is conducted over a 40-hour period.





Training topics include but are not limited to:

- Accident/Incident Reporting
- HIPAA And Confidentiality
- Drug Free Workplace
- Seatbelts And Child's Car Seats
- Child Safety Alarm
- Mandatory Reporting
- ADA Compliance
- Distracted Driving
- Defensive Driving
- Wheelchair Lift Operations
- Child Passenger Safety
- CPR/First Aid Training Will Be Scheduled If Provider Is Not Certified

After initial classroom training is complete the new Transportation Provider is placed with an experienced Transportation Provider. The experienced Transportation Provider will demonstrate and explain job duties in relation to what the new Transportation Provider has already learned. The new Transportation Provider will then be given the opportunity to demonstrate and explain what they have learned. The experienced Transportation Provider will evaluate the new Transportation Provider utilizing a AAAWA training checklist. The checklist will be kept in the new Transportation Provider's personnel file.

### **Tracking Training**

Each Transportation Provider is entered into the Master Driver Training tracking spreadsheet (**Figure 2.4.E.7.4 Page 93**). The spreadsheet tracks required training by date. Certificates are issued for training subjects and copies of those are scanned to the AFMC Portal for compliance. The original copies are retained in the individual Transportation Provider's personnel file.

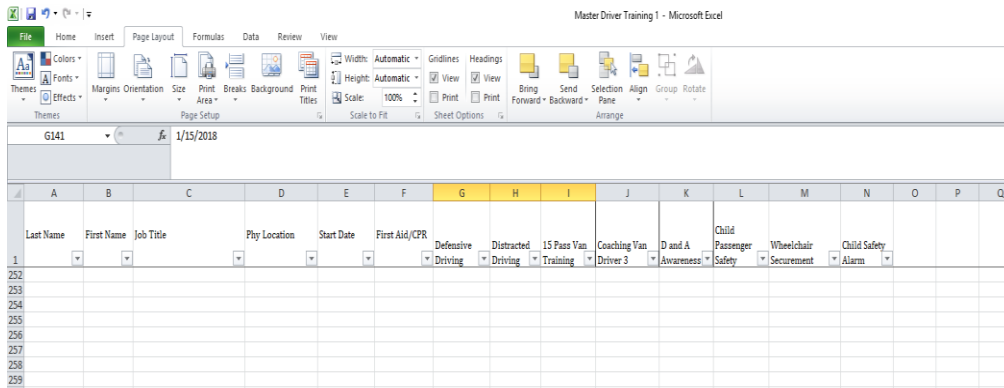


Figure 2.4.E.7.4 Master Driver Training Spreadsheet

Transportation Coordinators are responsible for monitoring their respective call center agents' activity on a daily basis. Recorded phone conversations between the agents and beneficiaries are randomly screened. The screening is part of the AAAWA QAP to ensure that we are providing the highest quality of service to our beneficiaries. Areas of concern focus on:

- Is the agent interested in the needs of the beneficiary and interested in helping?
- Is the agent displaying appropriate empathy to the beneficiaries' situation?
- Is the agent friendly and welcoming?
- Is the agent interacting in a personalized manner?
- Is the agent acting in a professional manner?
- Is the agent acting in an effective way?
- Is the agent adaptable to the beneficiaries' needs and displaying good listening skills?

Transportation Coordinators will use these call assessments to identify coaching opportunities with the call center agents. Each assessment will be tracked internally.

A monthly report will be furnished to the DHS/DMS Monitor Contractor outlining the following metrics:

- Calls received
- Calls answered
- Calls abandoned
- Percentage of calls abandoned
- Average speed to answer calls
- Average talk time

Call center reports will also be provided per request from the DHS/DMS Monitor Contractor.



## **Transportation Provider Monitoring**

Prior to any Transportation Provider providing services for AAAWA approval they must meet all of the requirements set forth by the AAAWA Human Resources and Transportation Departments. All credentialing documentation must be verified and approved by both departments. Documentation is then submitted to the DHS/DMS Net Monitoring Contractor for their final approval.

Transportation Provider compliance is tracked both internally by AAAWA and externally by our DHS/DMS Net Monitoring Contractor. Transportation Providers are given a 30 day notice of documentation that is expiring for which they are responsible. AAAWA makes every effort to ensure that there is no lapse in credentials. In the event that a lapse in credentials occurs the affected Transportation Provider will be placed into an “inactive” status and unable to provide services.

Sub-contracted services for Transportation Providers will be tracked internally and externally as well. Sub-contracted Transportation Providers must be in 100 percent compliance with all applicable regulations, processes, and procedures set forth by contractual agreement between AAAWA and sub-contractor.

## **Transportation Provider Satisfaction Surveys**

Our DHS/DMS Net Monitoring Contractor will monitor our performance based on established criteria set forth by contract. Along with telephone contacts, evaluation and verification of encounters, and on-site inspections satisfaction surveys will be conducted. Results of the surveys will be published in a quarterly report provided to AAAWA.

## **Performance Standards**

AAAWA has clearly defined performance standards which measure the overall performance of NET Program Services. The defined minimum operational objective deliverables or performance standards addressed by the QAP are the following:

- Provide an efficient reservation system for eligible beneficiaries
- Provide timely transportation for eligible beneficiaries
- Provide transportation to and from Medicaid covered services
- Provide appropriate transportation for eligible beneficiaries
- Immediately reporting suspected maltreatment to hotline(s)
- Ensuring that all Transportation Providers (drivers and attendants) meet all criminal, child maltreatment, and adult maltreatment requirements
- Ensuring that all vehicle used for NET transportation meet requirements
- Ensuring that all vehicles are operated in accordance with requirements



- Ensuring that Transportation Providers (drivers and attendants) take safe care of beneficiaries during transport
- Verifying beneficiaries eligibility for NET transportation
  - Medicaid
  - Residence
  - Need for transportation
  - Destination
  - Time of appointment verification
  - Reporting
  - Information
  - Records

All requirements are pursuant to the requirements set forth by the RFP.

### **Schedule and Delivery Standards**

AAAWA required NET providers to meet and strive to exceed minimum delivery standards for scheduled services. Medicaid beneficiaries will be transported in a safe and timely fashion to and from scheduled appointments.

- Medicaid beneficiaries will be advised of pick-up times at the time the transportation request is made.
- Transportation providers will arrive at the pick-up location no later than fifteen (15) minutes after scheduled pick-up time.
- Transportation providers will deliver the beneficiary to the site of the scheduled medical appointment fifteen (15) minute's prior to the scheduled appointment, but no earlier than one (1) hour before the appointment.
- Providers are not required to wait for the beneficiary more than fifteen (15) minutes after the scheduled pick-up time.
- The Broker will contact and confirm the scheduled pick-up time with the beneficiary within twenty-four (24) hours of the pick-up.
- The dispatcher or sub-contractor **must** notify the Medicaid service provider to report late arrivals or deliveries.
- The Broker will monitor return trips to ensure beneficiaries are delivered home in a timely manner.
- If a delay of fifteen (15) minutes or more occurs, the Broker **must** contact the beneficiary's point of pick-up to the destination.
- In a multiple-passenger situation the Broker will ensure that all beneficiaries are not in a vehicle more than one (1) hour longer than the average travel time for direct transport from the beneficiary's point of pick-up to the destination.



- When scheduling is requested by the beneficiary's authorized representative, the Broker **must** advise the representative that the beneficiary **must** be accompanied by a caretaker if beneficiary's age, disability, or other conditions prevent the beneficiary from being able to act on his/her own in a safe and competent manner.
- The Broker **must** ensure that at any destination site the beneficiary is not left alone in circumstances which may place him/her in danger.
- The driver and attendant are responsible to ensure the beneficiary is left at the correct destination.
- The Broker **must** ensure the beneficiary is not delivered and dropped off prior to the opening of the destination site.
- The Broker will ensure that the beneficiary is picked up prior the closing of the site.

### **Vehicle Routing and Dispatch**

AAAWA utilizes a software application specifically designed to assist in dispatch, accounting, and billing for Non-Emergency Medical Transportation. Call center agents more specifically Dispatchers and Schedulers working closely with Transportation Coordinators provide effective pickup and delivery solutions for the beneficiaries that we serve. While maintaining company directed expectations Dispatchers and Schedulers plan and coordinate the Drivers daily trips focusing on maximizing the drivers' utilization while not compromising the beneficiaries needs.

Transportation Providers are directed to stay in contact with their respective call center throughout the day to communicate any disruptions which could pose a risk of being outside of contractual standards. Routers coordinate with other Transportation Providers to assist in the event that service disruptions occur.

### **Accident and Incidents**

AAAWA has an established a policy concerning the reporting and investigation of accidents/incidents. This policy is compliant with DHS/DMS requirements. The prime objective of accident investigation is prevention. Finding the causes of an accident and taking steps to control or eliminate it can help prevent similar accidents from happening in the future.

### **Accident Reporting**

The following are the steps taken when an accident occurs.

- a. The transportation provider will immediately assess the situation and ask all passengers (if present) if they are ok.
- b. The transportation provider will then call 911 to report the accident. Law enforcement and emergency medical services will be requested regardless of whether anyone says they are injured or not.
- c. Once the proper authorities are contacted the transportation provider will contact their respective AAWA transportation office to report the accident.



- d. The transportation provider will provide details such as location, names of passengers on board, description of what occurred, and if any injuries were initially reported.
- e. The transportation provider will be required to obtain the responding law enforcement officer's name and phone number in order to get a copy of the completed accident report when available.
- f. The transportation provider will be required to take a post-accident drug screen immediately after the accident scene has been cleared. Post-accident drug screens are required within an 8 hour period after the accident.
- g. If the transportation has passengers the respective transportation office for the driver will arrange for the passengers to be covered.
- h. The transportation provider will be required to report to the respective transportation office as soon as possible to fill out the required accident investigation paperwork.

### **Accident Investigation**

The following are the steps taken when an accident occurs.

- a. Once an accident has been reported it is the Transportation Project Director will notify the DHS/DMS NET Monitoring Contractor of the accident.
- b. All documentation to include statements, reports, photographs, law enforcement reports, drug screen results, etc. will be reviewed by the Transportation Compliance Coordinator.
- c. A report will be generated by the Transportation Compliance Coordinator summarizing the facts surrounding the accident. An initial determination of "preventable" or "non-preventable" will be established for the accident.
- d. The Transportation Compliance Coordinator will send all documents to the "Accidents" email group. The email group is comprised of members of the corporate staff of AAAWA aligning different disciplines for review of the accident.
- e. The respective Transportation Coordinators will be responsible for any corrective actions concerning the Transportation Providers per corrective action guidelines.
- f. A copy of the accident reports will be maintained in both the Transportation Provider's file as well as the vehicle file involved.

### **Progressive Discipline Policy**

AAAWA utilizes various solutions to resolve issues discovered through the QAP monitoring process. Solutions include new or revised policies and procedures, coaching and counseling sessions, revisions to functional responsibilities or development of new business practices. AAAWA makes every effort to make sure that NET Providers receive the necessary training to be successful in the performance of their duties. In the event that informal actions have not



altered/eliminated inappropriate behavior/performance AAAWA has adopted a Progressive Discipline Policy to deal with job-related behavior that does not meet expected and communicated performance standards that are set forth in our QAP.

The process of progressive discipline is not intended as a punishment for an employee, but to assist the employee to overcome performance problems and satisfy job expectations. Progressive discipline is most successful when it assists an individual to become an effectively performing member of the organization.

The AAAWA Progressive Discipline Policy consists of four stages.

- Counseling and Verbal Warning
- Written Warning
- Final Written Warning and Suspension
- Recommendation for Termination of Employment

Each stage is fully described in the AAAWA Progressive Discipline Policy. However, AAAWA reserves the right to combine and skip steps depending on the circumstances of each situation and the nature of the offense. Furthermore, employees may be terminated without prior notice or disciplinary action.

### **Fraud and Abuse**

AAAWA takes Medicaid fraud seriously. Accordingly, AAAWA has implemented measures to prevent and detect Medicaid fraud, waste, and abuse. These measures include the use of technology and independent auditors.

AAAWA also has implemented measures to prevent and detect Medicaid fraud at the billing level. AAAWA's billing software; Delta Health Technology and Route Match have built in measures to ensure integrity of billing. AAAWA relies on more than technology to prevent and detect Medicaid fraud, waste, and abuse. In order to ensure proper financial management of the organization, each year AAAWA engages the service of an independent accounting firm to conduct an audit. As a regular part of the audit, the firm investigates any suspicions or evidence of fraud, waste, and abuse, including Medicaid.

Perhaps the most important tool AAAWA has to detect and prevent fraud, waste, and abuse, is AAAWA's ethics standards. AAAWA is committed to the highest standards of legal and ethical conduct in all its practices. The continued success of the agency is dependent upon the ethical conduct of its representatives. All AAAWA representatives are responsible to ensure that their behavior and activity is consistent with this ethics standard, as well as agency policies and procedures, and applicable federal, state, and local laws, and regulations, including Medicaid integrity laws. AAAWA expects each representative to abide by the principals of the



ethics standards set forth herein. As part of this responsibility, all agency representatives are expected to report any activity or practice that may violate this ethics standard, including any suspicion of potential Medicaid fraud, waste, or abuse, to their Transportation Coordinator or to the President/CEO.

### **Complaints**

AAAWA is dedicated to providing excellent customer service and maintaining a healthy relationship with the beneficiaries that we serve. A complaint process is in place to ensure that complaints are handled as efficiently and effectively as possible.

Complaints are typically received by telephone but can be received in other written formats such as emails or letters. Complaints can also be received through the DHS/DMS Net Monitoring Contractor.

### **Step By Step Complaint Process**

- a. Once a complaint is received it is forwarded to the respective Transportation Coordinator.
- b. The complaint is entered into the Complaint Log spreadsheet.
- c. The Transportation Coordinator begins the investigation of the complaint.
  - Transportation Coordinator will take immediate action if complaint is deemed volatile or could cause immediate harm to the business
  - Transportation Coordinator will conduct necessary interviews of complainant and other party/s involved in the complaint
  - Transportation Coordinator will review and collect any documentation associated with the complaint. This can include but not limited to recorded phone calls, audio/visual recorded video, and Transportation Provider submitted documentation.
  - The Transportation Coordinator will review all documentation and determine if the complaint is sustained or not sustained.
  - If no clear determination can be reached the Transportation Coordinator may request assistance from their respective Transportation Coordinator and/or the Human Resources Department.
  - If a complaint is found to be sustained the appropriate step/s of the Progressive Discipline Policy will be followed after reviewing the decision with the Human Resources Department.
  - Transportation Coordinator will document in detail on the AAWA Complaint Form (**Figure 2.4.E.7.5 AAWA Complaint Form Page 100**) the complaint and subsequent investigation. The form will be retained in file and a copy sent to the Transportation Project Director.





- Transportation Coordinator will contact the complainant with the results of the complaint investigation.
- In the event that a complaint is received from the DHS/DMS NET Monitoring Contractor the Transportation Project Director will directly handle the complaint and communicate with the DHS/DMS Net Monitoring Contractor.
- Complaints will be handled within the first 24 hours after the complaint is received.
- A monthly compilation and analyzation of the complaints will be conducted to ensure quality services to the beneficiaries

**Area Agency on Aging**  
 Of Western Arkansas, Inc.  
 Corporate Office  
 524 Garrison Avenue  
 P.O.Box 1724  
 Fort Smith, Arkansas 72902  
 (479) 783-4500

Jennifer Hallum  
President and CEO

Dina Newman  
Transportation Project  
Director

COMPLAINT LOG FORM

| Patient Information |                          |  |
|---------------------|--------------------------|--|
| Patient Name:       | Patient Phone:           |  |
| Patient Address:    |                          |  |
| Contact Name:       | Relationship to Patient: |  |

| Complaint Information                            |                     |                      |
|--|---------------------|----------------------|
| Date Reported:                                   | Date Occurred:      | Complaint Taken By : |
| Complaint Documentation:                         |                     |                      |
|  |                     |                      |
| Corrective Action Taken by Agency:               | Date:               |                      |
|  |                     |                      |
| Was Complaint Resolved?                          | Date of Resolution: |                      |
| If Not Resolved, Forwarded to who and Date Sent: |                     |                      |
|  |                     |                      |
| Investigation Follow up:                         | Date:               |                      |
|  |                     |                      |

|                       |
|-----------------------|
| Signature/Title/Date: |
| Supervisor Signature: |

(479) 783-4500                      NON-PROFIT ORGANIZATION                      Fax (479) 783-0029

Figure 2.4.E.7.5 Complaint Form



## 2.5 OPERATIONAL REQUIREMENTS

### A. Day to Day Operations

The Transportation Project Director assumes responsibility for the day to day operations of all transportation services. Our Quality Assurance Manager / Trainer, will oversee the annual and on going safety training for all vehicle operators and field observations of operations. AAAWA's core team will ensure we have sufficient staff to meet the needs fo the requested trips.

AAAWA has procedures in place to screen driving records of each prospective vehicle operator prior to hiring and to monitor and report any serious traffic violations which result in points or a felony offense of a hired vehicle operator. Our management staff monitors all driver/attendant records to make sure we have the most up to date information logged into the Monitor's portal. We additionally do field observations of drivers and attendants to ensrue they are following all procedures and providing safe reliable transportaiton.

AAAWA has a very aggressive maintenance program. Our oil is changed at every 5000 miles. With every oil change the tires are rotated, brakes are inspected, fluid and belts are inspected, and additional items such as motor mounts to ensure that only the safest vehicles are on the road providing services. All vehicles in our fleet are subject to monthly inspections by our Fleet Inspector as well as random inspections. Our fleet is also insepcted by the Medicaid Monitoring Inspector to ensure that they are road worthy at all times. All maintenance records are filed by vehicle tag number and kept at corporate office.

Safety oversight including safety audits are completed by our Quality Assurance Manager (**See QAP on page** ). Audits are scheduled monthly in conjection with unannounced audits to ensure we are following all safety procedures and guideline, and monitor staff levels including vehicle operators and their training.

Investigation of accidents and Incidents is completed by AAAWA's Investigator. The Investigator will be responsible for reporting incidents and accidents to DHS/DMS NET Monitoring Contractor within one (1) working day in the format prescribed by the NET Monitoring Contractor.



## 1. AAAWA Fleet and Training Program

Our fleet, which comprises of more than **300** vehicles, are strategically located in multiple areas in Regions 1, 3, 5, and 6. AAWA



Transportation offers a vast range of different vehicles types so that we can provide our clients transportation to meet their individual needs. We track trends when scheduling and coordinating trips and can move vehicles where there is higher demand for specialty NET Service needs. Aside from our own vehicles, AAWA has built a great relationship with 11 NET providers. The NET subcontractors contribute an additional 150 vehicles that are available for trip scheduling which provides more flexibility and opportunities for expansion.

The AAWA Transportation maintenance program is meticulous when it comes to keeping our vehicles and provider vehicles in excellent working condition. Each region has a vehicle inspector that performs monthly inspections, tracks, schedules vehicle maintenance accordingly, and serves to assist in training needs. In addition, we have 12 designated trainers. This along with driver pre-trip inspections allows for excellent upkeep and continuity of service. Only certified shops and mechanics work on AAA's fleet vehicles. From the basic oil change every 6,000 miles or engine repair, AAA's fleet will only be running safe vehicles on the road.

AAAWA Transportation hires the best-qualified individuals to drive its fleet vehicles. All Driver candidates complete a comprehensive background check, adult maltreatment, and drug screening prior to being hired. Drivers are provided training by our Quality Assurance Management team and 2 weeks of training with a highly qualified and experienced driver before assigned a route.

The training program covers the following:

- Driver Procedures
- Safety/Emergency
- Maintenance and Repair
- Wheelchair Safety & Lift Operations
- Accident Reporting
- Mandatory Reporting
- CPR Certified within 90 days
- Defensive Driver Training
- Distracted Driver Training
- ADA Training
- Child Safety Seat
- Pass Training



Proposed Transportation Organizational Chart (Figure 2.5.A.2)

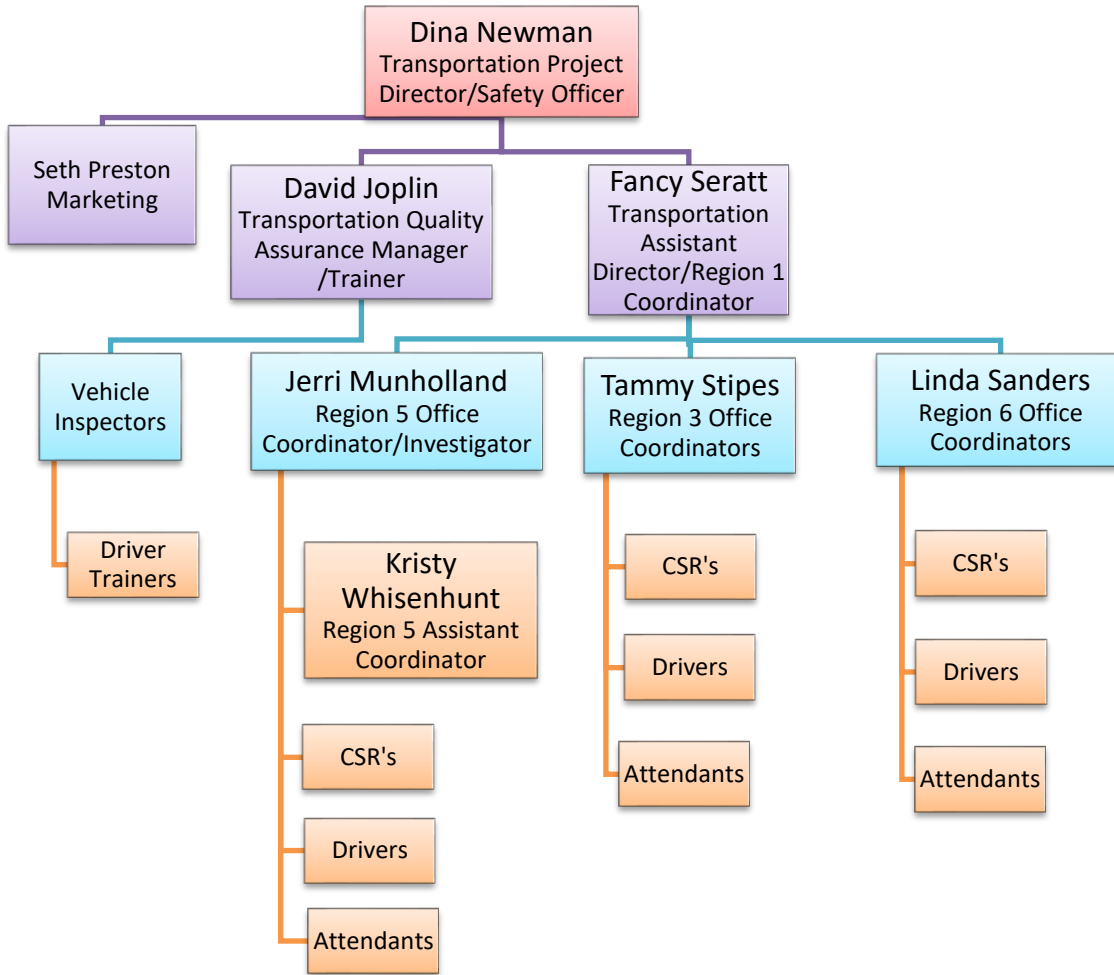


Figure 2.5.A.2 Transportation Organizational Chart

## B. Broker Office Operations

AAAWA's corporate transportation office is located on the 4<sup>th</sup> floor of our corporate office at 524 Garrison Avenue in historical downtown Fort Smith. The hours of operation are 7:30 a.m. until 5:30 p.m., Monday through Friday, except on days recognized as state holidays.

In addition, we also have offices in Fayetteville, Russellville, and Searcy providing services that follow the same office hours as corporate.

The Transportation Projector and scheduling staff are located at our Corporate Central Office.

## C. Central Business Office Requirements

### 1. AAA Call Centers

AAAWA currently has four fully staffed Transportation Call Centers (30+ Customer Service Representatives) located in Fort Smith, Russellville, Fayetteville, Northwest Arkansas and Searcy already providing service.



### 2. Designated Central Business Office

Our call centers now receive a combined average call count of approximately 38,000 calls per month. AAWA is very proud of its staff and the professional way they represent the company. One of the main keys to our great customer service is the Call Center having a great relationship with all our NET providers, healthcare facilities, and many of the clients. We are proud to present our hard-working Transportation team as an experienced and valuable resource as part of this proposal.

AAAWA will utilize the knowledge and skills of our key personnel in addition to support staff. Dina Newman, Transportation Project Director will lead our team. Ms. Newman led our successful transition in Regions 1 and 3 and will work hand in hand with our support staff to ensure we meet any challenge. Our agency currently has offices in Fort Smith, Russellville,



Fayetteville, and Searcy. Our transportation staff is experienced in startup and day to day operations. As the current Broker/Provider in 4 regions we have all procedures in place.

### 3. Other office in Addition to Central Business Office

With additional offices located in Fayetteville, Russellville, and Searcy we are better able to serve the region's beneficiaries.

In all locations, AAAWA will provide reservations and scheduling services from 8:00 to 5:00 p.m. A member of the transportation staff is on duty 24 hours per day, 7 days a week in case of emergencies. Transportation services for beneficiaries who require necessary regular medical care, such as dialysis and cancer patients, will be provided on Saturdays from 8:00 a.m. until 5:00 p.m. as required or as predicated on the need of the beneficiary and although the business office may be closed on certain dates, we are still responsible for transporting beneficiaries who require necessary routine medical care, such as dialysis and cancer patients who generally have set treatment days.

### 4. Project Director and scheduling staff located at Central Business Office

Our Project Director and scheduling staff are located at our central business office.

### 5. Scheduling Staff at Central Business Office

AAAWA agrees that the scheduling staff will be at our Central Business Office during normal business hours and any additional hours necessary to perform the scheduling activity.

### 6. Internet Access

AAAWA has internet access at the central business office at all times during business hours and the capability to send and receive emails.

### 7. Administrative Phone Number

AAAWA will provide DHS/DMS NET Monitoring Contractor with an administrative Telephone number that will enable DHS/DMS staff to reach the Project Director directly without going through the scheduling staff.

### 8. Reproduce Documents

AAAWA has the capacity to reproduce documents when requested including electronic method if it is preferred.



## 9. Documents Housed at Central Business Office

AAAWA keeps all records pertaining to the contract at our central business office and they are retrievable within five (5) business days for review at the request of DHS/DMS and its authorized representatives.

## 10. Fire Resistant Container / Storage

AAAWA subscribes to fire/alarm services through Johnson Controls. Johnson Controls performs an annual inspection on our Simplex fire alarm system M-155. The inspection is a thorough check of all fire units located on all floors. This meets all fire safety standards in the state of Arkansas.

## D. Hours of Operation

1. AAAWA hours of operation are from 8:00 a.m. to 5:00 p.m. Monday through Friday, with exception days recognized as State Holidays.
2. AAAWA will maintain scheduling services, at a minimum, for the above referenced times.
3. NET services shall be provided on Saturday from 8:00 a.m. until 5:00 p.m. for beneficiaries receiving:
  - Dialysis
  - Chemotherapy
  - Radiation
4. Chemotherapy and Radiation and is scheduled based on the need of the beneficiary.
5. AAAWA agrees that although the business office may be closed on certain dates, the Broker is still responsible for transporting beneficiaries who require routine medical care as stated and who generally have set treatment days.

## E. Telephone System Requirements

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

AAAWA agrees at a minimum we shall provide a toll-free complaint line and a transportation help-line which must:

- Have the capability to respond to the hearing impaired;



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

AAAWA further agrees that as the contractor we shall:

- Process one hundred percent (100%) of complaints received pursuant to complaint resolution process;
  - Send information about the complaint line to newly enrolled Medicaid beneficiaries
  - Maintain a database of all complaints and their disposition
  - Maintain a computer database of all calls received on the transportation help-line and their disposition
  - Respond to elected official, and public requests for information regarding the NET program subject to the approval of DMS
1. AAWA agrees to provide Medicaid beneficiaries, or persons or agents acting on behalf of the beneficiary, with long-distance toll-free access to schedule trips.
  2. AAWA also agrees that access to the hearing and speech impaired must be provided by the appropriate telecommunication equipment.
  3. AAWA agrees that as the Broker we must answer eighty-five percent (85%) of all calls within thirty (30) seconds and ensure that the wait time after answering does not exceed five (5) minutes.
  4. AAWA agrees all telephone calls received by the Broker from a beneficiary or agent before 5:00 p.m. business days, including voice-mail, must be returned before the end of the day.
  5. AAWA agrees that personnel assigned to the telephone must maintain a courteous and polite attitude in all dealings with the public.
  6. AAWA agrees that personnel must identify the Broker and themselves by name upon answering.
  7. AAWA agrees that should the Broker operate any additional transportation services other than the NET program, the Broker shall ensure that the programs are operated separately and that Medicaid beneficiaries have access to reservation staff during designated business hours.
  8. AAWA agrees the ensure this the Broker must provide separate telephone numbers for Medicaid beneficiaries.
  9. AAWA agrees for quality assurance purposes, the Broker must have a system in which phone calls are recorded and maintained for up to one (1) year from the date of the call.
  10. AAWA agrees the Broker shall establish and maintain a log of complaints and issues from beneficiaries and providers, and providers' office staff.



a. Telephone Capabilities

Area Agency on Aging Transportation uses Allworx VOIP Communications platform with advanced ACD communications capabilities and a feature rich telecommunications infrastructure (**Figure 2.5.E.a Page 108**). Area Agency's Information technology team can easily route NET calls to any of its 4 Arkansas call centers in the event that one of the call centers experiences downtime.

The Allworx IP voice communications phone system server platform lives in a redundant Quality of Service (QoS) Multiprotocol Label Switching environment (MPLS). With phone system appliances installed at all Area Agency on Aging Call Centers, call distribution is handled via sip trunks connected to Windstream's Little Rock AR data center through our fiber circuits.

Should an appliance go offline, call center queue calls will automatically be re-routed to nearest AAA call center until the appliance comes back online and can resume taking calls again. The redundant MPLS network allows AAA to maintain 99.9% uninterrupted service. Smart Cisco routers handle multiple circuit switching, when service degradation is noticed switching happens automatically for zero downtime. Should overflow occur on the primary circuit, these calls are also re-routed to an available call center circuit.



*Figure 2.5.E.a Allworx VOIP Communication Platform*

b. Call Routing

The Allworx advanced call center Call queue features allow AAA to configure a variety of call processing schemes.

1. Initial Auto attendant message (Less than 30 seconds long).
  - a. English and Spanish options
  - b. Spanish calls are automatically forwarded to Spanish speaking CSR's
2. Holiday/educational on hold messages.
3. Voicemails are emailed to all appropriate CSR's when a message is left

All CSR's are able to transfer calls if needed.



AAA will provide toll-free telephone lines for the duration of the contract. These lines will be available for calls 24 hours a day, seven days a week. Business hours are from 8am to 5pm. After hours callers will be able to leave a message if desired.

### c. Telephone Line Requirements

Area Agency on Aging Transportation will provide local and toll free numbers in support of this contract. AAA customer service representatives will support all lines during the business hours of 8am to 5pm. All IFB requirements regarding call volume, speed of answer, abandon rate, and other requirements will be met by Area Agency on Aging. Line capacity will be scalable to accommodate the increase or decrease call volume of NET services.

Area Agency already uses the extremely reliable Windstream MPLS platform for both voice and data. With Allworx VOIP and SIP trunking services connected to Windstream's Little Rock Data Center our network has the capacity to easily expand and deliver crystal clear QoS voice services.

Available toll-free number and emergency numbers:

1. NET toll free number (Monday through Friday 8am-5pm)
  - a. Urgent same day/next day after hours hospital discharge. Calls must be made before 5pm.
2. Dedicated toll-free number for health care providers.
3. Dedicated toll-free number for complaint submissions.
4. Dedicated lines for personal use so business calls are not affected.
5. Hearing impaired, TDD/TTY services will be provided by AT&T through the Direct Relay System.

If there is need, Area Agency on Aging Transportation will install additional toll-free numbers to accommodate the increase in population/Arkansas NET clients. Our call centers already have the capacity to handle the following required performance measures.

1. Answer 85% of calls within (30) seconds
2. Calls placed on hold are not to exceed an average of 5 minutes.

If an Area Agency transportation driver or transportation provider will not arrive on time to the client's appointment, AAA's call center agents will call the health/medical provider to inform them of the beneficiaries' late arrival.

d. High Volume Calls

Area Agency’s advanced telephone system call queue features allows calls to be answered by any handset on any of our 4 calls centers if necessary during high volume calls. Additionally, calls can be routed to mobile phones during inclement weather or disaster recovery situations.

e. Call Recording

Area Agency on Aging Transportation records every call center agent call for quality assurance and quality management using SIP Print and Call Cap voice recording utilities (**Figure 2.5.E.e.1 Page 110**). SIP print and call cap are cloud-based solutions that allows AAA admins and supervisory personnel to access recordings from any location with internet access (**Figure 2.5.E.e.2 Page 111**). This tool is used to ensure call center agents adhere to company policies and procedures. Additionally, this tool is used for quality assurance purposes. It helps AAA determine if a complaint is valid or invalid. Calls are easily downloaded in .wav format or they can be emailed directly from the application interface to DHS/DMS within a twenty-four-hour request. Immediate access is available for call 1 year old. Older calls are archived, kept for the remainder of the contract and available upon request.

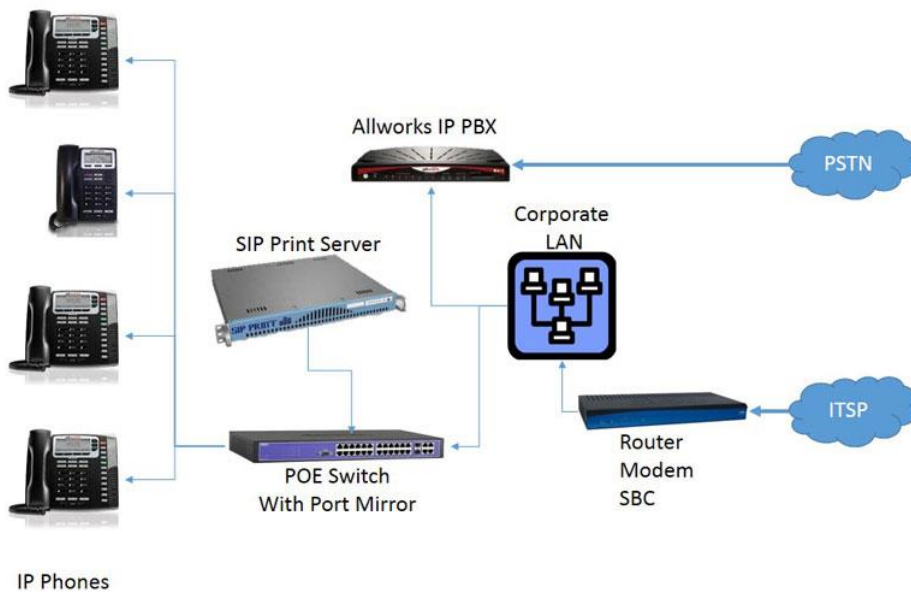


Figure 2.5.E.e.1 SIP Print Recording

Proprietary and confidential



LAN/WAN Infrastructure Topology  
Firewall / Security Appliance /  
Redundant Internet Connection Details

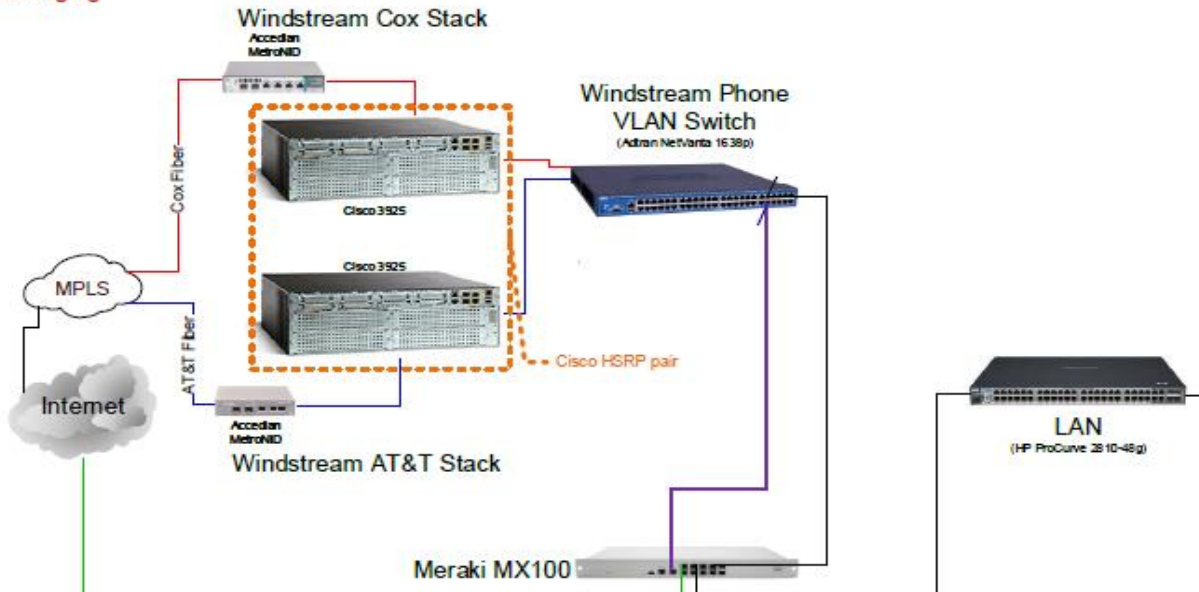


Figure 2.5.E.e.2 Area Agency on Aging MPLS Network Infrastructure

Proprietary and Confidential

f. Call Handling

Per the IFB contract, all calls will be answered within 5 rings and wait time will not exceed 5 minutes to speak with a live customer service representative. Call center agent are trained to provide courteous service and identify themselves by name at start and end of each call.

g. Call Center Reports

The Allworx ACD view provides feature rich reporting capabilities. Area Agency on Aging Transportation can provide reports in hard copy or digital format upon quest. AAA can provide these reports:

- Average call wait time
- Average speed to answer in seconds
- Average number of calls answered daily
- Number calls answered daily
- Number of incoming calls daily
- Average talk time in seconds
- Number of calls placed on hold



- Average time on hold in seconds
- Number of calls abandoned daily
- Average time on hold before abandonment in seconds

Number of available operators by time of the day and week

### h. Arkansas Relay Services

Area Agency on aging will utilize the services provided by the Arkansas Relay to accommodate the needs of the hearing and speech-impaired beneficiaries. All call center staff will be trained to use relay services, with retention training occurring every 6 months.

### f. Transportation Reporting and Data Collection Capabilities

Area Agency on Aging has the ability to generate detailed reports for analytical and submitting purposes. Area Agency has advanced NET software and call center reporting software that allows AAA to perform integrity checks and ensure that trip information and other critical data is properly saved and maintained. The following are some of the reports AAA generates.

- Call Center Agent Daily/Weekly/Monthly Performance Reports
- Call Center Queue Daily/Weekly/Monthly Performance Report
- Call Center Monitoring Monthly Repots
- Call Center Quality of Service Daily/Weekly/Monthly Report
- Summary Trip Report
- NET Driver Report
- NET Clients Report
- NET Trip Report
- NET Vehicle Report
- Billing and Payment Reports
- Approved Trips Report
- Time and Mileage Report
- Driver Manifest Reports
- NET Providers report



## F. Bilingual and Telecommunications Device for the Deaf

Area Agency on Aging Transportation makes every effort possible to provide call center agents that are fluent in languages prevalent in the geographical regions where service is to be provided. AAA staffs English and Spanish customer service representatives. Calls are handled according to caller's inputs. Callers are greeted and asked to indicate whether they want to hear prompts in English or Spanish. Spanish calls are then routed to Spanish speaking CSR's. For all other languages, AAA will utilize language line, one-hour translation, Net-Translators or any other language translation service. AAA will provide this service free of charge to beneficiaries.

AAAWA has the capability and will utilize a TDD service to meet the needs of beneficiaries with hearing and speech impairments.

## G. Technology Requirements

### 1. Central Business Office Technology

Call center customer service representatives use top of the line robust HP ProDesk small form factor workstations. These HP ProDesk workstations are top of the line Intel Core i7 machines with 8GB/16GB's of ram for high performance dual monitor setups for increased productivity. Agents have access to resources via network shared drives and NET application that lives in a secure VPN environment. Transportation Scheduler is the transportation client application that is installed on dispatch workstations. Users simply login to start a connection session to our hosted SQL server. Additionally, users can login to any available machine and immediately have access to the client application and all other resources.

CSR's use Allworx 9204G IP phones. These ACD enabled handsets are paired with wireless Plantronics headsets to provide agents incredible flexibility when taking calls and scheduling beneficiary appointments.

### 2. Encounter Information

Area Agency on Aging has strict information technology security and confidentiality measures in place. Any information retrieved, obtained, shared within Area Agency Transportation, produced, re-produced, and given to transportation providers will be in full compliance with HIPAA privacy policies. Area Agency does not share/exchange any information deemed confidential. AAA has network security measures and departmental policies in place that allow only authorized personnel to access HIPAA protected files or any other type of records that fall within their work scope.

To further increase confidentiality, Area Agency provides employees with the means to send secure email. Secure email can be sent using Microsoft Azure Encryption, which is built



into Office 365 Email. This allows AAA employees to send confidential information over the internet.

Area Agency on Aging's staff have extensive experience in file transmission, receiving secure data files in different formats, and data extraction from formats that include HIPAA 837. Area Agency has all the tools/software necessary to generate text-delimited files that are required for transmission. Additionally, AAA has file transmission capabilities through SFTP and other secure forms of encryption that include Microsoft Azure Encryption. Area Agency will utilize these tools to deliver encounter data to the Department of Human Services. Encounter data will be submitted securely before the last working day of the month through the Arkansas Medicaid portal.

### 3. Technology Requirements

AAAWA meets and exceeds the requirements at the following link:

<https://medicaid.mmis.arkansas.gov/Provider/Hipaa/compan.aspx>

### 4. Encounter Securely Submitted

AAAWA agrees that all encounter information must be securely submitted to the Arkansas Medicaid Fiscal Agent in EDI 837 format.

### 5. EDI 837 Test File

AAAWA currently utilizes the EDI 837 format but will submit a test file to Arkansas Fiscal Agent for review and approval prior to the start of operations.

### 6. Contract Start Date and Capability to Transmit

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

### 7. Data Stored Electronically

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



## 2.6 STAFFING REQUIREMENTS

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

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

### B. Individuals Employment (Criminal Offenses)

Area Agency on Aging of Western Arkansas, Inc. agrees to exclude from employment any individuals that have been convicted of one (1) of the offenses listed in the IFB (IFB Section 2.6.B). We will verify if the applicant has resided in the State of Arkansas for the previous five (5) years prior to their application and if a new resident will provide a State Background check for the State the individual resided in prior to Arkansas. We understand that the authorization to release background information must be signed for AAAWA, subcontractors, and DHS/DMS NET Monitoring Contractor to receive background check results.





## 2.7 BROKER RESPONSIBILITIES

### A. Safe and Appropriate Transportation

1. Area Agency on Aging of Western Arkansas, Inc. understands the most important function as a NET Broker is to facilitate safe, timely, and comfortable transportation of Medicaid beneficiary's to and from their medical appointments in all regions.
2. Area Agency on Aging of Western Arkansas, Inc. will provide transportation services for beneficiaries who have no other means of transportation available including transportation of escorts for minor beneficiaries or if medically necessary and will ensure all trips are authorized and eligible under the Medicaid and NET program rules through our commitment to the gatekeeping methodology.
3. Area Agency on Aging of Western Arkansas, Inc. understands that trips must be provided without the collection of any co-payment, or mileage caps as long as it is medically necessary and with a Medicaid enrolled provider.

### B. Personnel, Exclusion List

Area Agency on Aging of Western Arkansas, Inc. will verify all personnel against the State and Federal Medicare and Medicaid exclusion list. Our Agency will also check the Office of Inspector General (OIG) exclusions List of Excluded Individuals/Entities, The General Services Administration's Excluded Parties List System (EPLC) and the DHS/DMS exclusions list to assure that no Office Staff, Administrators, Managers, Board Members, Personnel Having Fiduciary responsibilities, Personnel receiving paid compensation, or volunteers has been added to the list.

### C. Personnel, Roster

1. AAAWA agrees that it is the Broker's responsibility to provide a roster and notify the NET contract monitor within five (5) business days of all changes.
2. AAAWA agrees the roster must include the following information for each person listed:
  - Name (Including maiden or previously used names)
  - Title
  - Date of birth
  - Social Security number
  - Date of hire
  - Date of discharge



3. AAAWA agrees employees of the Broker and the sub-contractor are prohibited from employment in any way connected to Medicaid transportation if they have been convicted of Medicaid or Medicare fraud, or been terminated from the Medicaid or Medicare program, or have been excluded from participation in any Arkansas DHS/DMS Program.

#### D. Submit Accurate Encounter (Trip) Information

Area Agency on Aging's staff have extensive experienced in file transmission, receiving secure data files in different formats, and data extraction from formats that include HIPPA 837. Area Agency has all the tools/software necessary to generate text-delimited files that are required for transmission. Additionally, AAA has file transmission capabilities through SFTP and other secure forms of encryption that include Microsoft Azure Encryption. Area Agency will utilize these tools to deliver encounter data to the Department of Human Services. Encounter data will be submitted securely before the last working day of the month through the Arkansas Medicaid portal.

AAAWA agrees the Broker shall submit encounter reporting, including:

- A record of the beneficiaries
- Medical providers
- Trip costs, etc., as required by DMS

AAAWA further agrees the encounter data must be submitted electronically according to DMS EDI 837 format, no later than the last day of the month after the month transportation was provided.

#### E. Broker Encounter (Trip) Information Responsibilities

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



### F. Assure Quality Services

Area Agency on Aging of Western Arkansas, Inc. agrees the Broker must ensure that Transportation Providers submit documentation, acceptable to DMS, which demonstrates adherence to all requisite health and safety standards for vehicle maintenance, operation, vehicular inspections as well as licensure, insurance and certification requirements, as applicable. AAAWA also agrees the Broker will maintain on file this documentation for inspection by DMS or its agent as well as documentation demonstrating all driver(s) qualifications and training(s); beneficiary problems/complaint resolution; and the delivery of clean, courteous, safe, and timely transportation service.

Documentation for each provider is managed through a combination of physical and electronic procedures including hard copy business files, shared image storage organized by transportation provider, and relational database storage/reporting of critical compliance data.

Our hard copy business file includes:

- Copy of the executed service agreement for each provider with AAAWA
- Transportation provider's company profile information
- Legal documentation defining the responsible corporate organization for reporting
- Permits/corporate license/regulatory documentation
- Insurance certificates for liability
- Vehicle listings updated monthly
- Driver listings updated monthly
- Copies of all driver credentials including licenses, training certificates, criminal background searches, sex offender searches, child/adult maltreatments, drug screening, and motor vehicle reporting.
- Records of the initial inspection and all subsequent inspections
- Date, odometer reading, and description of inspection activity that verifies the vehicle meets the contractual vehicle requirements including brake inspection, tire tread, turn signals, horn, seat belts, air conditioning/heating, and cleanliness.
- Copies of inspection reports including communications requiring follow up actions
- Reporting including driver complaints or accident/incident reporting

Area Agency on Aging of Western Arkansas, Inc. utilizes license plate matching processes as a means of **Vehicle Identification Technology**. All vans including those of the providers are tracked by the tag numbers as a consistent means for reporting and inspecting. It also aids in tracking incidents when calls are received involving complaints against a van or driver.



### G. Provide Administrative Oversight and Reporting

Area Agency on Aging of Western Arkansas understands the Broker is responsible for the management of overall day-to-day operations necessary for the delivery of NET services and the maintenance of appropriate records and system of accountability to report to DMS and respond to the terms of the contract.

Area Agency on Aging of Western Arkansas, Inc. has the experience and developed level of expertise surrounding the NET program services. Our team understands that clear communication is necessary between all parties to ensure our recipients receive the safe, reliable transportation that they deserve.

### H. Broker Correspondence

Materials are produced at the cost of AAAWA that provide our beneficiaries materials in English and Spanish as well as material for special needs beneficiaries such as the hearing and visually impaired. Changes may include new telephone numbers.

## 2.8 DRIVER AND ATTENDANT CONDUCT

### Transportation Providers (Driver and Attendant) Conduct

A. The Broker must assure that drivers and attendants abide by the following requirements which must be stated in all transportation service agreements.

- Drivers and attendants must maintain a professional and well-groomed appearance at all times.
- Jewelry or other accessories that may interfere with the vehicles operator's duties will not be permitted.
- All drivers and attendants must wear or have visible, easily readable proper company identification.
- All drivers and attendants must carry government issued identification or all drivers must carry a valid driver's license.
- At no time shall drivers or attendants smoke, while in the vehicle or while involved in beneficiary assistance, entering or exiting the vehicle, or while in the presence of any beneficiary.

B. Drivers or attendants must provide assistance, as necessary, to and from the main door of the place of destination.



- C. Drivers or attendants must identify and announce their presence at the entrance of the building at the specified pick-up location if the passenger is not waiting at the curbside.
- D. Drivers or attendants must assist the passengers in the process of being seated, as necessary, including the fastening of seat belts.
- E. Drivers shall confirm, prior to allowing any vehicle to proceed, that wheelchairs and wheelchair passengers are properly secured and that all passengers' seat belts are fastened.
- F. Drivers or attendants must provide support and directions to passengers and assist wheelchair and mobility-limited persons as they enter or exit the vehicle.
- G. Driver assistance shall also include stowage of mobility aids and folding wheelchairs.
- H. Drivers or attendants are not responsible for passenger's personal items.

## 2.9 SAFETY VIOLATIONS

AAAWA will ensure that the serious safety violations shall result in immediate termination and possible criminal charges of driver and attendant, include without limitation;

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

## 2.10 POLICY AND PROCEDURES

AAAWA has policies and procedures already in place through careful consideration of the requirements of the Medicaid contract. These policies and procedures guides the department and the measures we take in screening, hiring, training, providing services, etc. As Medicaid guidelines change, our agency will ensure that our procedures incorporate those changes so that our recipients get the qualify service they deserve.

AAAWA will also ensure that any sub-contractors used in providing services through this Medicaid contract will have policies and procedures in place prior to



## 2.11 DISASTER RECOVERY PLAN

### Executive Summary

#### Overview

The following Disaster Recovery Executive Summary is for Area Agency on Aging of Western Arkansas, Inc. Area Agency’s goal is to mitigate risks to reduce potential issues and impacts by developing plans that provide the ability to recover from situations including, but not limited to unplanned evacuations; power outages; major water leaks; fire, loss of water/sewer service; severe weather; cyber-attacks; and any facilities failures that may cause business interruptions. The following is an overview of AAAWA’s DR enabled Infrastructure. AAAWA’s disaster recovery plan will be made available upon request to DHS/DMS Monitoring Contractor.

#### Goals

- Ensure the Safety of all employees located in Area Agency Facilities.
- Minimize disruptions of voice and data services caused by man-made or natural disasters.
- Minimize data loss in applications key to delivery of services to our clients.
- Prevent and protect confidential client data from cyber-attacks.
- Ensure AAAWA can quickly deploy new offices or expand current ones.
- Ensure AAAWA data is backed up consistently.
- Allow AAAWA to quickly restore from backup storage after a major disaster.

#### Emergency Management Team

| <b>Name</b>     | <b>Title</b>                    | <b>Contact Number</b> |
|-----------------|---------------------------------|-----------------------|
| Jennifer Hallum | CEO/President                   | 479-353-5789          |
| Dina Newman     | Transportation Project Director | 479-652-5619          |
| Sherri Rudd     | IT Supervisor                   | 479-806-4104          |
| Jose Lomeli     | Network Administrator           | 479-806-0701          |
| Brent Crull     | Maintenance Supervisor          | 479-629-2873          |

## Private and Multiprotocol Label Switching (MPLS) Network

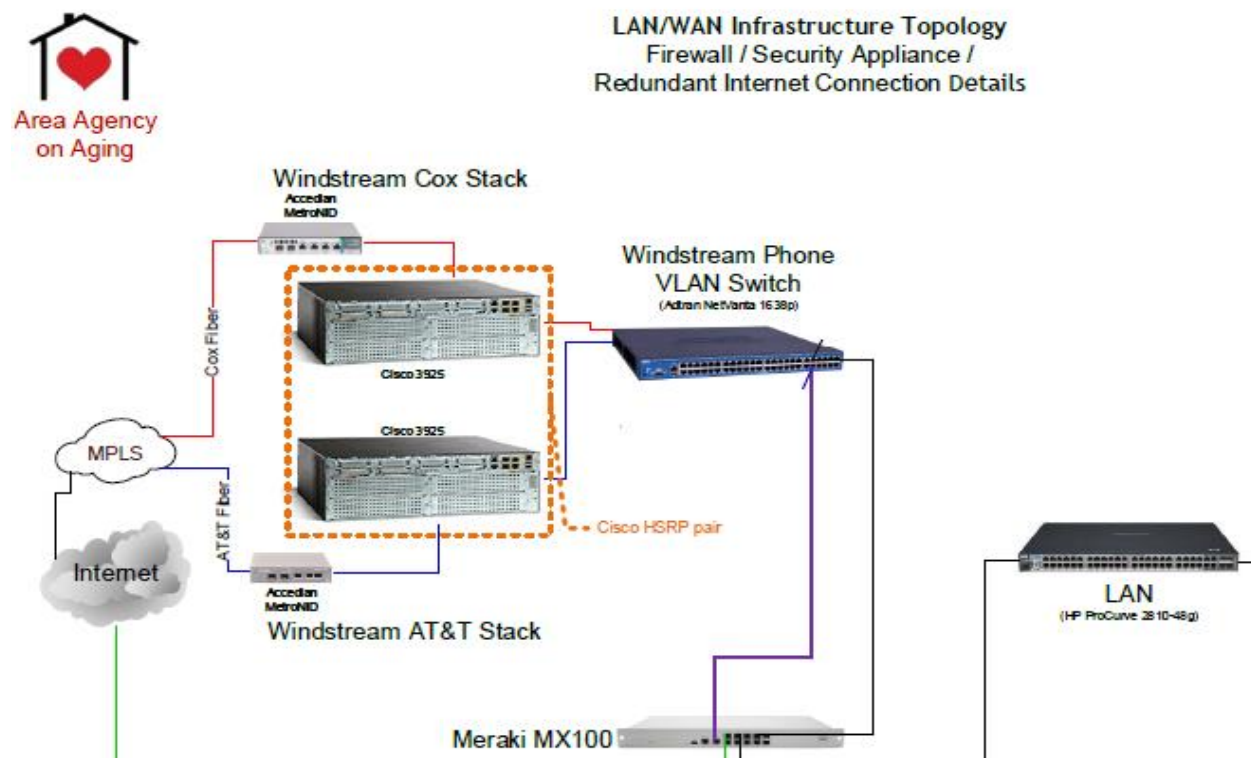
Area Agency on Aging’s network infrastructure is a high-performance private IP and MPLS network. This design allows AAAWA to create and connect end-to-end fiber circuits, deliver super-fast internet, HIPPA compliant internet connection, and consistent performance across all AAAWA call center sites.

- Quality of Service (QoS) Prioritization feature.
- Reroute internet traffic through unaffected areas during internet outages.

## Failover Design

In the event of a major disaster, AAAWA will continue to deliver high quality telephone service and mission critical applications will be up and running for customer service representatives to continue scheduling trips with minimal delay.

- Multiple internet circuits in place allows AAAWA to maintain 99.99% uptime.
- Call centers can failover to one of 4 call centers across Arkansas (Fort Smith, Northwest Arkansas, Russellville, or Searcy).
- Call center calls will continue to be recorded for quality assurance.





## Scalability and Rapid Deployment Design

AAAWA's network design is easily scalable. This gives AAAWA the ability to establish new offices with voice and data in approximately 45 to 90 days.

- AAAWA can easily get a new site up and running with a full staff, computers, and IP phones ready to take on new transportation regions and begin scheduling beneficiary trips.

## Data Protection

Beneficiary data is of the utmost importance to AAAWA. Beneficiary and trip scheduling data is backed up daily and replicated overnight to an off-site AAAWA location other than corporate.

- Data lives in cloud based VM environment away from all AAAWA sites.
- AAAWA has the ability to restore data and scheduling applications from multiple locations.
- Data and Applications can quickly be restored to a new working site.

## DATA BACKUP

### Arcserve Unified Data Protection and ioSafe

AAAWA uses Arcserve's next generation unified architecture for both virtual and physical environments. AAAWA data is backed up and replicated on a fire and waterproof ioSafe Network Storage devices. This unified solution gives AAAWA the following innovative features such as:



- Unified management console for all data protection needs.
- Very flexible yet powerful data protection and availability plans.
- Physical systems backup
- Built-in replication





## 2.12 INSURANCE AND INSURANCE CERTIFICATE

- A. AAAWA agrees all insurance must be from responsible companies duly licensed and approved to do business in the State of Arkansas and provided in accordance with the terms and conditions of the contract.
- B. AAAWA agrees the Broker must maintain insurance in the amount required on each vehicle which must defend indemnify, and hold harmless Broker and the State of Arkansas from any claims which may arise out of operations under the contract.
- C. AAAWA agrees the Broker must procure the insurance policies at the Broker's own expense and shall prior to provision of service state date, under any resulting contract, furnish the State an insurance certificate listing the State as loss payee. (Loss Payee is for notice requirements only; used to notify the state of changes in coverage or policy cancellations.)
- D. AAAWA agrees the insurance certificate must document that the liability insurance coverage purchased by Broker includes contractual liability coverage to protect the State, and must contain information required by the Insurance Department of the State of Arkansas.
- E. AAAWA agrees the Broker must verify and ensure that vehicles owned or operated to provide any service under this contract maintain insurance in the amount required on each subcontractor vehicle which shall defend, indemnify, and hold harmless subcontractor, Broker and the State of Arkansas from any claims which may arise out of operations under the contract.
- F. AAAWA agrees the Insurance certificate must document that the liability insurance coverage purchased in the amount of \$1,000,000 by any sub-contractor includes contractual liability coverage to protect the State.
- G. AAAWA agrees for all liability insurance policies required to be in place under the contract, Broker shall ensure that the State of Arkansas, Department of Human Services (DHS) is named as an additional insured on the policies, as evidenced by documentation of the additional insured status, which shall be provided to DHS at the inception of the contract and upon any request. Additionally, Broker shall ensure that any and all notifications or other communications which the insurer sends to DHS under the policies shall be sent to the following address:

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



## 2.13 LICENSE, PERMIT AND CERTIFICATION REQUIREMENTS

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

## 2.14 CALL CENTER METRICS REPORT

- A. Area Agency on Aging will submit a monthly call center report. The report will include all requirements listed on section 2.14 Call Center Metric Reports on IFB: 710-18-1025.
- B. The report will include the following items.
  - Calls received
  - Calls answered
  - Calls abandoned
  - Percentage of calls abandoned
  - Average speed to answer calls
  - Average talk time
- C. AAAWA agrees the call center metrics report may be requested more frequently if performance deficiencies are indicated.

## 2.15 REPORTING, QUALITY ASSURANCE AND PERFORMANCE MONITORING

Our Compliance Officer and staff run weekly reporting to identify driver and vehicle credentialing that are in a specified range of expiration. Staff then notifies the provider of anything expiring within that range and gives the provider a window of time allowed to produce and deliver the documents to our staff. Our Medicaid Portal is then updated to include all renewals and updated information.



If a provider fails to provide the required documentation within a timely period, the provider is notified in writing the vehicle/driver/attendant must be removed from service until said documentation is supplied and updated within the portal.

- A. AAAWA agrees the submission of encounter information on every trip is a requirement of the contract.
- B. AAAWA agrees the Broker must timely and accurately submit encounter information through a secure internet connection.
  - The following link provides the Technology Requirements:  
<https://medicaid.mmis.arkansas.gov/Provider/Hipaa/compan.aspx>
- C. AAAWA agrees the Broker and all employees and subcontractors must report suspected Medicaid fraud, waste, and abuse.
- D. AAAWA further agrees that a summary of the required reporting formats can be found in “Attachment I”.
- E. AAAWA agrees the Broker must submit encounter information by the last working day of the month following the end of the reporting month, as specified in Section 2.21 (D)2.
- F. AAAWA agrees encounter information must be complete and accurate.
- G. AAAWA agrees during the execution of activities of the contract, Vendors must submit periodic status reports covering activities, problems, and recommendations. Vendors must submit status reports on a monthly basis no later than the 15<sup>th</sup> working day of each month. The status report must cover any escalations handled by the broker within the month, vehicle inspections, and staff turnover. These reports must be submitted to DMS or assigned contractors who have oversight of the NET Program.
- H. AAAWA agrees all brokers and their staff shall comply with the requirements imposed on mandated reporters in the Mandated Reporting Statutes – Arkansas Code Ann. SS 12-12-1708 and 12-18-402.
- I. AAAWA agrees failure to provide or provision of false or inaccurate information may be considered fraud and may result in termination of the contract.
- J. AAAWA agrees encounter reporting must include all information in “Attachment I”.
- K. AAAWA agrees at a minimum, the following statistical data must be reported with the encounter:
  - Submission of encounter information on every trip is a requirement of the contract.
  - Destination provider Medicaid identification number
  - Date the trip was requested
  - Mode of transportation
  - Whether or not the appointment was after hours



- Whether or not the appointment was to a provider within the beneficiary's region
- Identification of others riding with the beneficiary
- Scheduled arrival time for pick-up at point of origin
- Scheduled appointment time with provider
- Actual arrival time at destination
- Return Trip: Actual arrival time for pick-up at destination
- Return Trip: Actual drop-off time at point of origin
- Miles
- Curb-to-curb
- Ambulatory - Wheelchair

## 2.16 DRIVER REPORTS

- A. AAAWA will provide DHS/DMS NET Monitoring Contractor with a listing of all vehicles placed in service for performance of obligations under this contract before the service start of operations.
- B. AAAWA will ensure that Drivers must be listed separately for each sub-contractor.
- C. AAAWA agrees the roster must include at a minimum:
  - Driver's name
  - Driver's date of birth
  - Arkansas driver's license number
  - Social security number
- D. AAAWA agrees the roster must be updated to reflect additions and deletions in personnel and submitted to DHS/DMS each calendar month.
- E. AAAWA agrees the roster is due by the fifteenth (15<sup>th</sup>) working day of the month following the end of the reporting month.

## 2.17 VEHICLE REPORTS

- A. AAAWA agrees the Broker must provide the DHS/DMS NET Monitoring Contractor with a listing of all vehicles placed in service for performance of obligations under this contract before the provision of service start of operations.
- B. AAAWA agrees the list shall include for each vehicle:
  - Name of Transportation Provider
  - Manufacturer and model



- Model year
  - Vehicle Identification Number
  - Type of vehicle (minibus, wheelchair van)
- C. AAAWA agrees the roster must be updated to reflect vehicle additions and deletions.
- D. AAAWA agrees the roster is due by the fifteenth (15<sup>th</sup>) working day of the month following the end of the reporting month.

## 2.18 REPORTS OF ACCIDENTS AND MOVING VIOLATIONS

### Accident and Incidents

AAAWA has an established a policy concerning the reporting and investigation of accidents/incidents. This policy is compliant with DHS/DMS requirements. The prime objective of accident investigation is prevention. Finding the causes of an accident and taking steps to control or eliminate it can help prevent similar accidents from happening in the future.

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



### Accident Reporting

The following are the steps taken when an accident occurs.

- A. The transportation provider will immediately assess the situation and ask all passengers (if present) if they are ok.
- B. The transportation provider will then call 911 to report the accident. Law enforcement and emergency medical services will be requested regardless of whether anyone says they are injured or not.
- C. Once the proper authorities are contacted the transportation provider will contact their respective AAAWA transportation office to report the accident.
- D. The transportation provider will provide details such as location, names of passengers on board, description of what occurred, and if any injuries were initially reported.
- E. The transportation provider will be required to obtain the responding law enforcement officer's name and phone number in order to get a copy of the completed accident report when available.
- F. The transportation provider will be required to take a post-accident drug screen immediately after the accident scene has been cleared. Post-accident drug screens are required within an 8 hour period after the accident.
- G. If the transportation has passengers the respective transportation office for the driver will arrange for the passengers to be covered.
- H. The transportation provider will be required to report to the respective transportation office as soon as possible to fill out the required accident investigation paperwork.
- I. Reporting and required paperwork will be provided to DHS/DMS within the required timeline.

### Accident Investigation

The following are the steps taken when an accident occurs.

- A. Once an accident has been reported it is the Transportation Project Director will notify the DHS/DMS NET Monitoring Contractor of the accident.
- B. All documentation to include statements, reports, photographs, law enforcement reports, drug screen results, etc. will be reviewed by the Transportation Compliance Coordinator.
- C. A report will be generated by the Transportation Compliance Coordinator summarizing the facts surrounding the accident. An initial determination of "preventable" or "non-preventable" will be established for the accident.



- D. The Transportation Compliance Coordinator will send all documents to the “Accidents” email group. The email group is comprised of members of the corporate staff of AAAWA aligning different disciplines for review of the accident.
- E. The respective Transportation Coordinators will be responsible for any corrective actions concerning the Transportation Providers per corrective action guidelines.
- F. A copy of the accident reports will be maintained in both the Transportation Provider’s file as well as the vehicle file involved.
- G. Reporting and required paperwork will be provided to DHS/DMS within the required timeline.

## 2.19 SCHEDULED AND DELIVERY STANDARDS

AAAWA required NET providers to meet and strive to exceed minimum delivery standards for scheduled services. Medicaid beneficiaries will be transported in a safe and timely fashion to and from scheduled appointments

- A. AAAWA ensures that the Brokers must collect and accurately report:
  - Scheduled pick-up times
  - Actual pick-up times
  - Scheduled appointment (drop-off) times
  - Actual drop=off times at appointments.
- B. AAAWA agrees that the Broker will ensure that services comply with the following minimum service delivery requirements:
  - Medicaid beneficiaries shall be transported in a safe and timely fashion to and from scheduled appointments.
  - Medicaid beneficiaries shall be advised of an estimated pick-up time at the time the transportation request is made.
  - Transportation providers will arrive at the pick-up location no later than fifteen (15) minutes after scheduled pick-up time. Transportation providers will deliver the beneficiary to the site of the scheduled medical appointment fifteen (15) minute’s prior to the scheduled appointment, but no earlier than one (1) hour before the appointment.
  - Providers are not required to wait for the beneficiary more than fifteen (15) minutes after the scheduled pick-up time.
  - The Broker will contact and confirm the scheduled pick-up time with the beneficiary within twenty-four (24) hours of the pick-up.



- The dispatcher or sub-contractor must notify the Medicaid service provider to report late arrivals or deliveries.
  - The Broker shall monitor return trips to ensure beneficiaries are delivered home in a timely manner.
  - If a delay of fifteen (15) minutes or more occurs, the Broker must contact the beneficiary's point of pick-up to the destination.
  - In a multiple-passenger situation the Broker will ensure that all beneficiaries are not in a vehicle more than one (1) hour longer than the average travel time for direct transport from the beneficiary's point of pick-up to the destination.
  - When scheduling is requested by the beneficiary's authorized representative, the Broker must advise the representative that the beneficiary must be accompanied by a caretaker if beneficiary's age, disability, or other conditions prevent the beneficiary from being able to act on his/her own in a safe and competent manner.
  - The Broker must ensure that at any destination site the beneficiary is not left alone in circumstances which may place him/her in danger.
  - The driver and attendant are responsible to ensure the beneficiary is left at the correct destination.
  - The Broker must ensure the beneficiary is not delivered and dropped off prior to the opening of the destination site.
  - The Broker will ensure that the beneficiary is picked up prior the closing of the site.
- C. AAAWA agrees these requirements must be stated in all transportation service agreements between the Broker and Sub-Contractor.

## 2.20 SUBCONTRACTOR INFORMATION

### A. Sub-Contractor Records

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





## B. Recruit and Negotiate with Sub-contractor

1. AAAWA agrees the Broker may operate as a provider, as part of the provider network, or as sole provider as long as access to NET services remain sufficient to provide services for all qualified beneficiaries residing in the region served by the Broker.
2. AAAWA agrees if not operating as a sole provider, the Broker must establish a network of sub-contractors to deliver transportation for medical care.
3. AAAWA agrees the Broker must negotiate service delivery rates with each qualified sub-contractor.
4. AAAWA will ensure that the Broker must provide accurate and timely payments to each sub-contractor based on the agreement between the Broker and Sub-Contractor and the authorized services rendered.
5. AAAWA agrees the negotiated rate must be fully disclosed in the agreement between the sub-contractor and the Broker.
6. AAAWA agrees the Broker must ensure each region awarded maintains adequate transportation capabilities and adheres to all requirements of the Americans with Disabilities Act.

Area Agency on Aging of Western Arkansas, Inc. clearly defines all NET operational and performance requirements from both DHS/DMS and AAAWA in our NET Provider Agreements. During our Provider Orientation, we require all Providers review and sign operational and performance requirement documentation acknowledging their understanding of both.

AAAWA will not establish or maintain contracts with NET Providers who are known to be convicted of Medicaid or Medicare fraud, or have been terminated from the Medicaid or Medicare program, have been excluded from participation in any Arkansas NET program, or that have been determined to have committed fraud of a State or Federal department.

AAAWA does monthly audits of files, vehicle inventory, complaints, and the OIG exclusion list to assure that no owner, manager or employee of the provider has been added to the list.

AAAWA will monitor and provide a roster of all personnel, including office staff, administrators, managers, board members, anyone having decision making or fiduciary responsibilities, whether paid or volunteer, in regard to the NET contract who have been checked against the State or Federal Medicare and Medicaid exclusion list and will notify the NET Contract Monitor within five (5) days of any and all changes.

Area Agency on Aging of Western Arkansas, Inc. acknowledges that the DHS/DMS reserves the right to direct us to terminate any service agreement with a NET Provider when the DHS/DMS determines it to be in the best interest of the State of Arkansas.



### C. Unacceptable Performance

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

### D. Service Agreement, Pre-Approval

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

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

### E. Sub-Contractor Agreements

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

1. AAAWA agrees the Broker's agreements with sub-contractors must be in writing specifying the delegated activities required by this IFB.
2. AAAWA agrees the Broker must specify prior to the beginning of services, to the sub-contractor(s), the respective reporting requirements per this IFB>
3. AAAWA ensures that agreements must be provided to the DHS/DMS NET Contract Monitor. Electronic submission is the preferred method.
4. AAAWA agrees 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.
5. AAAWA agrees the Broker is prohibited from establishing or maintaining service agreements with:
  - Sub-contractors which have been convicted of Medicaid or Medicare fraud



- Been terminated from the Medicaid or Medicare program
- Have been excluded from participation in any Arkansas DHS/DMS program

### F. Default Provision

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

1. AAWA agrees this provision is further defined in the DHS/DMS performance monitoring section of this IFB.
2. AAWA agrees all terms, conditions and rates established by the agreement shall remain in effect until or unless re-negotiated with DHS/DMS or its assignee, subsequent to the default action.
3. AAWA agrees that copies of all service agreements between the Broker and sub-contractors must be forwarded to the DHS/Division of Medical Services (DMS) Net Monitoring Contractor.
4. AAWA agrees all written agreements with sub-contractors must be submitted to DHS/DMS or NET Monitoring Contractor at least thirty (30) calendar days prior to beginning of the transportation services.
5. AAWA agrees these agreements must be accompanied by the Broker's attestation as to service that is covered by these agreements.

## 2.21 Payment and Invoice Provisions

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



B. Payment, Sub-Contractors

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

C. Data Book Provisions

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

D. Rates

Annual Rates and Monthly Trip Reporting

1. AAAWA agrees Brokers are responsible for meeting monthly trip reporting deadlines and accuracy standards whether they provided the transportation or employed a subcontractor to provide the transportation.
2. AAAWA further agrees that all NET trips must be reflected by the DHS/DMS system the last day of the month following the month the transportation was provided in order for a Broker's monthly payment to be relinquished by DMS the following month. For example, NET trips provided in May 2018 must be reflected in the DHS/DMS system no later than June 30, 2018 in order for a Broker to receive July 2018 payment.
3. AAAWA agrees it is the Broker's responsibility to monitor the DHS/DMS system in order to ensure that all legitimate trips are reflected.
4. AAAWA agrees that the Broker shall report any issues to the NET Monitoring Contractor in a timely manner in order to meet the reporting deadlines and accuracy standards.



5. AAAWA also agrees this IFB includes gatekeeping standards that expand upon current practice. This is intended to eliminate trips not consistent with the intent of the NET program. AAAWA agrees the intent of the NET program is to provide a Medicaid beneficiary transportation to a medical provider when they do not have access to other transportation.

E. Broker's Monthly Payment Rate Calculations

1. AAAWA agrees the successful bidder's rate for the region will be multiplied by the number of covered Medicaid eligibles in the region.  
(Capitated Rate x Member Months)  
DHS Division of Medical Services (DMS) will provide the Broker the number of Non-Emergency Transportation (NET) covered Medicaid eligibles as determined by the DMS fiscal agent for the month prior to the month of service for which the per member per month payment is calculated. For example, the report for September would reflect the number of NET eligible members at the end of August.  
(Rates will be evaluated and are subject to change annually)  
(Capitated Rate x Member Months)
2. AAAWA agrees the Broker must accept the most current monthly per member per month payment, as payment in full, inclusive of all administrative costs, transportation costs, overhead, and profit, for all services required under this procurement and the ensuing contract. Historical information regarding the number of members in each region per month can be found in "Attachment H"; this information is subject to change during the term of the contract.
3. AAAWA agrees following the close of each annual contract period, DHS/DMS shall reconcile payment based on the actual number of NET covered Medicaid eligible(s) for each month of service, the number of eligible(s) for which the per member per month payments were made, and the difference, if any. (The actual number of eligible(s) is defined as being eligible to receive NET services for a minimum of fourteen (14) days of a month.) The number of days the beneficiary was "eligible" is calculated not in accordance with the eligibility date as established by the Division of County Operations, instead it is determined based on a specific method applicable only to the NET reconciliation, a method which is based on the date of the notice of the eligibility determination. An additional per member per month payment shall be made to the Broker if the actual number of eligible(s) exceeds the number for which payment was previously made. Conversely, if the number of eligible(s) for which payment was made exceeds the actual number, this difference shall be deducted from a future payment to the Broker.



The term “NET” covered Medicaid eligible” refers to Medicaid beneficiaries who were approved for one of the Medicaid Aid categories eligible for NET including beneficiaries who gained eligibility on or after January 1, 2014. For the purpose of this IFB, the “eligibility date” is the date of the notice of eligibility determination which the beneficiary received from the Division of County Operations. The Eligibility under this IFB does not include retroactive eligibility as contemplated under the Division of County Operations Medical Services Policy Manual, and it does not include the period of time from the application date until the date of eligibility determination notice. The above described fourteen (14) day standard is calculated based on the date of the notice of eligibility determination and it is not based on the date the actual eligibility started.

4. AAAWA agrees DHS/DMS reserves the right to deduct Medicaid fee adjustments from the broker’s monthly invoice prior to payment.
5. AAAWA agrees DHS/DMS shall notify the Broker in writing of any claim for damages at least ten (10) business days prior to the date DHS/DMS deducts such sums.
6. AAAWA agrees payment shall be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the Agency. The state may not be invoiced in advance of delivery and acceptance of any service.
7. AAAWA agrees the Broker must be registered to receive payment and future IFB notifications and must register at <https://www.ark.org/vendor/index.html>

### 2.22 Beneficiary Residence – In and Outside Net Service Region

Area Agency on Aging of Western Arkansas, Inc. agrees to arrange travel into and out of other regions when the Medicaid beneficiary being transported is a resident in our regions. AAAWA further agrees that as Broker, we may enter into agreements with other Broker’s or individual subcontractors or volunteer providers in other regions to provide transportation trips in cases where a beneficiary must travel outside the region of residence to obtain appropriate health care services and that Brokers are not responsible for assuring that non-emergency transportation services are provided to Medicaid beneficiaries who reside outside of the awarded region(s).

At Area Agency on Aging of Western Arkansas, Inc., we understand the need for specialized services and will work with the beneficiary to ensure their trip is appropriate to their needs. Having provided this service for many years, we have found that most of the service needs is for specialized medical services. When treatment is needed, that cannot be met locally, we consistently travel to Little Rock to UAMS and Children’s Hospital where the recipient can



receive the treatments needed. As in all aspects of service, we strictly follow the guidelines set forth by this IFB and ensure that referrals are documented as needed.

AAAWA has developed a number of ways to provide service, depending on the need, the destination and the most appropriate mode for each individual including:

- AAAWA will directly provide the service
- AAAWA will assign the trip to a qualified provider
- AAAWA will provide gas reimbursement if they are driving their own car, but cannot afford the gas
- AAAWA will arrange mutual coordination with other regions
- AAAWA will arrange other safe means as appropriate

### A. Broker Responsibility

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

### B. Beneficiary Application for Services

1. Area Agency on Aging of Western Arkansas, Inc. accepts transportation requests made through our Customer Service Representatives for routine NET transportation services when made at least 2 business days (48 hours excluding weekends and holidays) before the trip is needed.
2. AAAWA agrees the Broker must check eligibility upon scheduling.
3. Area Agency on Aging of Western Arkansas, Inc. agrees Medicaid beneficiaries must have a valid Medicaid number to receive NET services and if the beneficiary cannot provide the number, the beneficiary must be instructed to contact Medicaid or the Medicaid NET help line to obtain the number. Additionally, AAAWA agrees that verification of eligibility is the responsibility of the Broker at the time of reservation.
4. AAAWA understands that Arkansas Medicaid NET waiver program does not include transportation services for beneficiaries who are:
  - Nursing facility residents



- Residents of intermediate care facilities for the mentally retarded (ICF-ID)
- Qualified Medicare Beneficiaries (QMB) (Medicaid pays only the Medicare premium, deductible and co-pay)
- Special Low Income Qualified Medicare Beneficiaries (SLMB)
- Qualifying Individual 1 (QI-1)
- ARKids First-B Beneficiaries
- Covered for periods of retroactive eligibility
- Incarcerated

### C. Scheduling Advance

AAAWA agrees that 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.

### D. Broker Correspondence

We will distribute a brochure that will help provide the “BEST RIDE” possible for all beneficiaries. Information can include, but will not be limited to:

- Contacting our office to reserve a trip
- Best times to schedule a ride
- General “rules of the road”
- Information needed by AAWA to process the trip request
- Beneficiary responsibilities

The brochure will be distributed to medical providers, human service agencies, and to beneficiaries.

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





## E. Gatekeeping Process

1. Area Agency on Aging of Western Arkansas, Inc.'s NET Call Center will process requests for NET services received forty-eight (48) hours prior to an appointment, excluding weekends and state holidays for eligible DHS/DMS beneficiaries or their authorized representatives. During the gatekeeping process, AAAWA will enter the caller's name, relationship, and contact information for calls placed by authorized representatives making reservations for an eligible beneficiary including routine trips and standing orders.
2. During the gatekeeping process AAAWA will determine:
  - Is there an operational vehicle in the household available to the beneficiary?
  - Is there public transit available to the beneficiary?
  - Are there other means of transportation available to the beneficiary?

If the answers to all the questions above are NO, AAAWA is required to transport. If the answers to any of the questions are YET, AAAWA shall deny transportation.

3. To determine if there is an operational vehicle available to the beneficiary, AAAWA will ask:
  - Is there a vehicle in your home?
  - Is the vehicle drivable?
  - Are you physically able to drive the vehicle?
  - Is there someone available to drive your vehicle for you?
  - Is the vehicle available at the time of the appointment?
  - Do you have the funds available to operate the vehicle?
4. To determine if there is public transit available to the beneficiary, AAAWA will ask:
  - Is public transit available?
  - Do you have the funds to pay to use public transit?
5. To determine if there are other means of transportation available to the beneficiary, AAAWA will ask "Are there other means of transportation available to you such as":
  - Your relatives
  - Neighbors
  - Friends
  - Community organizations
  - And/or including medical providers
6. AAAWA will record the questions and responses.
7. AAAWA will maintain the recording for one (1) year.
8. AAAWA will make the recording available to DHS/DMS or the DHS/DMS NET Monitoring Contractor within five (5) business days of the request.



9. AAWA will not provide requested transportation for any beneficiaries who refuse to answer questions related to their need for transportation.
10. AAWA will determine if the beneficiary is eligible for NET services by considering as a basis for denial whether or not the medical service provider also provides the transportation that is available to the beneficiary.

#### F. Authorized Representatives

AAWA agrees to the conditions of the IFB in relation to Authorized Representatives and will follow the requirements in our gatekeeping practices. Further, AAWA acknowledges the beneficiary or their representative must attest by the close of business of the last Wednesday of the preceding month that the beneficiary continues to have the need for NET services.

1. AAWA agrees if the beneficiary relies on the assistance of his or her representative to schedule NET services, the beneficiary may provide the names, relationship and contact number for up to two (2) authorized representatives to the Broker when scheduling their NET services.
2. AAWA agrees the Broker shall only take information or discuss the beneficiary's need for NET services with the beneficiary or with the beneficiary's authorized representative as listed on file with the Broker and DHS/DMS.
3. AAWA agrees the Broker is not permitted to discuss the issues related to NET services with any other individuals, agencies, or providers. Similarly, DHS/DMS shall discuss NET related matters only with the beneficiary and their authorized representatives as listed on file with the Broker and DHS/DMS.
4. AAWA agrees the authorized representative is an individual, who upon the Broker's request can answer the gatekeeping questions asked of the beneficiary when they are scheduling the NET services.
5. AAWA agrees the beneficiary or their authorized representative may request transportation for more than one reservation including standing orders for routine medical care.
6. AAWA agrees the beneficiary or their representative must attest by the close of business of the last Wednesday of the preceding month that the beneficiary continues to have the need for NET services. This determination must take into consideration the beneficiary's ability to provide for his or her transportation outside of the NET program, as well as the beneficiary's needed level of transportation. Attestation of the need for NET services shall be the sole responsibility of the beneficiary or their authorized representative.
7. AAWA agrees Medicaid shall not provide or pay for transportation if the beneficiary could have arranged for transportation on his or her own.



8. AAAWA agrees during the gate keeping process, the following questions must also be asked by the Broker:
  - (a) Can you provide at least two (2) authorized representatives that will be allowed to schedule NET services on your behalf?
  - (b) If so, please provide:
    - Their first name
    - Their last name
    - Relationship
    - Contact number
9. AAAWA agrees the broker must confirm that the authorized representatives who are scheduling transportation are not:
  - Associated with any agency
  - Provider
  - Other entity to which transportation is or may be requested
10. AAAWA agrees the Broker shall only schedule NET services with the beneficiary and/or the authorized representatives that are not associated with any:
  - Agency
  - Provider
  - Any other entity to which the transportation is requested
11. AAAWA agrees the broker must confirm that the authorized representatives who are scheduling transportation by asking are you associated with:
  - Agency
  - Provider
  - Any other entity to which the transportation is requested
12. AAAWA agrees if it is determined that the Broker must make provisions to provide transportation, the beneficiary or their authorized representative must be asked:
  - Do you confirm the information provided is true, accurate and complete?
  - Do you understand any falsification omission or concealment of information may result in termination of all transportation services or additional penalty?

#### G. Beneficiary Extension of Transportation Services

1. AAAWA will ensure that a beneficiary who is a newly eligible adult who participates in a commercial insurance plan must contact the DHS/DMS NET Monitoring Contractor to seek an extension of transportation services (EOTS) for trips in excess of the eight (8) trip limit.
2. All EOTS must be approved by the DHS/DMS Monitoring Contractor.
3. The NET Monitoring Contractor shall inform the Broker of the decision to deny or grant more legs/units.



4. Additionally, AAAWA bears the responsibility for creating an internal process within our call centers to accommodate and track the EOTS.

#### H. EOTS Communication Requirements

AAAWA has a secure email address and a designated employee for the EOTS process at each office location.

#### I. EOTS Non-Approved Transportation

AAAWA agrees that if transportation is provided to a beneficiary who is newly eligible that exceeded their transportation limits and no EOTS was obtained, we will not receive credit for those trips in subsequent rate calculations.

#### J. EOTS Broker Compliance to Trip Limits

1. AAAWA agrees it will be the responsibility of the NET Monitoring Contractor to oversee Broker compliance with imposing newly eligible adults beneficiary trip limits and the EOTS process.
2. AAAWA further agrees that newly eligible adults in the interim period do not have a trip limit.

### 2.23 ALLOWABLE ESCORT TRANSPORTATION FOR MINOR/INCAPACITATED BENEFICIARY

#### A. Allowable Escort Transportation for Minor/Incapacitated Beneficiary

AAAWA will follow all guidelines for allowable escort transportation when scheduling minor/incapacitated beneficiaries for transportation services.

1. AAAWA agrees a parent, foster parent or guardian may escort a Medicaid beneficiary who is a minor or an incapacitated adult.
2. AAAWA agrees the transportation of an escort with a beneficiary should not be submitted as a separate encounter.

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

1. AAAWA agrees a parent, foster parent or guardian is considered an escort and is eligible for transportation to visit a minor Medicaid beneficiary that is an inpatient of a hospital, whether or not the escort is Medicaid eligible.



2. AAAWA agrees there is a limit of one (1) trip to and from the hospital for the escort to visit the minor beneficiary per episode of care.
  3. AAAWA agrees transportation of individuals who are not Medicaid beneficiaries who are transported separately from the beneficiary should be reported as an encounter under the respective Medicaid beneficiary identification number.
- C. Non-Allowed Charges  
Transportation to visit adult Medicaid beneficiary inpatients is not covered.
- D. Special Circumstances  
AAAWA understands requests to provide transportation services home from the hospital emergency department, are not covered under the NET program unless the beneficiary was admitted to the hospital as an inpatient or for a 23-hour hold (In which case the transport would be considered a hospital discharge)

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

## 2.24 LEVELS OF TRANSPORTATION

### A. Modes of Transportation Required by Beneficiary Due to Functional Independence

1. When determining the most appropriate mode of transportation for a beneficiary, AAAWA will consider the beneficiary's current level of mobility and functional independence in making a decision for the scheduled trip.
2. Other modes of transportation will be considered when the beneficiary
  - Is traveling to and from a location inaccessible by public transportation
  - Is accessible by public transportation but the pickup/drop-off location does not provide safe access to location based on the beneficiary's age, mobility, and functional independence
3. The beneficiary indicates during the call request that public transportation is neither appropriate nor a safe mode of transportation due to specific conditions of the beneficiary.



### B. Provision of Services, Broker NET

When determining the most appropriate means of transportation for a beneficiary, AAAWA will consider the following options:

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

### C. Denial of Transportation

1. AAAWA follows the guidelines of denial of transportation and gives written notice to the beneficiary of the denial and the cause for denial. A copy of this denial is provided to the NET Monitoring Contractor via email and notices are sent via U.S. Postal Service.
2. AAAWA agrees to send a model denial notice to DHS/DMS for approval prior to the start of the contract.
3. The notice will include:
  - An explanation of the services and reason for denial
  - The Medicaid NET Helpline phone number (888-987-1200) option 1



- The beneficiary's opportunity for a fair hearing under the Arkansas Administrative Procedure Act, Ark. Code Ann. 25-15-201 through 25-15-218.
  - A copy of each denial notice sent to a beneficiary must also be sent to the DHS/DMS NET Monitoring Contractor within one (1) week of the denial.
4. A copy of each denial notice sent to a beneficiary must also be sent to the DHS/DMS NET Monitoring Contractor within twenty-four (24) hours of denial.
  5. If the beneficiary chooses to appeal the denial, the beneficiary must submit the appeal request in writing through the U.S. Postal Service to the:  
Department of Human Services  
Appeals and Hearings Section  
P.O. Box 1437, Slot N401  
Little Rock, Arkansas 72203-1437
  6. AAAWA agrees the appeal request must be received by the Appeals and Hearing Section no later than thirty (30) calendar days from the next business day following the date of the postmark on the envelope containing written notice of an adverse decision.

### D. Complaints

AAAWA is dedicated to providing excellent customer service and maintaining a healthy relationship with the beneficiaries that we serve. A complaint process is in place to ensure that complaints are handled as efficiently and effectively as possible.

Complaints are typically received by telephone but can be received in other written formats such as emails or letters. Complaints can also be received through the DHS/DMS Net Monitoring Contractor.

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

1. The Broker must respond to the complainant within one (1) working day of the complaint and have a written record of the complaint and resolution.
2. Upon request the complaint and its resolution must be provided to DHS/DMS or NET Monitoring Contractor within two (2) days of the complaint.
3. The Broker must also provide information to the complainant regarding the Medicaid NET Helpline.
4. The Broker shall compile and analyze complaints on a monthly basis and prepare a report to ensure the quality of services to beneficiaries.



5. The report must be sent to the DHS/DMS NET Monitoring Contractor on a monthly basis and must include a description of corrective actions taken to assure service delivery conforms to the requirements of the awarded contract.
6. The Broker must maintain the complaint records for five (5) years.

Once a complaint is received it is forwarded to the respective Transportation Coordinator. The complaint is entered into the Complaint Log spreadsheet. The Transportation Coordinator begins the investigation of the complaint.

- Transportation Coordinator will take immediate action if complaint is deemed volatile or could cause immediate harm to the business
- Transportation Coordinator will conduct necessary interviews of complainant and other party/s involved in the complaint
- Transportation Coordinator will review and collect any documentation associated with the complaint. This can include but not limited to recorded phone calls, audio/visual recorded video, and Transportation Provider submitted documentation.
- The Transportation Coordinator will review all documentation and determine if the complaint is sustained or not sustained.
- If no clear determination can be reached the Transportation Coordinator may request assistance from their respective Transportation Coordinator and/or the Human Resources Department.
- If a complaint is found to be sustained the appropriate step/s of the Progressive Discipline Policy will be followed after reviewing the decision with the Human Resources Department.
- Transportation Coordinator will document in detail on the AAAWA Complaint Form (**Figure 2.24.D.1 Page 148**) AAAWA Complaint Form) the complaint and subsequent investigation. The form will be retained in file and a copy sent to the Transportation Project Director.
- Transportation Coordinator will contact the complainant with the results of the complaint investigation.
- In the event that a complaint is received from the DHS/DMS NET Monitoring Contractor the Transportation Project Director will directly handle the complaint and communicate with the DHS/DMS Net Monitoring Contractor.
- Complaints will be handled within the first 24 hours after the complaint is received.





- A monthly compilation and analyzation of the complaints will be conducted to ensure quality services to the beneficiaries

**Area Agency on Aging**  
 Of Western Arkansas, Inc.  
 Corporate Office  
 524 Garrison Avenue  
 P.O.Box 1724  
 Fort Smith, Arkansas 72902  
 (479) 783-4500

Jennifer Hallum  
President and CEO

Dina Newman  
Transportation Project  
Director

**COMPLAINT LOG FORM**

| Patient Information |                          |
|---------------------|--------------------------|
| Patient Name:       | Patient Phone:           |
| Patient Address:    |                          |
| Contact Name:       | Relationship to Patient: |

| Complaint Information                            |                     |                      |
|--|---------------------|----------------------|
| Date Reported:                                   | Date Occurred:      | Complaint Taken By : |
| Complaint Documentation:                         |                     |                      |
|  |                     |                      |
| Corrective Action Taken by Agency:               |                     | Date:                |
|  |                     |                      |
| Was Complaint Resolved?                          | Date of Resolution: |                      |
| If Not Resolved, Forwarded to who and Date Sent: |                     |                      |
|  |                     |                      |
| Investigation Follow up:                         | Date:               |                      |
|  |                     |                      |

|                       |
|-----------------------|
| Signature/Title/Date: |
| Supervisor Signature: |

(479) 783-4500      NON-PROFIT ORGANIZATION      Fax (479) 783-0029

Figure 2.24.D.1.1 Complaint Log Form

### E. Broker Management Skills

AAAW believes that our past performance shows DHS/DMS our ability to do the job at task in the most efficient, cost effective, and quality-controlled manner to provide:

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

Regardless of the method or combination of methods used to provide NET service, AAawa will be responsible for:

#### 1. Management



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

### F. Attendant Care

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

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

AAAWA will provide attendants on all children's trips when not accompanied by a parent/guardian.

### G. Primary Care Physician Referrals

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



#### H. Geographic Considerations

1. AAAWA will provide transportation to and from qualified Medicaid providers that are located in the closest proximity to the beneficiary or that are located within the beneficiary county.
2. AAAWA also agrees to provide transportation to and from out-of-state Medicaid providers enrolled in the Arkansas Medicaid which are located within fifty (50) miles of the state of Arkansas border.
3. Our Agency understands we are not responsible for transporting beneficiaries more than fifty (50) miles beyond the state of Arkansas boundaries.

## 2.25 VEHICLE MAINTENANCE AND SAFETY STANDARDS

#### A. Vehicle Safety Seating Requirements

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

#### B. Prohibition of Smoking

Smoking is prohibited in the vehicles. “No Smoking” signs must be visible to all passengers.

#### C. Child Passenger Transportation Safety

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

1. AAAWA shall ensure that safety certified child passenger restraints are provided by the beneficiary in accordance with federal and state laws.



2. AAAWA shall require that any person installing a child restraint has received appropriate training from a certified child passenger safety technician. AAAWA has 3 certified child safety seat technicians on staff that train our new drivers and attendants on correct installation of child safety seats during the new employee training.
3. AAAWA shall advise beneficiary of state and federal laws regarding the use of child safety restraints at the time of scheduling.
4. If a 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 child safety seat but upon arrival for transportation the beneficiary does not provide a safety seat(s), the Broker shall not transport the child until such time that the requisite safety seat is available.
6. The Broker shall advise the beneficiary to reschedule the appointment.

All child passenger that do not have the appropriate child safety seat will be provided one at no cost by our Agency and we will ensure that we meet all child safety requirements.

#### D. Vehicle Records

AAAWA will retain the following records :

- Broker's service agreement for each sub-contractor
- Sub-contractor's registration with the Arkansas Department of Transportation
- Vehicle records including, but not limited to the following documentation for each vehicle that is operated:
  - Manufacturer, make and model year
  - Vehicle Identification Number (VIN)
  - Odometer reading at the time the vehicle entered service under this contract
  - Type of vehicle – examples include, but are not limited to: (Minibus, Wheelchair Van or NET Van)
  - Capacity ( number of passengers)
  - License Plate Number
  - Insurance Certifications
  - DF &A issued registration permit and a vehicle stamp
  - Special equipment (LIFT, etc.)
  - Date, odometer reading and description of inspection activity (e.g. certification that vehicle meets IFB vehicle requirements, inspection of equipment including brakes, tire thread, turn signals, horn, seatbelts, air conditioning/heating, etc.)



- Records must be maintained of the initial inspection and all subsequent inspections

### E. Records Regarding Services Provided

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

### F. Vehicle Manifest Required Information

AAAWA agrees vehicle manifests (both digital and paper manifests are acceptable) are to be completed by each vehicle operator daily and must contain the required information as outlines in this IFB:

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



## G. Vehicle Requirements

1. AAAWA assures that transportation providers maintain vehicles and vehicle equipment adequately to meet the requirements of this IFB and contract.
2. Brokers or sub-contractors failing to meet any of the vehicle requirements are subject to termination from the program.
3. AAAWA further assures that the number of persons in the vehicle including the driver shall not exceed the vehicle manufacturer's approved seating capacity.

## H. Vehicle Maintenance & Safety Equipment

AAAWA is proud of our fleet and holds our drivers to a high standard when it comes to maintenance of our vehicles.

- Vehicles meet or exceed all safety and mechanical operating and maintenance standards for the particular vehicles and models used under this contract.
- Our lift vans meet all (ADA) American Disabilities Act regulations for wheelchair passengers and also meet future revisions and requirements that ADA may adopt.
- Vehicles must maintain the following Onboard Safety Equipment:
  - Fire Extinguishers that are inspected and certified yearly
  - Biohazard Kit
  - First Aid Kit
  - Reflective Triangles
  - Web Cutter
  - Flashlight
  - Reflective Safety Vest

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

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



## J. [Vehicle Identification, Provider Information](#)

AAAWA vehicles prominently display our Provider name and contact information as well as the contact information for DHS//DMS Medicaid NET Hotline as required by this RFB.

## K. [Vehicle Temperature Gauges and Accessories](#)

- All AAWA assures all our vehicles have heat, air conditioning, and lap and shoulder belts.
- All systems shall be functioning and meet or exceed federal and state statutes or ordinances.
- All vehicles have an easily visible interior sign that states: **“All Passengers Must Use Seat Belts”** and seat belts are stored off the floor when not in use.

## L. [Vehicle Cleanliness](#)

AAAWA has a strict policy for our drivers on the cleanliness of the vans. All trash and personal items must be removed from the van at the end of the day. The interiors are clean and free of debris. All items carried in the van as required of this IFB are properly stored. Any vans involved in an accident will be repaired and inspected before returning on the road and the accident will be reported to DHS/DMS Net Monitoring Contractor as required.

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



#### M. [Passenger Compartments](#)

- AAAWA agrees that all vans used in the transport of beneficiaries will have a clean and maintained interior that are free of torn upholstery and floor covering, damaged or broken seats, and protruding sharp edges.
- We further agree that the interior of all vehicles will be free of any hazardous debris or unsecured items.

#### N. [Passenger Boarding](#)

- AAAWA requires that any vehicles with a floor threshold of greater than twelve (12) inches includes a retractable step or a step stool to aid the passenger in boarding.
- Any step stools must be used to minimize ground-to-first step.
- Step stools must have four (4) legs with anti-skid tips.
- Under no circumstances must a milk crate or similar substitute be permitted on any vehicle.

As part of the scheduling, we routinely ask the beneficiary of any special needs they may have and try to provide the most appropriate transportation to meet those needs.

#### O. [Vehicle Safety Precautions \(Buzzers\)](#)

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

#### P. [Vehicle Safety Flooring](#)

AAAWA agrees to the following:

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





Q. [Vehicle Camera](#)

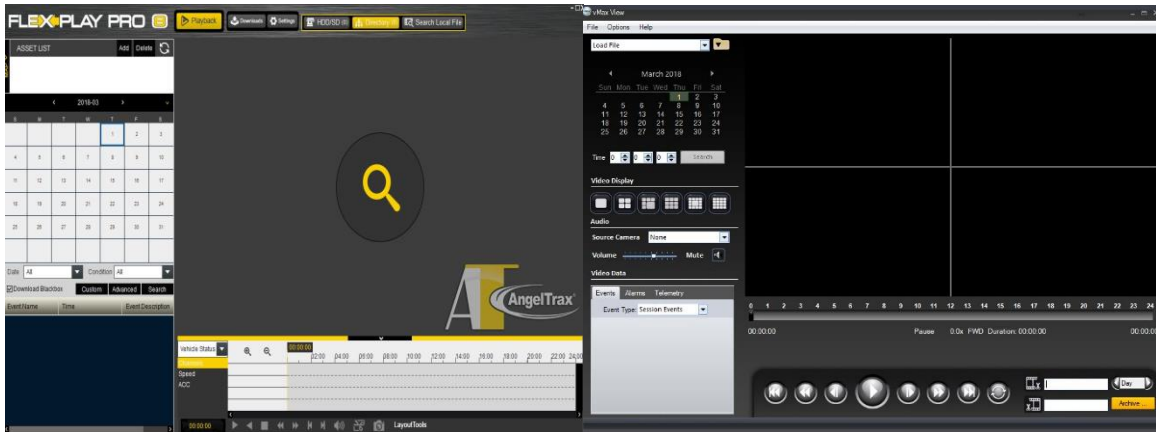
The following is the minimum requirements for the video systems (audio is not necessary) that must be in each transportation vehicle used on the NET contract.

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

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

Area Agency on Aging has already made the step to move to high-resolution video camera recording with storage capacity to hold 45 days of 720P high definition video. Several AAA vehicles are already equipped with high definition camera systems from Angel Trax and Seon vendors. Area Agency is excited to be part of this step-in direction envisioned by DHS/DMS. Beneficiary safety is AAA's top priority and installing HD video camera systems will help make that possible. Upon Contract award, AAA will work with the best possible vendor and 3<sup>rd</sup> party providers to ensure that this vision is met.





## R. Device Tracking

Area Agency on Aging uses Network Fleet to track fleet resources (**Figure 2.25.R.1 Page 158**). Network Fleet is a powerful tool that can generate driver reports, send alerts, track location, set map parameters, and most importantly receive alerts. Alerts include GPS location, speed alerts, stop alerts, and many more beneficial alerts that ensure AAA’s NET drivers adhere to company policies. Driver routes can also be tracked. This insures that drivers are using the most optimal routes when picking up multiple clients.

Aside from vehicle tracking Network Fleet also provides the following features.

1. Tracks vehicle performance (**Figure 2.25.R.2 Page 159**), speed, fuel efficiency, and battery voltage)
  2. Sends Alerts (If the vehicle is speeding, drives off a geographical fence set on the map, Maintenance alerts, and many more alerts)
  3. Vehicle Diagnostics.
  4. Roadside assistance
  5. Ability to Create Reports on the portal page
- Analytics Reports (Driver behavior)

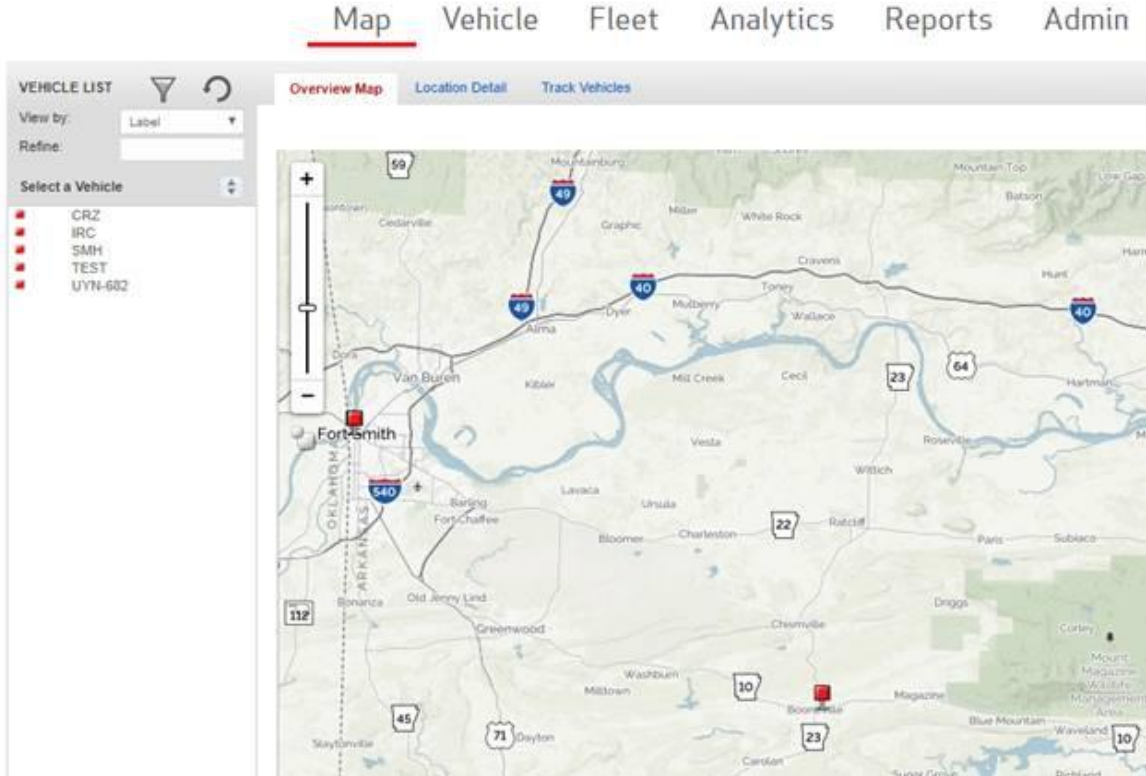


Figure 2.25.R.1 Network Fleet Map

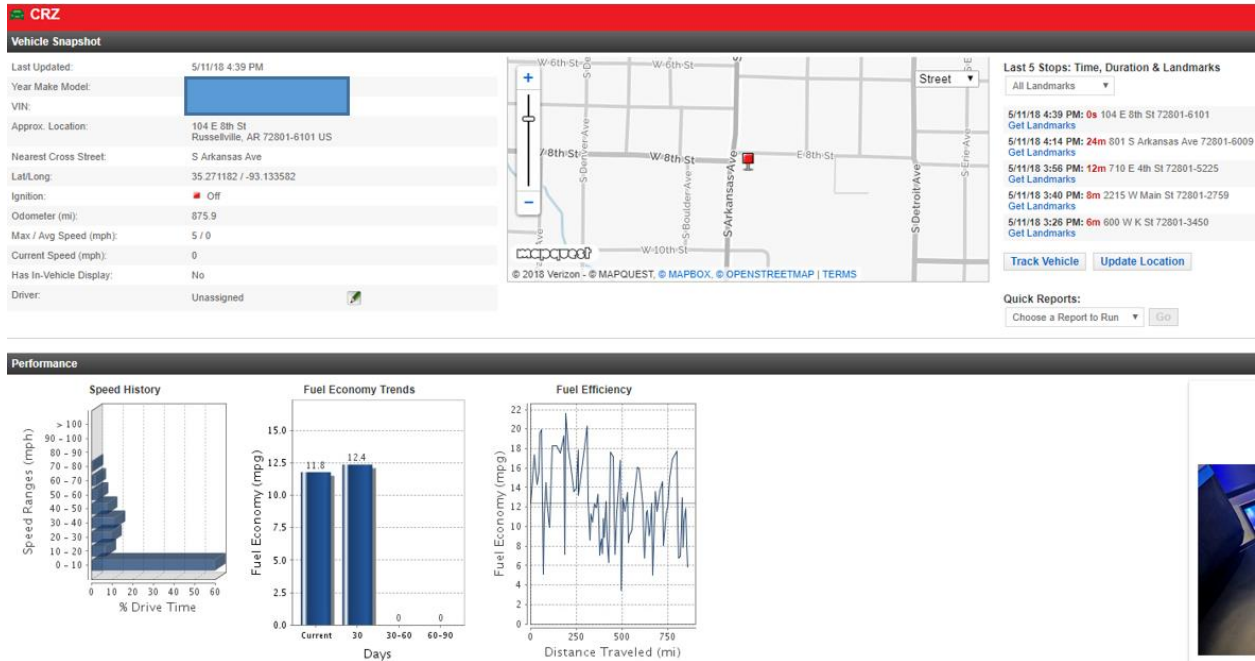


Figure 2.25.R.2 Network Fleet Vehicle info and Performance Window



## 2.26 VEHICLE INSPECTION

AAAWA has 3 full time inspectors that are fully trained to inspect our fleet and the fleets of our sub-contractors monthly, randomly, and annually as required by the Medicaid contract. We agree that the NET Monitoring Contractor will inspect each vehicle annually with random inspections throughout the year and that we are required by DMS/DHS to have a certified mechanic do an annual inspection on each vehicle used in providing transportation through this contract.

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

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

- A. The Broker must perform monthly inspections, to verify that vehicles meet the requirements as specified by the IFB.
- B. The Broker's vehicles must be available to DHS/DMS or its agent for inspection at any time.
- C. Daily walk around vehicle inspection sheets are maintained and made available to DHS/DMS or the NET Monitoring Contractor when requested.
- D. The daily inspection sheets are a driver's report, commonly referred to as a Driver's Vehicle Inspection Report, prepared at the beginning (pre-trip) and completion of each days' work on each vehicle operated.
- E. The report will include a minimum checklist including, but not limited to:
  - Interior and Exterior of vehicle
  - Tires
  - Windshield
  - Diagram of the vehicle is shown on the inspection sheet
  - Parts and accessories to be covered by the driver during the inspection
- F. The model checklist must be submitted to DHS/DMS Monitoring Contractor for approval prior to the start of the contract.
- G. The report must identify the vehicle and list any defect or deficiency discovered by or reported to the driver which would affect the safety of operation of the vehicle or result in its mechanical breakdown.
- H. Required correction of defect or deficiency denoted in the written report "which would likely affect the safe operation of the vehicle" must be repaired prior to the operation of the vehicle.
- I. Records of all inspections must be maintained and available at the central business office for inspections by DHS/DMS.



J. Broker/Subcontractor Inspection of Sub-Contractor's Vehicles

AAAWA agrees prior to the execution of a service agreement between the Broker and a sub-contractor, the Broker must conduct an initial inspection of all the sub-contractor's vehicles and certify that the vehicles are in compliance with the specifications of this IFB>

K. Scheduled Inspections – Broker/Sub-Contractor Vehicles

Subsequent inspections to identify the need for repairs and to record preventative maintenance must be completed no later than thirty (30) days after the most recent inspection

L. Annual Vehicle Inspections

AAAWA agrees the Broker must also develop and implement an annual inspections process to verify that the vehicles meet the requirements as specified in the IFB. Annual inspections are recommended at the time of vehicle registration renewal.

## 2.27 QUALIFICATIONS, DRIVER AND ATTENDANT

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

### DRIVER

- Drivers must possess a valid driver's license for the state in which they reside for the class of vehicle to which they are assigned.
- Drivers must be a minimum of twenty-one (25) years of age as required by insurance provider.
- Drivers must exert professional driving skills at all times.
- Drivers must be courteous, patient and helpful to all passengers.
- Drivers must be neat and clean in appearance.
- Drivers must meet current State and Federal Motor Carrier Safety Regulations and Guidelines.

Drivers must meet all background investigation requirements

### ATTENDANT

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



## A. Driver Compliance Documents

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

AAAWA agrees to maintain the following records for each driver:

- Driver's name, date of birth, and social security number
- Copy of a valid driver's license
- Driving record for previous three (3) years obtained from Arkansas State Police or Information Network of Arkansas (INA) updated annually
- Certificates and documentation of current First Aid and CPR training, updated every two years
- Child and Adult Maltreatment Check, updated every three (3) years
- Criminal Background Check, updated every five (5) years
- Child passenger safety training
- Lift operation and wheelchair securement training
- Defensive Driving training
- Documentation of all complaints received regarding the driver
- Documentation of all accidents or moving violations involving the driver

## B. Broker Requirements

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

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

Background investigation reports are obtained on candidates for Driver and Attendant positions prior their offer for employment. A criminal history report, Child Maltreatment Central Registry report, Adult and Long-Term Care Facility Resident Maltreatment Central Registry report, and Motor Vehicle Report (Driver positions only) are obtained. If applicant has lived outside the State of Arkansas in the past 5 years a criminal background report will be obtained from the state where the applicant had lived prior to living in Arkansas. The following automatically disqualifies the candidate:



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

## 2.28 DRIVER INFLUENCES, DRIVER

- A. Broker and Sub-contractors must not use drivers who are known abusers of alcohol or known consumers of narcotics or other drugs that could impair their ability to perform their duties.
- B. If the Broker suspects a driver to be driving under the influence of alcohol, narcotics or other drugs, the Broker will immediately remove the driver from providing service to Medicaid beneficiaries until satisfactory review by the Broker, Sub-contractor, and DHS/DMS is completed.





## 2.29 LICENSES, REVOKED, OR SUSPENDED

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

## 2.30 FIRST AID CERTIFICATION

AAAWA will ensure that all driver will have current First Aid and CPR Training Certificates as required by this IFB and documentation of child passenger safety, defensive driving, and lift operation and wheelchair securement training.

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

## 2.31 FIRST AIDE AND CPR TRAINING

AAAWA will conform to the American Heart Association or American Red Cross guidelines.

- The curriculum will require hands-on skilled based instruction as well as written and practical testing and training.
- AAWA understands that testing and recertifications done solely online will not be accepted and that the instructor shall be qualified and authorized to teach the curriculum and will be certified by a national recognized organization.
- The instructor shall be qualified and authorized to teach the curriculum and shall be certified by a national recognized organization.

## 2.32 VIOLATIONS, DRIVING

Area Agency on Aging takes Safety very seriously and in accordance with the requirements of this IFB.

- Current or potential drivers who receive any combination of two (2) moving violations or accidents where the driver was at fault, during a 12 month period will be removed from service immediately.



- Removal of service includes violations that occurred when the driver is operating NET vehicles and as well as their personal vehicle.

## 2.33 PERFORMANCES MONITORING

AAAWA is committed to making sure that Transportation Department employees are providing the highest quality of service to the beneficiaries that we serve. AAWA recognizes that the greatest asset that any company can have is their employees. As an asset, AAWA is devoted to investing in each employee. This includes not only classroom training but also assessing the strengths of employees to optimize their performance. Employees are encouraged to foster a team spirit.

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



- Number of unduplicated beneficiaries receiving transportation
  - Number of trips provided
  - Number of requests for transportation denied, by reason
  - Denial rate (trips provided and/trips denied)
  - Number of complaints, by type
  - Complaint rate (complaints divided by trips provided)
  - Percentage of pick-ups and deliveries completed on time
  - Percentage of trips reported in which required trip data was accurately provided
  - Beneficiary satisfaction surveys
2. The above information may be used to assess damages or for termination of the contract.
- I. Complaint Reports
    1. The Broker must compile and analyze complaints on a monthly basis.
    2. A written report including the number of complaints by type and a description of corrective actions taken must be sent to the DHS/DMS NET Monitoring Contractor by the fifteenth (15<sup>th</sup>) day of the month following the end of the reporting month and upon request.

## 2.34 PERFORMANCE STANDARDS

AAAWA has clearly defined performance standards which measure the overall performance of NET Program Services.

- A. State law requires that all contract for services include Performance Standards for measuring the overall quality of services provided. Attachment C: Performance Based Contracting identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards a vendor must meet in order to avoid assessment of damages.
- B. The State may be open to negotiations of Performance Standards prior to contract award, prior to the commencement of services, or at times throughout the contract duration.
- C. The State shall have the right to modify, add, or delete Performance Standards throughout the term of the contract, should the State determine it is in its best interest



to do so. Any changes or additions to performance standards will be made in good faith following acceptable industry standards, and may include the input of the vendor so as to establish standards that are reasonably achievable.

- D. All changes made to the Performance Standards shall become an official part of the contract.
- E. Performance Standards shall continue throughout the term of the contract.
- F. Failure to meet the minimum Performance Standards as specified may result in the assessment of damages or termination of the contract.
- G. In the event a performance Standard is not met, the vendor will have the opportunity to defend, respond to, or cure to as determined by the State, the insufficiency. The State may waive damages if it determines there were extenuating factors beyond the control of the vendor that hindered the performance of services or it is in the best interest of the State. In these instances, the State shall have final determination of the performance acceptability.

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

AAAWA agrees to the Map of Regions.