

**MEMORANDUM OF AGREEMENT
BETWEEN**

**AND
ARKANSAS DEPARTMENT OF WORKFORCE SERVICES,
TO PROVIDE TRANSPORTATION SERVICES FOR TEA PARTICIPANTS**

Arkansas Department of Workforce Services, ("the Department") does hereby enter into this Memorandum of Agreement (MOA) with _____ ("the Transportation Provider") to provide transportation services specified herein. The point of contact for the Department for activities related to this MOA shall be the _____ DWS local office manager.

- I. The Department is the primary agency charged with helping adults increase their employment potential. The lack of transportation is a major barrier to those Transitional Employment Assistance (TEA) participants seeking services and/or employment. The purpose of this MOA is to provide transportation services to TEA participants who are unable to actively participate in the TEA program or obtain employment due to transportation barriers. The Transportation Provider shall provide transportation for TEA participants to the _____ DWS Local Office, to potential job sites, employment, training/educational sites, day care centers or other activities approved by the DWS Workforce Specialist and allowable under TEA policy.
- II. This MOA between the Department and the Transportation Provider to provide transportation services to current TEA participants residing in _____ County and/or Counties shall be for the period of _____ through _____.
- III. The Transportation Provider must comply with all statutes, regulations, codes, ordinances, and licensure or certification requirements applicable to the Provider or to the Provider's agents and employees, and to the subject matter of this MOA. Failure to comply shall be deemed inadequate performance.
- IV. The Transportation Provider agrees to hold the Department harmless and to indemnify the Department for any additional costs of alternately accomplishing the goals of this MOA, as well as any liability for costs or fees that the Department may sustain as a result of the Transportation Provider's lack of performance.
- V. The Transportation Provider agrees that entering into this agreement with the Department of Workforce Services should not be construed as a guarantee that the Transportation Provider will receive any specific number of TEA participant transportation referrals for any given period. The assignment of TEA participants to this provider shall be determined solely at the discretion of the Department.
- VI. Either party may cancel this MOA unilaterally at any time 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. Cancellation notices from the Transportation Provider must be sent to the _____ DWS local office manager. The Department may cancel this contract pursuant upon giving the Transportation Provider thirty (30) days written notice, and delivering notice of cancellation either in person or by certified mail, return receipt requested, restricted delivery.
- VII. In the event that Federal and/or State funds for this MOA become unavailable, the Department shall have the right to terminate this MOA without penalty. Availability of funds shall 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 price specified in this MOA. 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 Transportation Provider and the Department.

VIII. Performance evaluations shall be conducted by the Department as necessary to determine if the Transportation Provider's performance is adequate and may include on site visits, data review, and scheduled meetings. In addition, the Department shall conduct a final performance evaluation before the final payment is made, or the last month of the term of this MOA, whichever comes first. The final payment shall not be made until this final performance evaluation evidencing adequate performance is completed.

IX. The Performance Deliverables and Performance Indicators for this MOA are:

Performance Deliverable 1 – Summary of services to be provided

The Transportation Provider shall develop a service delivery system to provide transportation services to TEA participants who are unable to actively participate in the TEA program or obtain employment due to transportation barriers.

Performance Indicator 1

The target population for this MOA shall consist of TEA participants (adults and children) residing in _____ County and/or Counties. The DWS Workforce Specialist shall refer eligible participants to the Transportation Provider on the TEA-1427, Provider Service Authorization, form which shall serve as authorization to provide transportation services. The DWS Workforce Specialist shall make every effort to provide 24 hours notice to the Transportation Provider for transportation needs.

Performance Indicator 2

The Transportation Provider may also provide transportation for children of a TEA participant needing transportation to day care. The children must be transported in approved child safety seats corresponding to their age and weight.

Performance Indicator 3

The Transportation Provider shall provide vehicles manned by insured drivers that meet the following conditions:

- All drivers must be at least twenty-one (21) years of age and have a current valid Arkansas Driver's License, Class "D", "P" Endorsement. If state or federal regulations, or insurance requirements, are amended to require that drivers providing transportation services like those specified in this MOA are required to have a Commercial Driver's License, the Transportation Provider will ensure that their drivers comply with the amended requirements;
- All drivers must meet current State and Federal Motor Carrier Safety Regulations and guidelines;
- All drivers and attendants must have no prior convictions for drug related, substance abuse, sexual offenses, or crime of violence. A person who has been convicted of a felony or has been registered on either Child or Adult / Long Term Maltreatment Registry during the last five (5) years shall not be allowed to drive or attend passengers until a satisfactory review of the individual by the Transportation Provider and Department has been completed.

The Transportation Provider shall not use drivers who are known abusers of alcohol or known consumers of narcotics or dangerous drugs. If the Transportation Provider or Department suspects a driver to be driving under the influence of alcohol, narcotics, or dangerous drugs, the Transportation Provider shall immediately remove the driver from providing service to TEA participants. Individuals who have within the last five (5) years or currently have a suspended or revoked driver's license, commercial or other, are prohibited from driving for any purpose of this MOA. Drivers who receive any two combinations of two moving violations or accidents where the driver is at fault during the term of this MOA must be removed from service. All drivers must be courteous, patient and helpful to all passengers and be neat and clean in appearance. The Transportation Provider shall be responsible for gasoline, repair, maintenance, insurance and any other costs related to vehicles owned and/or

operated by the Transportation Provider and shall operate by individual needs of TEA participants requiring transportation services.

Performance Indicator 4

The Transportation Provider shall develop routes and pickup schedules to ensure that the TEA participant arrives for work no later than ten minutes prior to the start of the workday or appointment time and picks the TEA participant up within 45 minutes of the scheduled end of the workday or appointment time. The Transportation Provider shall provide route schedules to TEA participants being provided transportation services and the _____ DWS Local Office.

Performance Indicator 5

The Transportation Provider shall provide timely communication with DWS and TEA participants. In the event the TEA participant fails to use the authorized transportation service, the Transportation Provider shall inform the _____ DWS local office manager, or their designee, by the next working day by facsimile transmission that the participant was not available for pick up. No further services shall be provided to those participants that fail to access the services provided more than three (3) times without good cause. The DWS local office manager shall be the final judge as to whether the participant had good cause to miss a pre-arranged transport. See Performance Deliverable 5 - Rate of Pay, for information on payments to Transportation Providers in those instances where a participant fails to use a pre-arranged transport.

In the event of an emergency, the Transportation Provider shall provide a pager number/phone number to TEA participants requiring transportation services. The Transportation Provider shall respond to the TEA participant within thirty minutes of receiving a page/phone call from the TEA participant.

Performance Deliverable 2 - Providing TEA participants their rights and responsibilities

Performance Indicator 1

Written information on participant rights and responsibilities shall be provided to the TEA participant on the first day transportation services are delivered. The rights and responsibilities document will be supplied to the Transportation Provider by the Department.

Performance Deliverable 3 – Participant referral and service delivery procedures

The Transportation Provider agrees to abide by the following referral and service delivery procedures:

- A. The DWS Workforce Specialist determines the need for transportation.
- B. The DWS Workforce Specialist completes an authorization for transportation services by completing a TEA-1427, Provider Service Authorization, and sends the original and one copy to the Transportation Provider.
- C. The _____ DWS local office manager must authorize any transportation service covered by this MOA exceeding \$200.00 per calendar month per TEA case prior to the service being delivered.
- D. The Transportation Provider provides transportation as outlined in this MOA. The Transportation Provider is not guaranteed a minimum number of transportation referrals by the Department during the term of this MOA.
- E. The Transportation Provider shall notify the _____ DWS local office manager, or their designee, by the next working day by facsimile transmission if the TEA participant fails to use the

transportation service when scheduled or when the TEA participant discontinues using the service.

- F. The DWS Workforce Specialist shall notify the Transportation Provider via facsimile transmission, using a TEA-1404, Termination or Change of Service, by the next working day of any changes in a TEA participant that is receiving transportation services under this MOA that would effect the delivery of the service (for example a TEA participant has moved or is no longer eligible for services under this MOA).
- G. The Transportation Provider shall provide transportation services only for work related activity purposes addressed on the TEA-1427, Provider Service Authorization.
- H. The Transportation Provider shall maintain the confidentiality of TEA participants in compliance with federal and state laws and regulations.
- I. The Transportation Provider shall utilize funds provided by this MOA solely for the express purpose stated in this agreement.
- J. The Transportation Provider shall cooperate with all state and federal reviews and audits.
- K. The Transportation Provider shall obtain prior written approval of the DWS Director, or their designee, before release of any media and/or technical information regarding cooperative efforts of the Department and the Transportation Provider.

Performance Deliverable 4 – Hours of service

Transportation services shall be provided twenty-four hours a day, seven days a week.

Performance Deliverable 5 – Rate of pay

The Transportation Provider agrees to the following rate for providing transportation services specified in this MOA:

Hours/Rate Status Summary

Hours	Rate	Summary	Hours Defined
Regular Business Hours (Weekday)	\$15.00 Flat Rate + State Mileage Rate	\$15.00 flat rate plus current state mileage reimbursement rate per mile for distance traveled	Any trip* that originates after 6 am or before 6 pm – Monday through Friday
After Hours (Weeknight)	\$20.00 Flat Rate + State Mileage Rate	\$20.00 flat rate plus current state mileage reimbursement rate per mile for distance traveled	Any trip that originates before 6 am or after 6 pm – Monday through Friday
Weekend	\$25.00 Flat Rate + State Mileage Rate	\$25.00 flat rate plus current state mileage reimbursement rate per mile for distance traveled	Any trip that originates after 6 pm on Friday through 6 am on Monday
No Shows	\$15.00 Flat Rate	\$15.00 Flat Rate	

* A trip is defined as any occurrence whereby a TANF participant is picked up and delivered to a final destination. This does not include a TANF participant who is conducting Job Search Activities that require multiple stops. In these instances, rates of pay will be based upon the time spent transporting the TANF participant rather than mileage. These charges will be \$25.00 per hour, or \$12.50 per half-hour.

The rate shall be counted separately for each TEA participant being transported. If more than one TEA participant (as long as they are not participating in the same TEA case) is transported from the same originating location to the same destination, each individual TEA participant's rate shall be counted separately.

However, if a TEA parent(s) and their child (ren) are being transported together from the same originating location to the same destination, the rate shall be calculated as if only one person had been transported. An example of this would be a parent taking their children with them to keep an appointment at the _____ DWS Local Office.

The Transportation Provider must accept the fees shown above as payment in full, inclusive of all administrative costs, transportation costs, overhead, and profit, for all services required under this MOA. Prior to executing this MOA, the Transportation Provider shall furnish the Department a line item budget sheet detailing the projected yearly costs to be incurred by the Transportation Provider in providing the services specified in this MOA.

Upon the first two occurrences where a transport has been arranged for a TEA participant, and the participant fails to be at the pre-arranged trip origination point at the specified time, the Transportation Provider shall be paid for the trip in the amount that would have been paid if the transport had occurred, whether the participant had good cause to fail to show or not. This payment is only guaranteed for the first two no-shows caused by a particular TEA participant. The DWS local office manager shall use their discretion as to whether subsequent "no-shows" caused by this particular TEA participant shall result in a payment to the Transportation Provider.

Performance Deliverable 6 – Billing and payment procedures

The Transportation Provider agrees to abide by the following billing procedures:

- A. Two original copies of the invoices for the month, and copies of the TEA-1430, Transportation Billing/Routing Sheet, substantiating the charge, shall be presented by the Transportation Provider to the _____ DWS local office manager, or their designee, by the fifth (5th) working day of the month following the month of service. Page 2 of the TEA-187 will be used if company invoice or receipt is not available.
- B. The Transportation Provider shall be required to keep on file logs with daily destination points for each participant transported and any other information deemed necessary for audit purposes. The log shall contain, at a minimum, the following information, sorted by date and Participant Name/Social Security Number:
 - Participant Name
 - Participant Social Security Number
 - Date of Service
 - Pickup/Destination Points
 - Pickup/Delivery Times
 - Number of miles traveled by participant per trip
 - Signature by Participant Attesting to Delivery of Services
 - Indicate "No Show" by Participant
- C. The TEA-1430, Transportation Billing/Routing Sheet, shall be reviewed and compared to the Transportation Provider's invoice and approved by the _____ DWS local office manager, or their designee. The invoice and the TEA-1430, Transportation Billing/Routing Sheet, shall be submitted by the _____ DWS local office to the TANF Accounting office. The Transportation Provider shall submit an invoice that complies with DWS invoice requirements. Attachment A to this MOA is the summary of TANF invoice requirements. The _____ DWS local office shall authorize payment through the WISE system. However, the check cannot be released until the original approved invoice is received by the DWS Accounting Department. The _____ DWS local office should submit the approved invoice by the tenth (10th) working day of the month following the month of service.

- D. If the Department documentation does not agree with the TEA-1430, Transportation Billing/Routing Sheet; TEA-1427, Provider Service Authorization; and invoice submitted by the Transportation Provider, the _____ DWS local office manager, or their designee, shall note the discrepancies on the invoice and return to provider for correction. The provider will have 5 business days to return corrected invoice for approval. The correct invoice will be forwarded for payment. Payment shall be made at the agreed upon rate, and the Department shall authorize payment for disputed amounts upon resolution of the disagreement. Disagreements shall be resolved within 30 days, unless either party requests an extension.

Performance Deliverable 7 – Liability insurance

The Transportation Provider shall furnish the Department an insurance certificate documenting that liability insurance coverage purchased includes contractual liability coverage to protect the State, and must contain information required by the Motor Vehicle Responsibility Act, § 27-19-101 et seq.

Performance Indicator 1

Copies of current insurance certificate shall be provided to the Department prior to providing transportation services.

Performance Indicator 2

The Transportation Provider agrees to provide written notice to the Department in the event the insurance coverage changes and also provide copies of updated insurance certificates.

Performance Deliverable 8 - Transportation Provider and Department's mutual assurances

The Transportation Provider and the Department mutually agree to abide by the following assurances:

- A. Provide innovative approaches to removing transportation barriers and assisting TEA participants to become self-sufficient.
- B. Encourage communication and cooperation by discussing the need for assistance, services, and changes in plans, etc.
- C. Attend joint meetings to enhance coordination efforts, as deemed necessary by either party.
- D. Exchange data information necessary to meet state and federal reporting requirements.
- E. Comply with the TEA policy and TANF regulations in operation of the program.

The Department agrees to:

- A. Access federal TANF funds in accordance with the Deficit Reduction Act of 2005.
- B. Designate the _____ DWS local office manager to serve as coordinator of these efforts among agencies.
- C. Assess all TEA participants who are in need of transportation and refer appropriate TEA participants to the Transportation Provider on the TEA-1427, Provider Service Authorization.
- D. Respond in accordance with existing TEA policy when notified by Transportation Provider of non-cooperation by participant.
- E. Comply with all provisions as specified within this agreement.

- F. Notify Transportation Provider via facsimile transmission on the TEA-1427, Provider Service Authorization, of status changes/ineligibility of TEA participants for services.

The Transportation Provider agrees to:

- A. Educate participants regarding their rights and responsibility as a rider.
- B. Provide routine maintenance of vehicle to insure that the vehicle is in proper and safe working order at all times, with licenses, inspection, safety belts and approved child safety seats.
- C. Provide an insured, trained driver who meets the criteria listed under Performance Indicator 3 of Performance Deliverable 1.
- D. Provide insurance coverage consistent with Arkansas laws.
- E. Comply with all provisions as specified in this MOA.
- F. Clearly display company name and/or logo on the vehicle but does not obstruct the operator's view or restrict the safe operation of the vehicle.

Performance Deliverable 9 – Performance monitoring and remedies for unacceptable performance

Transportation Provider shall provide acceptable service performance. Acceptable Performance is defined as 100% compliance with the stated Program Deliverable and Performance Indicators.

Method and Frequency of Performance Monitoring

Performance evaluations shall be conducted as needed by the Department to determine if the Transportation Provider's performance is adequate.

Participant complaints and comments shall also be used to determine if the Transportation Provider is complying with the terms of this MOA.

The _____ DWS local office manager, or their designee, shall monitor the TEA-1427, Provider Service Authorization, and invoices for accuracy and timeliness of submission.

Unacceptable Performance and Remedies

Unacceptable performance shall be determined solely at the discretion of the Department. Remedies for Unacceptable Performance Indicators include one or more of the following:

1. The Department shall notify Transportation Provider in writing the reasons that performance is unacceptable. Transportation Provider shall submit a corrective action plan acceptable to the Department within 30 days of written notification.
2. Payment may be withheld or reduced.
3. This MOA may be terminated.

SIGNATURES:

Signatures indicate agreement to the provisions stated above and certification that parties are authorized to enter into such an agreement on behalf of the agencies represented.

For the Transportation Provider:

For the Department:

Signature Date

Signature Date

Title

Title

Address

Address

Tax Identification Number

ATTACHMENT A

SUMMARY OF DWS INVOICE REQUIREMENTS

1. An original invoice or Department-produced invoice is required to process an invoice. If the payment involves multiple appropriations/characters, an original invoice must be submitted for each appropriation/character.
2. Products of facsimile (FAX) transmission, copier, or “cut and paste” invoices, and signed facsimiles or copies of invoices are NOT considered valid original invoices.
3. Only “official” invoices and copies prepared by the Provider or Department prepared document signed by the Provider will be accepted.
4. If the Provider cannot provide an invoice, a Department prepared invoice signed manually on an original document and all copies by a responsible representative of the Provider will be accepted. The representative’s title and signature must be shown on all originals and copies.
5. If the Provider requests that payments be made via direct deposit, they must supply the Department with the name of the bank that will be receiving the deposits, the bank’s routing number, the Provider’s bank account number, whether it is a checking or savings account, the name of the account holder (if different than the Provider), and the name of any alternate payees for the bank account if there are any.
6. A document submitted as an invoice must meet the following:
 - A. The business name and address is required on original and Department prepared invoices.
 - B. If the name of the business firm is not printed on the invoice, but has been placed on it by rubber stamp, typewriter, or in ink, the original invoice must be signed manually by an official or agent of the business firm and must show the agent’s official title.
 - C. All invoices must be billed to the Department.
 - D. The invoice must have a complete description of the goods or services being billed. Do not use abbreviations (such as “P/R” or “cont.”) on Department-produced schedules. These are not standardized and may cause delays in the payment process due to invoices being returned for clarification purposes.
 - E. Invoices for services must have the date(s) of service.
 - F. The invoice must have total mileage and total amount paid. The information on the invoice must agree with the terms of the agreement.
7. If two or more names, corporate entities and/or addresses are printed on the invoice (for example, in the case of collaborative, etc.), the letterhead used for invoices must be that of the payee, matching the applicable W-9 and Provider file.
8. For invoices with multiple pages, each page must adhere to the requirements listed above in items 1 through 6. The pages must be numbered in successive order in the format “Page ____ of ____.”

**ARKANSAS DEPARTMENT OF WORKFORCE SERVICES,
Transportation Services Memorandum of Agreement
Statement of Rights and Responsibilities**

Transportation Provider Assurances:

- a. The Transportation Provider assures the Department of Workforce Services, ("the Department") that they shall comply with all the Department's requirements set forth in the Transportation Services Memorandum of Agreement ("the Agreement"). Failure to adhere to the assurances established in this agreement shall be grounds for the Department's written notification of immediate termination to participate as a Provider in the WISE Payment System.
- b. The Transportation Provider agrees to supply appropriate Department employees with proof of Employer Identification Number (EIN), proof of liability insurance, signed W-9 form, IRS Letter 147C and agrees that services will not be authorized if this information is not submitted.
- c. The Transportation Provider agrees that payment will be made only for the actual time transportation is provided in order for a participant to participate in activities determined, approved and required by the Department.
- d. The Transportation Provider agrees to report any change in arrangements that will affect the Transportation Provider, participant, and/or payment; within ten (10) calendar days from the date on which the change occurred.
- e. The Transportation Provider, as a business, agrees to submit a signed company invoice for billing of services with a completed TEA-1430, Transportation Billing/Routing Sheet. The Transportation Providers must sign the billing forms.
- f. The Transportation Provider agrees that checks for payment of services rendered will be made through the WISE Payment System.
- g. The Transportation Provider agrees that services provided to TEA participants of the Department will be in compliance with the non-discrimination laws under Title 45 of the Code of Federal Regulations: Part 80 (non-discrimination on the basis of race, sex, or national origin) and Part 84 (non-discrimination on the basis of disability); Title 28, Part 35 (non-discrimination on the basis of disability in state and local government services Final Rule; and Title 41 Part 60-74 (OFCCP: Affirmative Action Regulations and Handicapped Workers). The Transportation Provider acknowledges and will comply with federal and state regulations requiring affirmative action/equal opportunity in employment and service delivery. Copies of the referenced regulations and policy will be provided upon request.
- h. The Provider agrees to comply with the provisions of Audits of State and Local Governments and Nonprofit Organizations and any audits related to the Omnibus Budget Reconciliation Act. Copies of the above referenced circulars and guidelines will be furnished upon request.
- i. The Provider agrees to comply with any monitoring visits conducted by the DWS Monitoring Unit with written notification of the monitoring visit.
- j. The Transportation Provider agrees to obtain the parent /guardian's signature on each monthly billing form TEA-1430, Transportation Billing/Routing Sheet, and/or invoice prior to submission for payment.
- k. The Transportation Provider agrees that only directors, owners, or authorized representatives will sign the TEA-1430, Transportation Billing/Routing Sheet, and/or invoice.

Department Responsibilities

- a. The Department shall determine the eligibility of participants and fees to be assessed those authorized to be served through the WISE Payment System. The eligible participant will receive information relative to eligibility requirements, fees, verification information, and limitations on services/payment amounts, prior to any services rendered and payments made.
- b. Funds will be used to pay for only those services for which written authorization has been given. The Department will not pay for any services rendered by a Transportation Provider unless: 1) the service has been authorized by an appropriate Department employee(s) via TEA-1427, Provider Service Authorization; 2) a signed agreement has been received and is on file; and 3) other requirements relative to provider eligibility have been met.
- c. The Department agrees to notify the Transportation Provider of termination of services in a timely manner using the appropriate form and timeframes set forth in the TEA policy.
- d. It is the responsibility of the DWS Workforce Specialist to inform the Transportation Provider, via a TEA-1404, Termination or Change of Service, to Provider, by the next working day using facsimile transmission when services are to cease.
- e. The Department agrees to make available to the Transportation Provider necessary technical assistance concerning policy (including the transportation Memorandum of Agreement), record keeping requirements and billing procedures.
- f. The Department shall not be obligated to pay for any bills received more than thirty (30) calendar days after the end of the month for which services were rendered, unless the Transportation Provider can demonstrate good cause for untimely submission or required documentation/form.