



STATE OF ARKANSAS

DEPARTMENT OF HUMAN SERVICES (DHS)

Division of Medical Services

REQUEST FOR QUALIFICATIONS

DMS 2017-07

For

Medicaid Administrative Hearing Officers

Date Issued:

June 15, 2016

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SECTION 1

INTRODUCTION

1.1 Purpose

To provide qualified individuals to serve as impartial hearing officers to conduct administrative hearings, to hear appeals of long term care facilities and facility administrators, and to deliver written recommendations based on applicable state and federal laws and regulations and the facts presented at the hearing,

1.2 Background

Federal regulations 42 C.F.R. § 483.12, and Ark. Code Ann. § 20-10-208 and § 20-10-1005 mandate the provision of hearings for long term care residents alleging discharge in violation of law or regulation. Arkansas Medicaid provides medical assistance to categorically needy individuals, who have been determined eligible to receive federally funded financial assistance. The Medicaid Program also provides medical assistance to the medically needy individuals whose income or resources make them ineligible for a categorical program but are insufficient to meet medical needs

1.3 Overview of DHS Organization and Operations

DHS is the largest State agency in Arkansas with approximately 7,500 employees. Act 348 of 1985 allowed DHS to create a unified, comprehensive delivery system to improve the accessibility, availability, quality, and accountability of services delivered or purchased by DHS and to improve the administration and management of resources available to DHS.

Division of Medical Services (DMS) is one of sixteen Divisions and Offices that comprise DHS. The divisions provide services to the people of Arkansas and the Offices provide necessary support to the Divisions and DHS.

1.4 Scope of Service

To serve as impartial hearing officers, to conduct administrative hearings, to hear appeals of long term care facilities and facility administrators, and to deliver written recommendations based on applicable state and federal laws and regulations and the facts presented at the hearing. Written recommendations will be made to the Director, Division of Medical Services, or the Director of Human Services as required. In addition, hearing officers will hear appeals of long term care residents alleging discharge in violation of law or regulation. These hearings are mandated by federal regulations at 42 C.F.R. § 483.12, and Ark. Code Ann. § 20-10-208 and § 20-10-1005.

Hearing officers will, upon notification of appointment by the Arkansas Department of Human Services, Division of Medical Services, or the Office of Long Term Care, schedule a hearing date, time and manner of hearing (in-person, telephonic, etc.); set schedules for the exchange or submission of documentary evidence, briefs and statements of fact; conduct the hearing pursuant to the Arkansas Administrative Procedures Act; record the hearing; and prepare a Statement of Facts/Recommendation or Final Order as appropriate to the type of hearing. In matters resulting in a Final Order, the hearing officer will provide the Final Order to all parties to the case.

1.5 Contract Duration

Work will be done within the constraints of a professional service contract with a proposed effective period of September 1, 2016 through June 30, 2017.

The contract may be extended for up to six (6) additional years, contingent upon the approval by the Division/Office, review by the legislature, approval by the Arkansas Department of Finance and Administration (DFA), appropriation of necessary funding, and all necessary federal reviews and approvals.

1.6 Reimbursement

The rate of reimbursement for this professional legal service will be \$200.00 per hour.

Only signed original invoices will be accepted for payment. No payment will be made prior to the delivery of services.

- Your financial contacts for this project are as follows:
 - DMS.Invoices@arkansas.gov
 - Mark Looney (501-320-3948) – Mark.Looney@dhs.arkansas.gov
 - Christine Coutu (501-537-2195)- Christine.Coutu@dhs.arkansas.gov
- Invoices should be submitted monthly. Final invoices should be submitted within 45 days of the award period end date.
- Billed expenditures must stay within the budgeted line items approved in the agreement. Invoices resulting in the budgeted line items to be exceeded cannot be paid. To insure accurate tracking of budget vs. actual expenditures and timely payment we ask the following:
 - Descriptions of goods or services billed on the invoice should be easily identifiable to the correct budget line item.
 - If you believe you will exceed any of the budgeted line items during the agreement period, please contact us as soon as possible so that any budget issues can be addressed prior to providing services resulting in expenditures in excess of the budgeted line items.
- Each contractor should have a **Request for Taxpayer Identification Number and Certification form (W-9)** on file with OFA before payment can be processed. **W-9 Forms** may be obtained from the Internal Revenue Service office. The link to setup a State of Arkansas vendor number is: <https://www.ark.org/vendor/index.html> .
- Invoicing Requirements:
 1. Only “official” invoices prepared by the vendor will be accepted.
 2. We will accept and prefer electronic versions of the invoice. However, when printed, electronic invoices must present as an original document. **PLEASE DO NOT SEND INVOICES ELECTRONICALLY WITH SIGNATURES ON INVOICES.** Please email electronic invoices to all of the financial contacts listed above.
 3. A document submitted as an invoice must meet the following requirements:
 - a. All official invoices should have the following clearly displayed:
 - Business name and address
 - Billed To” address should display as follows:
Arkansas Department of Human Services
Division of Medical Services

Financial Activities
PO Box 1437 Slot S416
Little Rock, AR 72203

- Invoices for services must have the date(s) of service as ex. 01/01/15 through 01/31/15.
 - All invoices are required to have an invoice date and invoice number.
 - Contract Number, Purchase Order Number, and Contract Vendor Number
- b. The invoice must have a complete description of the goods or services being billed **as well as supporting documentation**. Do not use abbreviations (such as "P/R" or "cont."). These are not standardized and may cause delays in the payment process due to invoices being returned for clarification purposes.
 - c. The invoice must have the unit price and number of units billed or the lump sum price being billed. The invoice must also include the total amount billed. The information on the invoice must agree with the terms of the applicable contract or purchase order.
 - d. 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 and all copies of the invoice must be signed manually by an authorized agent of the business firm and must include the agent's official title with the vendor and mailed to the above address.
 - e. All handwritten invoices including invoices with letterhead which are handwritten must be signed manually by an authorized agent of the business firm and must include the agent's official title with the vendor and mailed to the above address.
4. If two or more names, corporate entities and/or addresses are printed on the invoice (for example, in the case of collaborative, TEA coalitions, etc.), the letterhead used for invoices must be that specifically of the payee, matching the applicable W-9 and vendor file.
 5. Products of facsimile (FAX) transmission, copier, or "cut and paste" invoices, and signed facsimiles or copies of invoices are NOT considered valid original invoices.
 6. For invoices with multiple pages, each page must adhere to the requirements listed above in items 3.a. through 3.e. The pages must be numbered in successive order in the format "Page ___ of ___."

If the respondent does not already have an Arkansas vendor number issued by Office of State Procurement (OSP), he/she shall obtain a vendor number and submit a completed and signed IRS Form W-9 before the contract is signed. The respondent shall submit proof of application for the vendor number with his/her complete proposal. Information and necessary forms to obtain a vendor number can be found on the following website: http://www.arkansas.gov/dfa/procurement/pro_vendor.html.

SECTION 2

RFQ SCHEDULE OF EVENTS

2.1 RFQ Schedule of Events

The following timetable is anticipated for the procurement process. All times refer to local time in Little Rock, Arkansas.

| Event | Date |
|--|-----------------------------|
| RFQ issued | June 15, 2016 |
| Due date and time for written questions | June 21, 2016 |
| Due date for answers to questions | On or about June 28, 2016 |
| Closing date and time for receipt of applications | 10:00 am CDT, July 13, 2016 |
| Date and time for opening of applications | 10:00 am CDT, July 13, 2016 |
| Completion of application review and selection of potential awardee(s) | July 19, 2016 |
| Anticipation to Award posted | On or about July 20, 2016 |
| Contract start (Subject to State approval) | September 1, 2016 |

SECTION 3

GENERAL REQUIREMENTS AND INFORMATION

3.1 Issuing Officer

This RFQ is issued by the State of Arkansas (the State), Department of Human Services (DHS), Division of Medical Services, (hereinafter referred to as the Division/Office).

Although communications regarding protests are permitted in accordance with Arkansas Code Annotated (ACA) §19-11-244, from the issue date of this RFQ until a successful respondent is selected and announced, respondents shall limit all other communications with any state staff about this or a related procurement to the RFQ Issuing Officer. All questions and requests for clarification should be addressed to the following Issuing Officer:

Warren Jensen, Issuing Officer
DHS/Division of Medical Services
PO Box 1437 Slot S416
Little Rock, AR 72203-1437
Warren.Jensen@dhs.arkansas.gov
(501) 537-1066

3.2 Questions

Respondents with questions about the RFQ shall submit their questions in writing by the date and time specified in Section 2.1. Respondents shall submit their written questions to the Issuing Officer identified in Section 3.1. Respondents may submit their questions by FAX or e-mail, but it remains the respondent's responsibility to guarantee receipt of the questions by the specified time and date. The State accepts no responsibility for accurate or timely receipt of FAX or e-mail submissions from respondents. Questions received after the due date and time will not be answered.

The Issuing Officer will post written responses on the DHS website by the date specified in Section 2.1, for all written questions received by the due date.

Respondents shall rely only on these written responses as the official answers to questions related to this RFQ.

3.3 Application Submittal

To be considered, each respondent shall submit a completed, signed, dated Application to Contract in response to this RFQ, using the format provided (see **Attachment B**). An official who is authorized to bind the respondent to its provisions must sign the application in ink.

The respondent shall not include promotional materials with the application.

3.4 Application Preparation Costs

All costs for developing the response to this RFQ are solely the responsibility of the respondents. The State

will provide no reimbursement for such costs. The State is not liable for any cost incurred by any respondent prior to the issuance of any agreement or contract.

All applications, inquiries, or correspondence relating to or in reference to this RFQ will become the property of the State and will not be returned.

3.5 Opening of Applications

The Division/Office will publicly open applications that were received by the date and time identified in Section 2.1. Individuals wishing to attend the public opening may contact the Issuing Officer for location information.

3.6 Acceptance of Applications

All applications properly submitted in accordance with the above rules shall be accepted by the Division/Office. However, the Division/Office reserves the right to request necessary amendments or supplementation to applications or to reject any or all applications received, amend the RFQ, or cancel this RFQ at any time, according to the best interest of the State.

The State reserves the right to waive minor irregularities in applications providing they meet the rules of procurement and mandatory requirements. Such a waiver shall be done in the best interest of the State and shall in no way modify the RFQ requirements or excuse the respondent from full compliance with the RFQ specifications, including contract requirements if the respondent is awarded a contract.

3.7 Rejection of Applications

The State reserves the right to reject any and all applications received as a result of this RFQ. Failure to furnish all information may disqualify a respondent. If the respondent takes exceptions to the RQ that are not acceptable to the State, the application may be rejected.

Applications will not be considered if submitted by any person or entity subject to debarment or exclusion under applicable laws, regulations, or rules in effect at the time the application is made, reviewed, or both.

3.8 Disposition of Applications

All applications become the public property of the State and will be a matter of public record subject to the provisions of the Arkansas Freedom of Information Act, ACA §25-19-101 et seq. In accordance with ACA §25-19-105 (b) (9) (A), to prevent any parties from obtaining information that would result in an unfair competitive advantage, no applications will be released prior to the announcement of the results of the procurement process.

If the proposal contains material that is considered by the respondent to be confidential under state or federal law for any reason including because it is proprietary, copyrighted, or capable of giving an unfair advantage to competitors, the respondent must submit one electronic copy (disk) of the proposal in Microsoft readable format with that material redacted. In an attachment to the Application to Contract, respondent shall set out the basis for the claim of confidentiality or potential unfair advantage. See Section 4.1

The State shall have the right to use all ideas, or adaptations of those ideas, contained in any application received in response to the RFQ. Selection or rejection of the proposal shall not affect this right.

3.9 Subcontracting

Each respondent in its application shall designate only one organization as the primary contractor. All other participating organizations shall be designated as subcontractors and all subcontractors are subject to prior approval by the Division/Office. Contractor shall make available to DHS a copy of the subcontract agreement(s), upon request.

Respondents shall certify that they have all the necessary resources to complete the work described in the RFQ Scope of Service section. Only the subcontractors approved by the Division/Office shall work on the contract. Respondents must attach to their application a statement from each subcontractor confirming his/her willingness and ability to perform the work designated in the application. Respondents shall not make multiple applications as the primary contractor under one proposal and as subcontractor in other proposals.

3.10 Minority Business Policy

Minority participation is encouraged in this and all other procurements by state agencies. "Minority" is defined by ACA §15-4-303 as "black or African American, Hispanic American, American Indian or Native American, Asian, Pacific Islander, or a service-disabled veteran as designated by the United States Department of Veterans Affairs. The Division of Minority Business Enterprise of the Department of Economic Development conducts a certification process for minority businesses. Respondents unable to include minority-owned businesses as subcontractors may explain the circumstances preventing minority inclusion.

3.11 Prohibited Solicitation

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 (ACA §19-11-229). If this provision is violated, the State shall have the right to reject the proposal, annul the contract without liability, or deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

3.12 RFQ Amendments

The Division/Office reserves the right to amend the RFQ prior to opening of the applications. Prior to the due date for applications, Issuing Officer will post amendments, addenda and clarifications on the DHS website.

After that date, amendments, addenda, and clarification will be sent only to vendors who submitted acceptable applications.

3.13 Application Amendments and Rules of Withdrawal

Prior to the date of award, a respondent may withdraw his/her application by submitting a signed, written request for its withdrawal to the Division/Office.

The Division/Office will not accept any amendments, revisions, or alterations to the applications after the proposal due date unless such changes were requested by the Division/Office.

3.14 Respondent's Contact Person

Respondent will provide the name and telephone number, including area code, of an authorized person in its company who may be contacted regarding this RFQ response.

3.15 Anticipation of Award

After complete evaluation of the applications, the anticipated award will be posted on the DHS website. The purpose of the posting is to establish a specific time in which vendors and agencies are aware of the anticipated award. The results will be posted for a period of fourteen (14) days prior to the issuance of any award. Vendors and agencies are cautioned that these are preliminary results only, and no official award will be issued prior to the end of the fourteen day posting period. Accordingly, any reliance on these preliminary results is at the agency's/vendor's own risk.

OSP reserves the right to waive this policy when it is in the best interests of the State.

3.16 Awarding of Contract

Only those applications meeting the minimum qualifications as defined in this RFQ shall be considered for award.

The Division/Office may decline to enter into a contract as a result of this RFQ. If contract(s) is/are awarded, they shall be awarded to the respondent(s) whose application(s) is/are determined to be most advantageous to DHS. The State is not liable for any cost incurred by any respondent prior to the issuance of any contract. The contract is subject to state approval processes including but not limited to approval by DFA and legislative review as well as federal agency oversight and is not valid until those processes are complete.

The Division/Office reserves the right to award multiple contracts.

3.17 Notification

Upon completion of the proposal evaluations, DHS will send a notice of results to all respondents..

3.18 Certification Prior to Award

PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS: Pursuant to, Arkansas Code Annotated § 19-11-105, prior to the award of a contract, selected vendor **must** have a current certification on file with OSP stating they do not employ or contract with any illegal immigrants.

DHS will notify the selected vendor(s) prior to award if their certification has expired or is not on file. Instructions for completing the certification process will be provided for the vendor(s) at that time

3.19 Rules of Procurement

Any actual or prospective respondent, offeror or contractor who is aggrieved in connection with the solicitation or award of a contract may file a written protest with the OSP Director within fourteen calendar days after the respondent knows or should have known of the facts giving rise thereto in accordance with A.C.A. §19-11-244. The OSP 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 protest with the parties in accordance with A.C.A. §19-11-244. This decision will be final and conclusive.

3.20 Restriction on Communications with State Staff

Although communications regarding protests are permitted in accordance with A.C.A. §19-11-246, from the issue date of this RFQ until a successful respondent is selected and the selection is announced, respondents shall limit all other communications with any state staff about this or a related procurement to the RFQ Issuing Officer. If this provision is violated, the state shall have the right to reject the proposal and annul the contract without liability.

3.21 Equal Employment Opportunity Policy

In compliance with **Act 2157 of 2005**, for all contracts exceeding \$25,000.00, OSP is required to have a copy of the vendor's Equal Employment Opportunity (EEO) Policy prior to issuing a contract award to the vendor. The vendor may submit its EEO policy as a hard copy accompanying vendor's response to this solicitation or in electronic format to DHS at the following e-mail address, Warren.Jensen@DHS.Arkansas.Gov. DHS will submit the successful respondent's EEO policy to OSP and OSP will maintain a file of all vendor EEO policies received. The submission by the successful respondent is a one-time requirement but vendors are responsible for providing updates or changes to their respective policies as necessary. Vendors that do not have an established EEO policy will not be prohibited from receiving a contract award, but are required to submit a written statement attesting that they do not have an EEO policy.

SECTION 4

PROPOSAL REQUIREMENTS

4.1 General Proposal Requirements

The application consists of the appropriately completed, signed, and dated Application to Contract (see Attachment B.)

The applications shall be received by the Division/Office by the date and time identified in Section 2.1. **APPLICATIONS RECEIVED AFTER THE DEADLINE WILL NOT BE CONSIDERED.** The envelope must be clearly labeled with the name and number of the RFQ as indicated on the cover page of this RFQ.

To be considered, the Application to Contract must be completed in its entirety and must be signed in ink by an official authorized to bind the respondent to its provisions.

NOTE: If the application contains material that is considered by the respondent to be confidential under state or federal law for any reason including because it is proprietary, copyrighted, or capable of giving an unfair advantage to competitors, the respondent must submit one electronic copy of the proposal (disk) in Microsoft readable format with that material redacted. **Respondent shall clearly identify the disk as the redacted version.** In an attachment to the Application to Contract, respondent shall set out the basis for the claim of confidentiality or potential unfair advantage. See Section 3.8.

Applications to Contract may be hand delivered to: Warren Jensen
DHS/Division of Medical Services
700 7th Street
Little Rock, AR 72201

OR mailed by United States mail to: Warren Jensen
DHS/Division of Medical Services
PO Box 1437 Slot S416
Little Rock, AR 72203-1437

OR mailed by commercial mail to: Warren Jensen
DHS/Division of Medical Services
112 West 8th Street Slot S416
Little Rock, AR 72201-4608

4.2 Application to Contract

Note the following instructions regarding the completion of the Application to Contract:

- Arkansas law defines “minority” as black or African American, Hispanic American, American Indian or Native American, Asian, Pacific Islander, or a service-disabled veteran as designated by the United States Department of Veterans Affairs;
- If respondent is NOT a **Corporation, Limited Liability Company, Limited Partnership, or Limited Liability Partnership** respondent must provide documentation evidencing proof of filing as either a **Corporation, Limited Liability Company, Limited Partnership, or Limited Liability Partnership** with the Arkansas Secretary of State’s office.
 - Out-of-state respondents must submit a copy of their Certificate of Authority from the Arkansas Secretary of State authorizing the respondent to transact business in the State of Arkansas before a contract can be executed, in accordance with A.C.A. §4.27-1501 and §4-27-1502.
- If the application contains material that is considered by the respondent to be confidential under state or federal law for any reason including because it is proprietary, copyrighted, or capable of giving an unfair advantage to competitors, the respondent must set out the basis for the claim of confidentiality or potential unfair advantage in an attachment to the Application to Contract.
- If services are to be provided by subcontractors, respondent shall include statements from each subcontractor, signed by an individual authorized to legally bind the subcontractor, stating:
 - The scope of work to be performed by the subcontractor;
 - The subcontractor’s willingness to perform the work indicated;
 - The subcontractor’s certification that he/she does not discriminate in its employment practices with regard to race, color, religion, age, sex, national origin, or handicap;
- If services are to be provided by subcontractors, respondent shall include a statement of the exact amount of work to be done by the primary contractor (not less than 50%) and each subcontractor as measured by price.
- The Application to Contract (**Attachment A**) must be signed in ink by an individual authorized to legally bind the respondent.
- If the application deviates from the detailed requirements of this RFQ in any manner, the respondent must attach an explanation to the Application to Contract. The State reserves the right to reject any application containing such deviations.

4.3 Disclosure of Litigation

The respondent (and any subcontractors offering services) shall disclose in the application their involvement in any litigation that could affect the project or contract.

The respondent must identify, for all projects undertaken for the past three years, any claims, disputes, or disallowances imposed by any funding agency. In addition, a statement of any assignments, contractual obligations, and the respondent’s involvement in litigation that could affect this work shall be included. Respondent must identify any contract termination(s) that have occurred or that were initiated by either party.

4.4 Mandatory Requirements

The following are the mandatory requirements for this RFQ. Failure to meet these requirements will result in an application being rejected.

4.4.1 Application to Contract must be received by time and date specified in Section 2.1.

4.4.2 Application to Contract must be completed and signed by individual authorized to legally bind the respondent, as specified in Section 4.2.

4.4.3

| | | |
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| <p>MINIMUM QUALIFICATIONS (qualifications that MUST be met to be eligible for this contract, return this portion with the application to contract).</p> | <p>Respondent shall indicate "YES" if he/she does meet the qualification and "NO" if he/she does not</p> | |
| <p>1. A valid law license in the State of Arkansas.</p> | <p>YES <input type="radio"/></p> | <p>NO <input type="radio"/></p> |
| <p>2. Knowledge of state and federal laws and regulations applicable to the appeals involved.</p> | <p>YES <input type="radio"/></p> | <p>NO <input type="radio"/></p> |
| <p>Note: Individuals are prohibited from acting as a hearing officer if the individual, or a firm with whom the individual is associated, represents long-term care facilities licensed by the Office of Long Term Care or Medicaid</p> | <p>YES <input type="radio"/></p> | <p>NO <input type="radio"/></p> |

4.4.4

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| <p>COMPLETE PROPOSAL A complete proposal consists of the following:</p> | <p>1. Certificate of good standing from the Arkansas Supreme Court. 2. Current resume that includes the dates of employment for the past 10 years, type of Law practiced, and whether the individual or any firm with whom the respondent has associated has represented a long-term care facility.</p> |
| | <p>3. Signed and dated Application to Contract form and completed 4.4.3 form.</p> |
| | <p>4. Equal Employment Opportunity policy (or statement that you do not have one)</p> |

SECTION 5

EVALUATION AND CONTRACT SELECTION

5.1 EVALUATION OF PROPOSALS

Following the public opening of applications, the Division/Office shall examine the proposals to determine if mandatory requirements of the RFQ have been agreed to or met as set forth in the RFQ. Only those proposals which are determined to meet the mandatory requirements shall be considered.

Any response that fails to meet the mandatory requirements shall be deemed non-responsive and shall be rejected without further review or evaluation. The State reserves the right to waive minor irregularities and to reject any and all proposals.

Division/Office shall review those proposals that ARE deemed responsive and shall determine which, in the best interest of the State, shall be selected for contracting.

**ATTACHMENT B
ARKANSAS DEPARTMENT OF HUMAN SERVICES
PERFORMANCE BASED CONTRACTING**

NOTE: These Performance Based Standards are EXAMPLES ONLY and represent the types of indicators which will be included in the contract.

Pursuant to Ark. Code Ann. § 19-11-1010 *et seq.*, the selected contractor shall comply with performance based standards. Following are the performance based standards that will be a part of the contract and with which the contractor must comply for acceptable performance to occur under the contract.

- I. The contractor must comply with all statutes, regulations, codes, ordinances, and licensure or certification requirements applicable to the contractor or to the contractor's agents and employees and to the subject matter of the contract. Failure to comply shall be deemed unacceptable performance.
- II. Except as otherwise required by law, the contractor agrees to hold the contracting Division Office harmless and to indemnify the contracting Division/Office 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 contracting Division/Office may sustain as a result of the contractor's performance or lack of performance.
- III. During the term of the contract, the division/office will complete sufficient performance evaluation(s) to determine if the contractor's performance is acceptable.
- IV. 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.

State law requires that all contracts for services include Performance Standards for measuring the services provided. Attachment B: Performance Standards identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards a vendor **must** meet in order to avoid assessment of damages

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.

All changes made to the Performance Standards **shall** become an official part of the contract. Performance Standards **shall** continue throughout the term of the contract. Failure to meet the minimum Performance Standards as specified **shall** result in the assessment of damages.

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

Statement of Work

To serve as impartial hearing officers to conduct administrative hearings, to hear appeals of long term care facilities and facility administrators, and to deliver written recommendations based on applicable state and federal laws and regulations and the facts presented at the hearing. Written recommendations will be made to the Director, Division of Medical Services, or the Director of Human Services as required. In addition, hearing officers will be used to hear appeals of long term care residents who allege that they were discharged in violation of law or regulation. These hearings are mandated by federal regulations at 42 C.F.R. § 483.12, and Ark. Code Ann. § 20-10-208 and § 20-10-1005.

Hearing officers will, upon notification of appointment by the Arkansas Department of Human Services, Division of Medical Services, or the Office of Long Term Care, schedule a hearing date, time and manner of hearing (in-person, telephonic, etc.); set schedules for the exchange or submission of documentary evidence, briefs and statements of fact; conduct the hearing pursuant to the Arkansas Administrative Procedures Act; record the hearing; and prepare a Statement of Facts/Recommendation or Final Order as appropriate to the type of hearing. In matters resulting in a Final Order, the hearing officer will provide the Final Order to all parties to the case.

Performance Standards Benchmarking Service Projects

| | | |
|---|---|--|
| <p>Conduct impartial hearings of appeals from involuntary discharges from long term care facilities.</p> | <p>Unless waived by both parties, initiate the hearing within fourteen (14) days of the date of the filing of the notice of appeal.</p> | <p>10% shall be credited from the payment for each day late.</p> |
| | <p>Issue a final determination and order within seven (7) days of the completion of the hearing.</p> | <p>10% shall be credited from the payment for each day late.</p> |

| | | |
|--|--|--|
| <p>Conduct impartial hearings of appeals of Medicaid providers, long-term care facilities, and long-term care administrators.</p> | <p>Unless waived by the appealing party, initiate the hearing within forty-five (45) days of the date of the filing of the notice of appeal.</p> <p>Issue a recommended decision to the Director of the Department within ten (10) working days after the close of the hearing, the receipt of the transcript, or the submission of post-trial briefs requested or approved by the hearing officer, whichever is latest.</p> | <p>10% shall be credited from the payment for each day late.</p> <p>10% shall be credited from the payment for each day late</p> |
| <p>Shall maintain a valid law license in the state of Arkansas.</p> | <p>Immediately upon award of the contract and at all times during the life of the contract.</p> | <p>The contract shall be terminated if license reinstatement is not achieved within ten (10) calendar days of the loss of the license.</p> |

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| <p>Shall not preside over any matters in which the hearing officer has a conflict of interest, including, but not limited to representation of long term care facilities or affiliation with a law firm or practice that represents long term care facilities during the term of the contract.</p> | <p>Immediately upon award of the contract and at all times during the life of the contract.</p> | <p>The contract shall be terminated.</p> |
| <p>No validated complaints from facilities, administrators and other Medicaid providers based upon a lack of knowledge of state and federal laws and regulations applicable to the appeals heard.</p> | <p>Immediately upon award of the contract and at all times during the life of the contract</p> | <p>Total contract price shall be reduced by seventy-five dollars (\$75.00) for each validated complaint.</p> |

REMEDIES FOR UNACCEPTABLE PERFORMANCE

Acceptable performance of all provisions and performance indicators in this contract shall be determined in the sole discretion of the contracting division. In addition to other remedies identified herein, one or more of the following remedies may be imposed for unacceptable performance of a provision or performance indicator:

1. Contractor will be required to submit and implement an acceptable corrective action plan. Payment may be delayed pending satisfactory implementation of the plan.
2. Payment may be withheld or reduced.
3. The Contract may be terminated.

The remedies listed above are in addition to all others available at law or equity.

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