

BID RESPONSE PACKET
710-19-1023

BID SIGNATURE PAGE

Type or Print the following information.

PROSPECTIVE CONTRACTOR'S INFORMATION				
Company:	Public Consulting Group, Inc.			
Address:	148 State Street			
City:	Boston	State:	MA	Zip Code: 02109
Business Designation:	<input type="checkbox"/> Individual <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Public Service Corp <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 <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			
Provide contact information to be used for bid solicitation related matters.			
Contact Person:	Kevin Hutchinson	Title:	Manager
Phone:	919-576-2210	Alternate Phone:	919-824-4773
Email:	KHutchinson@pcgus.com		

CONFIRMATION OF REDACTED COPY
<input type="checkbox"/> YES, a redacted copy of submission documents is enclosed. <input checked="" 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. <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>

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 checked="" 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:  Title: President, Founder, and CEO
Use Ink Only.


Printed/Typed Name: William S. Mosakowski Date: March 14, 2019

SECTION 1 - 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.

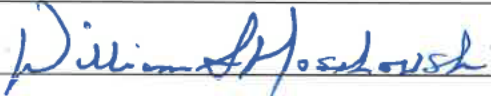
Vendor Name:	Public Consulting Group, Inc.	Date:	March 14, 2019
Signature:		Title:	President, Founder, and CEO
Printed Name:	William S. Mosakowski		

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.

Vendor Name:	Public Consulting Group, Inc.	Date:	March 14, 2019
Signature:		Title:	President, Founder, and CEO
Printed Name:	William S. Mosakowski		

SECTION 3 - VENDOR AGREEMENT AND COMPLIANCE

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

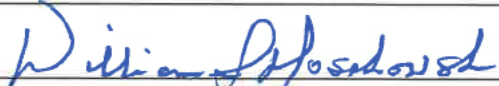
By signature below, vendor agrees to and **shall** fully comply with all Requirements as shown in this section of the bid solicitation.

Vendor Name:	Public Consulting Group, Inc.	Date:	March 14, 2019
Signature:		Title:	President, Founder, and CEO
Printed Name:	William S. Mosakowski		

SECTION 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.

Vendor Name:	Public Consulting Group, Inc.	Date:	March 14, 2019
Signature:		Title:	President, Founder, and CEO
Printed Name:	William S. Mosakowski		

PROPOSED SUBCONTRACTORS FORM

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

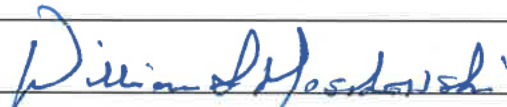
PROSPECTIVE CONTRACTOR PROPOSES TO USE THE FOLLOWING SUBCONTRACTOR(S) TO PROVIDE SERVICES.

Type or Print the following information

Subcontractor's Company Name	Street Address	City, State, ZIP

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:	Public Consulting Group, Inc.	Date:	March 14, 2019
Signature:		Title:	President, Founder, and CEO
Printed Name:	William S. Mosakowski		



STATE OF ARKANSAS
 DEPARTMENT OF HUMAN SERVICES
 700 South Main Street
 P.O. Box 1437 / Slot W345
 Little Rock, AR 72203

ADDENDUM 1

TO: Vendors Addressed
FROM: Chorsie Burns
DATE: February 22, 2019
SUBJECT: 710-19-1023: Inspections of Care

The following changes to the above-referenced IFB have been made as designated below:

- Change of Specifications
- Change of Pricing Sheet
- Change of Bid Opening Time and Date
- Cancellation of Bid
- Other

BID OPENING DATE AND TIME

Bid opening date and time remain unchanged.

CHANGE OF PRICING SHEET

In the Quality of Care Reviews section (page 8) the following changes in the estimated annual volume is to be made:

Description	Estimated Annual Volume	Unit Price Per Review	Extended Amount
Quality of Care Reviews			
Division of Youth Services (DYS) Secure Residential Treatment Facilities	5	\$ 7,158	\$ 35,789
DYS Specialized Residential Treatment Programs	10	\$3,714	\$ 37,136

OTHER

In the IFB page 26, Section 3.1, Item A, **PAYMENT AND INVOICE PROVISIONS** all invoices shall be forwarded to:

DMS.Invoices@arkansas.gov

Invoice procedures shall be as outlined in Attachment H Invoice Procedures.

The changes made by virtue of this addendum become a permanent addition to the above referenced IFB. Failure to return this signed addendum may result in rejection of your proposal.

If you have questions, please contact Chorsie Burns at chorsie.burns@dhs.arkansas.gov

Company: Public Consulting Group, Inc.

Respondent Signature: *William J. Johnson*

Date: March 14, 2019

Contract Number _____
Attachment Number _____

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

Failure to complete all of 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

TAXPAYER ID NAME: Public Consulting Group

IS THIS FOR:

Goods? Services? Both?

YOUR LAST NAME: William FIRST NAME Mosakowski

ADDRESS: 148 East State Street

STATE: MA ZIP CODE: 02109

COUNTRY: USA

CITY: Boston

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 [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? [i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.]	Relation
	Current	Former		From MM/YY	To MM/YY		
General Assembly							
Constitutional Officer							
State Board or Commission Member							
State Employee							

None of the above applies

FOR AN ENTITY (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, 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 [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?	Ownership Interest (%)	Position of Control
	Current	Former		From MM/YY	To MM/YY			
General Assembly								
Constitutional Officer								
State Board or Commission Member								
State Employee								

None of the above applies

Contract Number _____
Attachment Number _____

Action Number _____

Contract and Grant Disclosure and Certification Form

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 J. Barber Title CEO Date 3/14/19

Vendor Contact Person Jamin Barber Title Senior Consultant Phone No. (512) 777-5469

Agency use only	Agency	Agency	Contact	Contact
Agency Number <u>0710</u>	Agency Name <u>Department of Human Services</u>	Agency Contact Person	Phone No.	Contract or Grant No.

Equal Employment Opportunity Statement

Public Consulting Group, Inc. is committed to a policy of equal employment opportunity. In keeping with this policy and in compliance with federal law, including the provisions of Title VII of the Civil Rights Act of 1964, Section 503 and 504 of the Rehabilitation Act of 1973 and the American's with Disabilities Act of 1990, all decisions regarding recruitment, hiring, training, promotion, compensation, benefits, transfers, layoffs, return from layoff, company-sponsored training, education, and social and recreational programs will be administered without regard to race, color, religious creed, sex, gender, marital status, age, sexual orientation, gender identity, national or ethnic origin, citizenship status, military service, disability or disabling conditions, or any other protected status.

Public Consulting Group, Inc. is also committed to fully utilizing and treating equally all minority groups, women, veterans, and disabled individuals by following an affirmative action policy and plan. The goals of this affirmative action policy and plan are to eliminate institutional barriers in employment that tend to perpetuate the status quo and to eliminate the effects of any past discriminations. In effectuating this affirmative action policy and the policy of equal employment opportunity, I am requesting all staff to cooperate with our Equal Employment/Affirmative Action (EEO/AA) Chief Human Resource Officer in working toward and achieving these goals.

Public Consulting Group Inc. posts notices setting forth the provisions of this equal employment opportunity policy in conspicuous places, available to current employees and applicants for employment. The firm's equal opportunity and affirmative action commitment is also posted in all recruitment advertising.

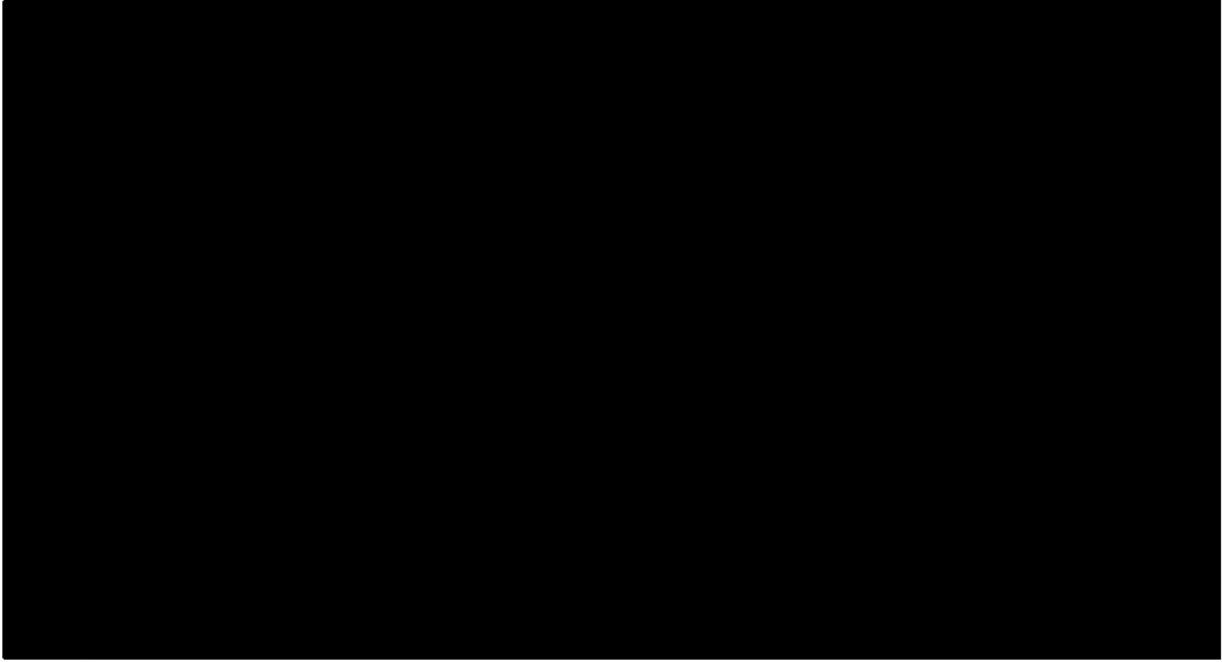
Any questionable discriminatory actions relating to race, color, religious creed, gender, marital status, age, sexual orientation, gender identity, national or ethnic origin, Veteran status, disabilities or disabling conditions of any kind and all other protected classes should be reported immediately to me or to the designated Equal Employment Opportunity/ Affirmative Action ("EEO/AA") Chief Human Resource Officer at 148 State Street, Tenth Floor, Boston, Massachusetts, 02109.

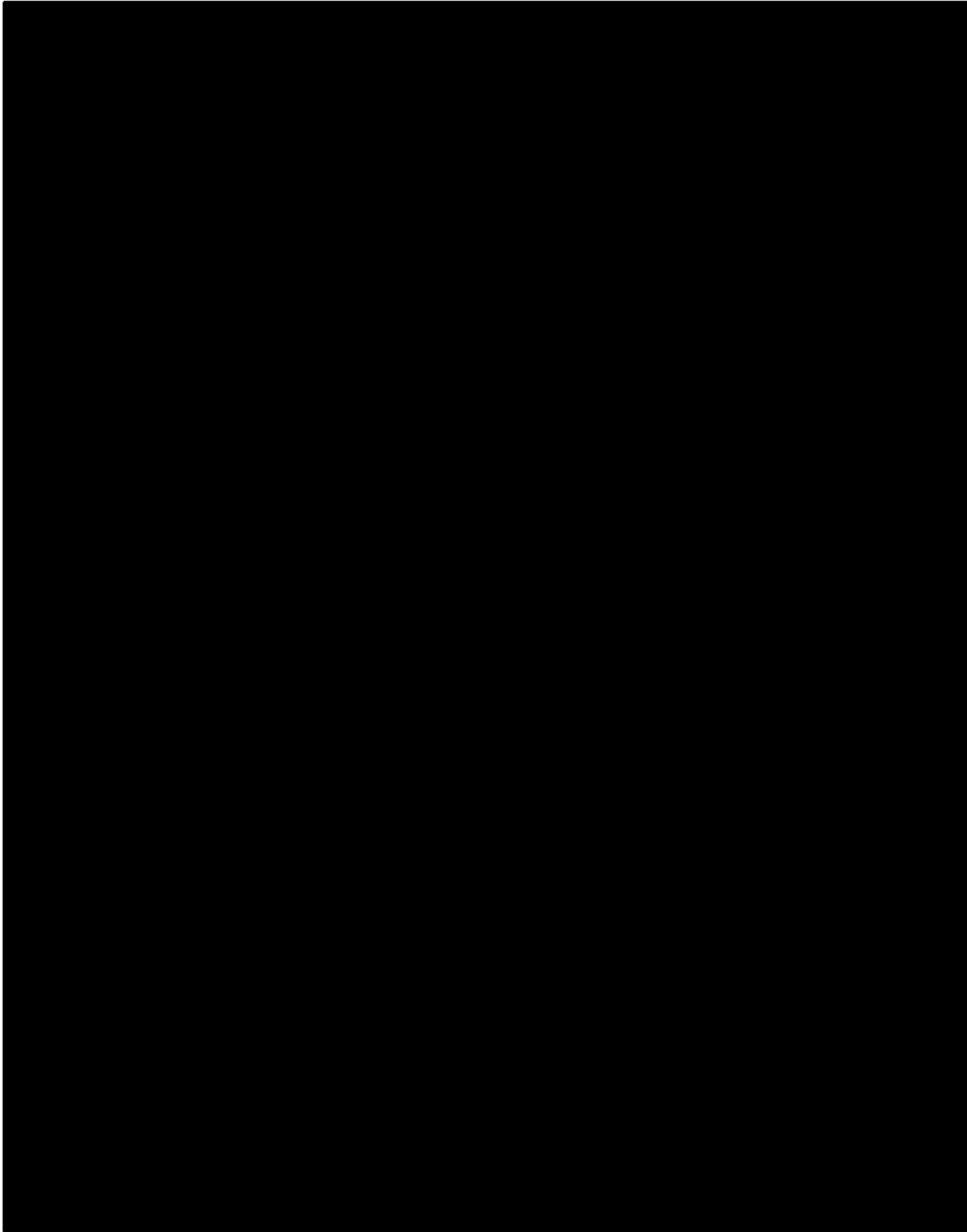


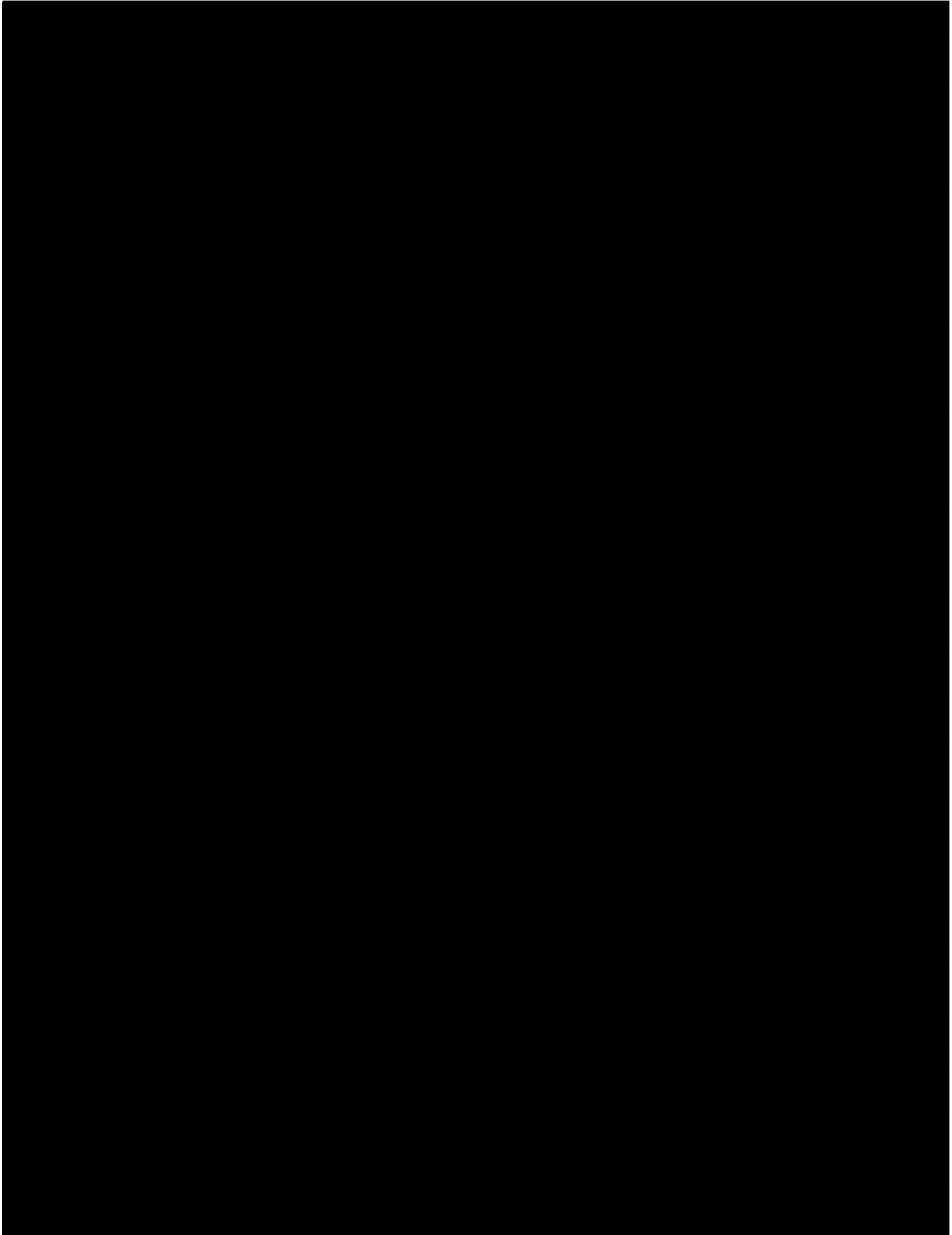
William S. Mosakowski
President, Public Consulting Group, Inc.

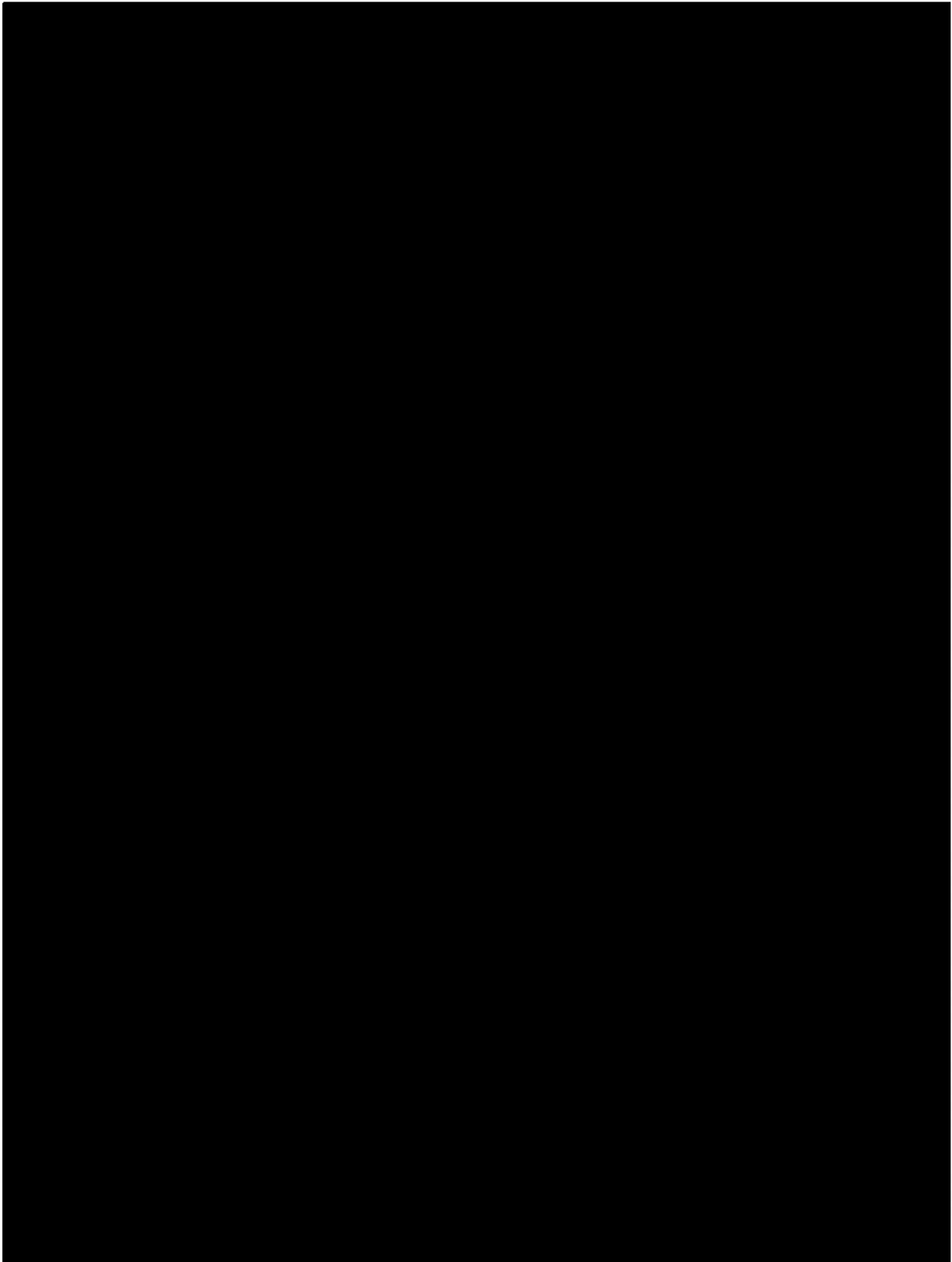
General Policies

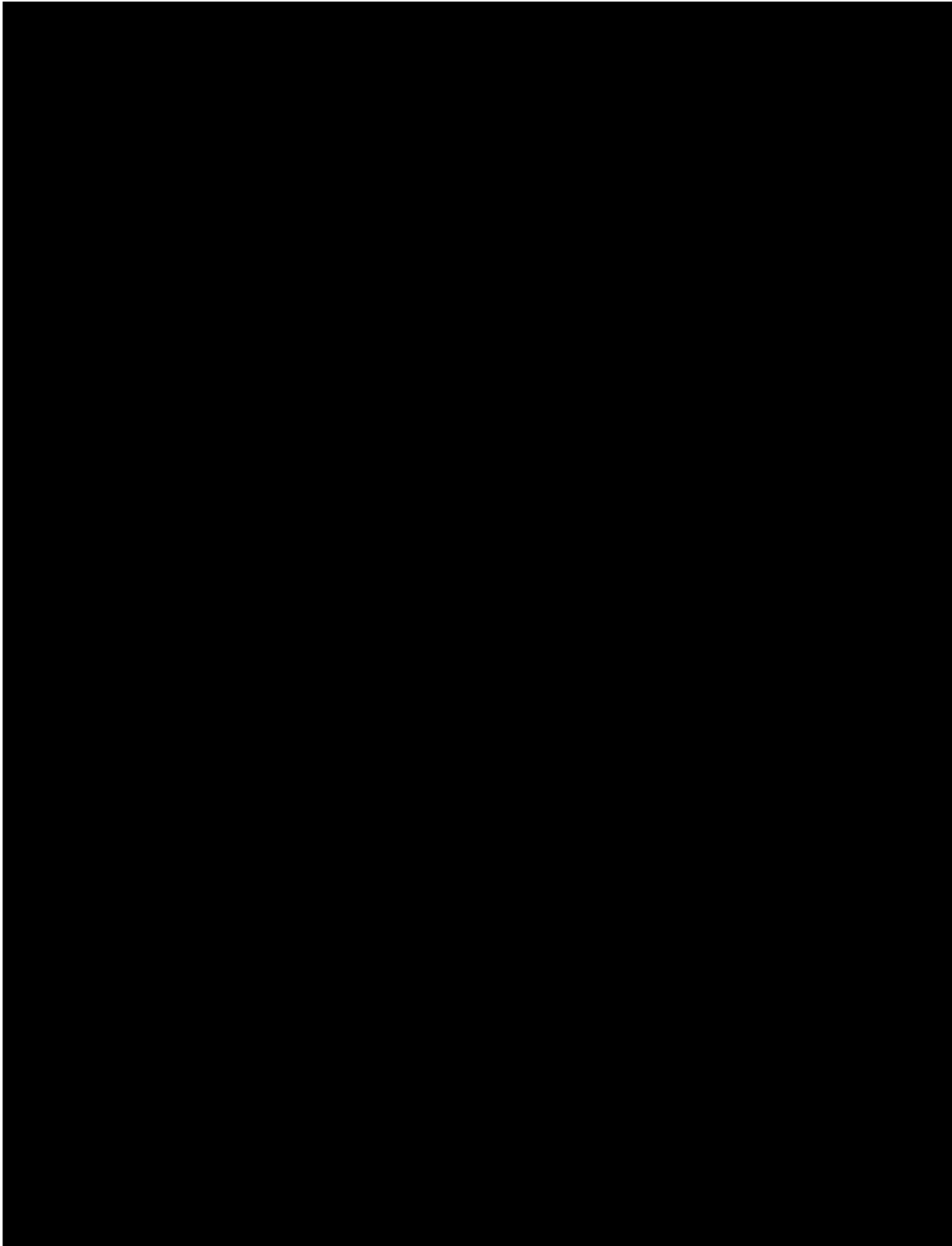




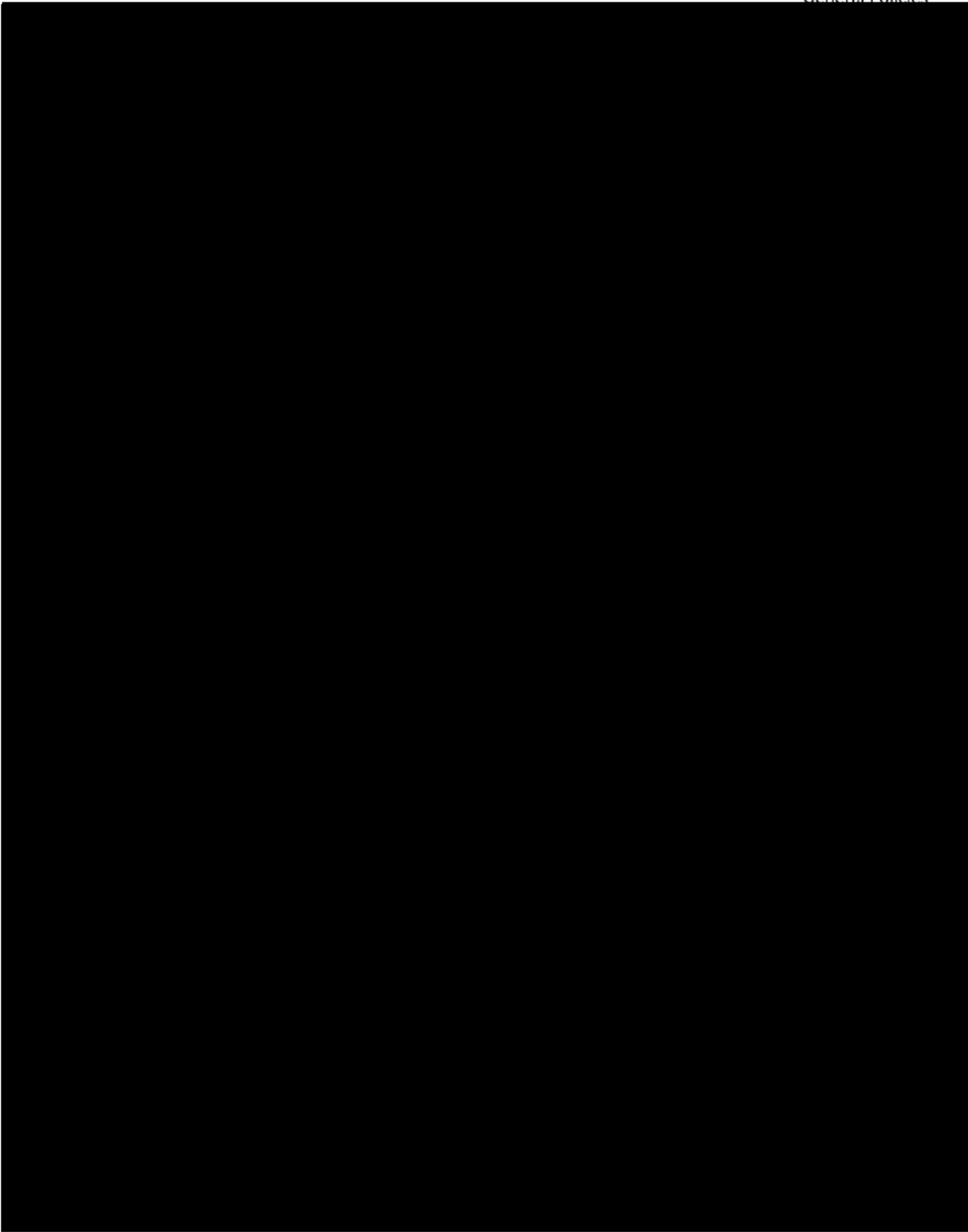


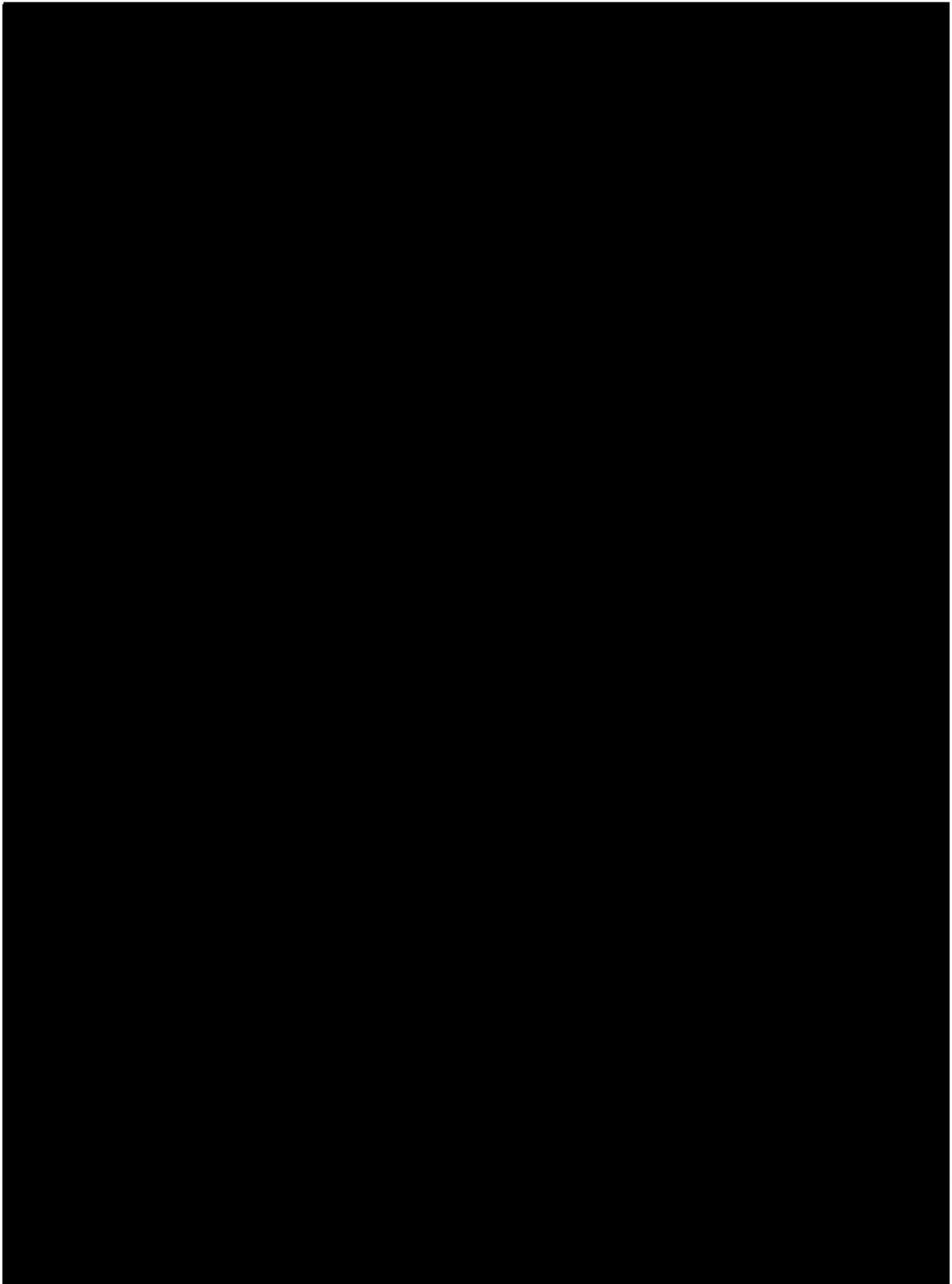


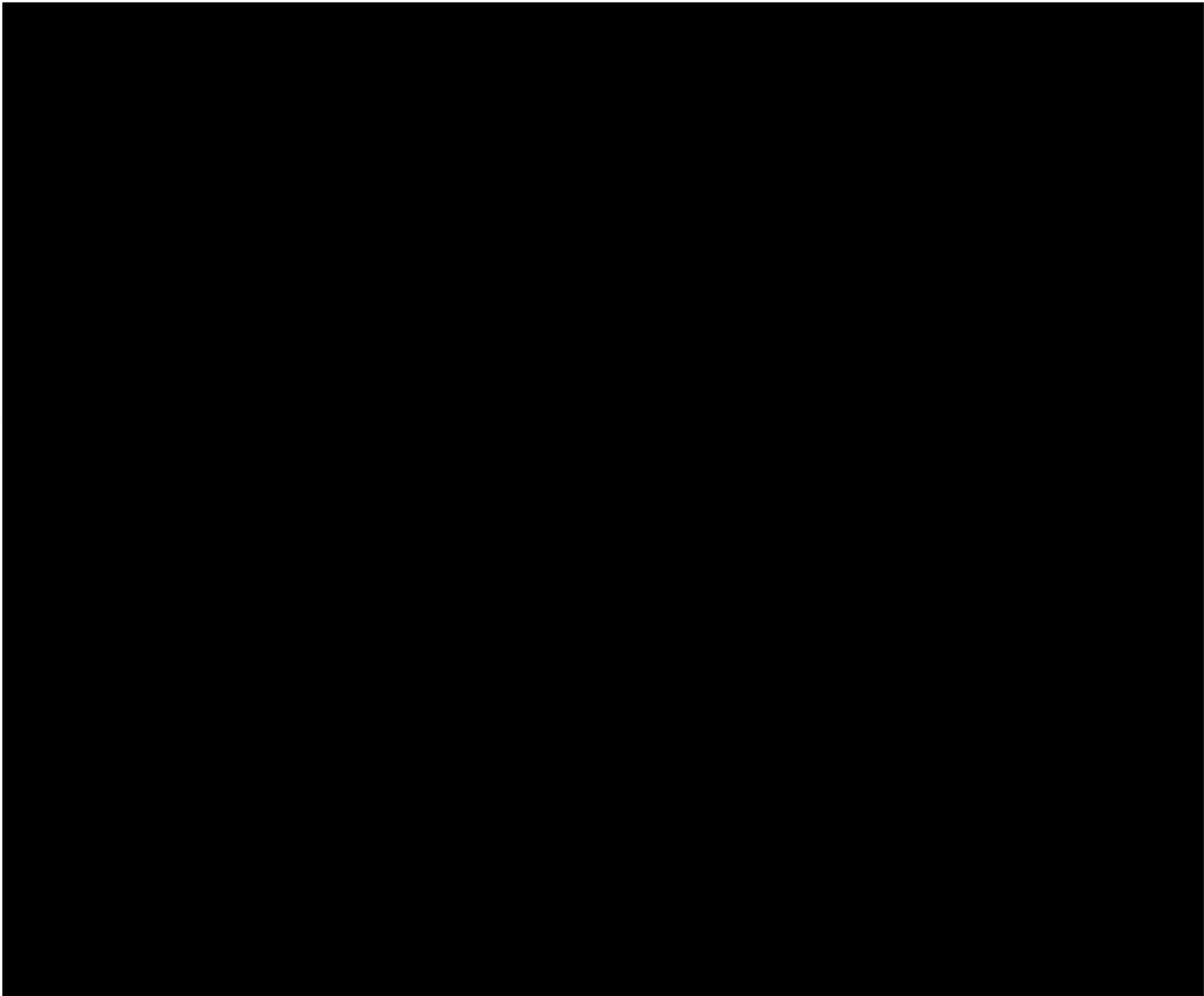


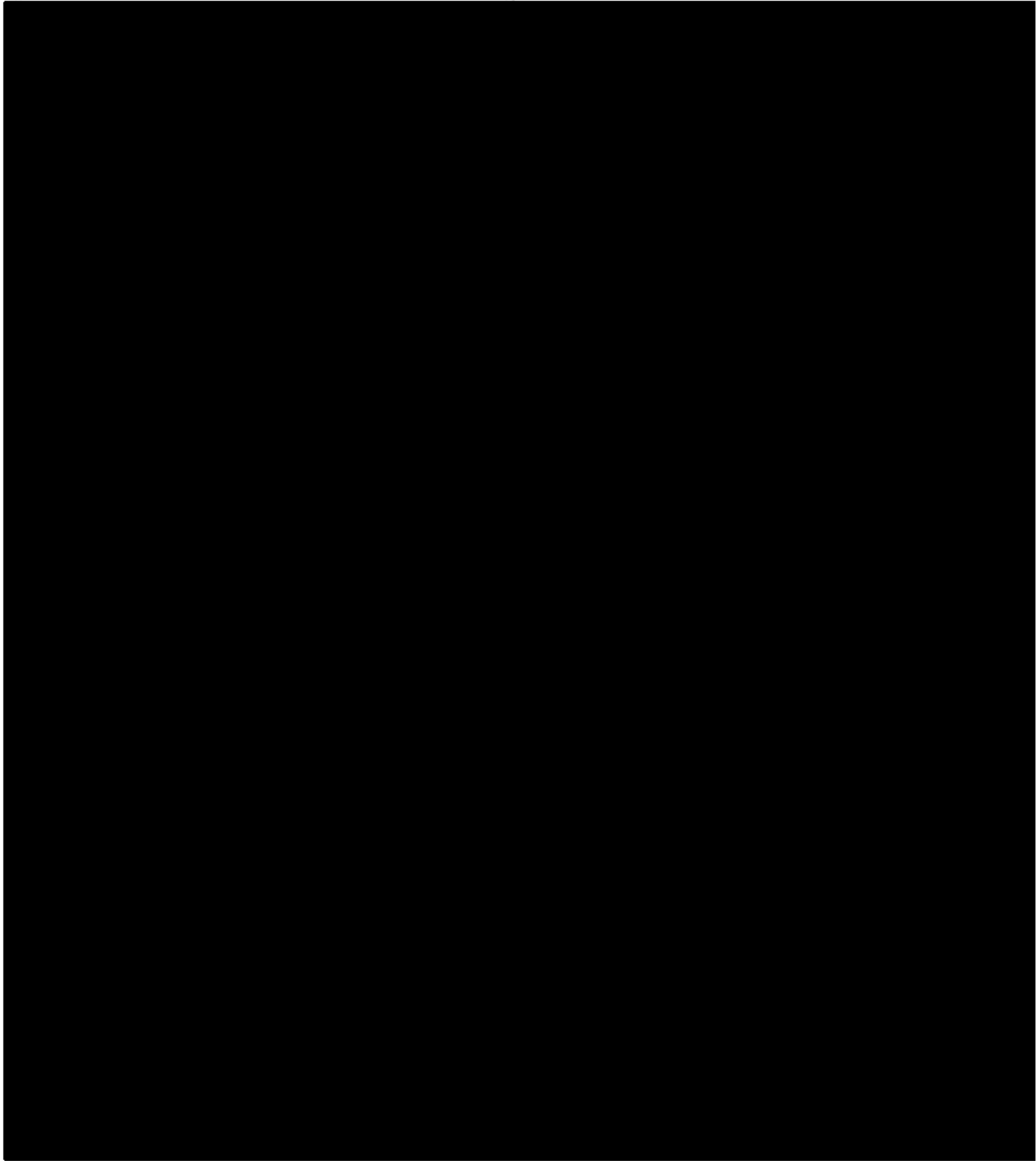


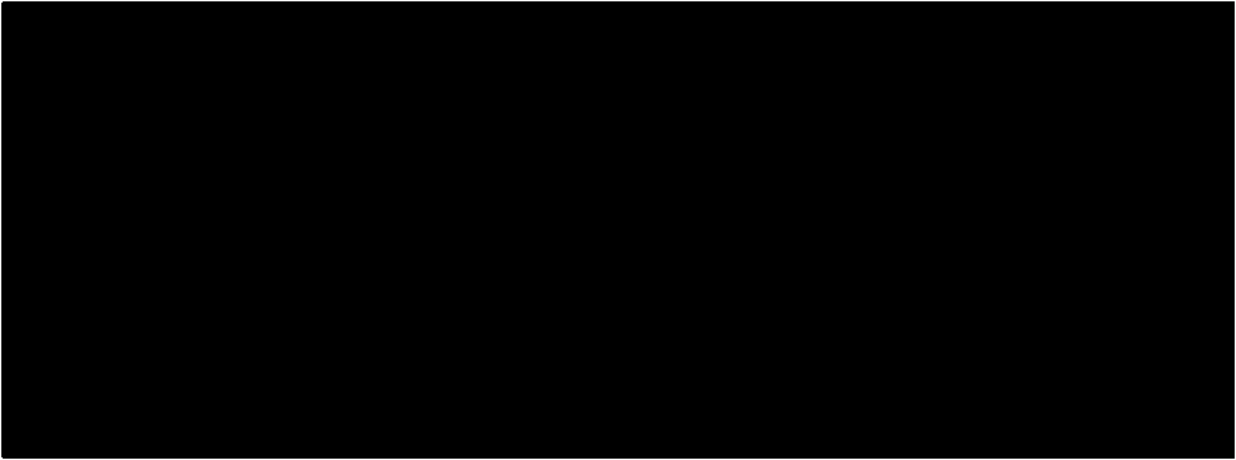












DEPARTMENT OF HEALTH AND HUMAN SERVICES
Centers for Medicare & Medicaid Services
7500 Security Boulevard, Mail Stop S3-02-01
Baltimore, Maryland 21244-1850



Kevin Hutchinson
Manager
Public Consulting Group, Incorporated
148 State Street
Boston, Massachusetts 02109

MAY 24 2017

Dear Mr. Hutchinson:

We have reviewed your application of February 24, 2017 requesting that the Centers for Medicare & Medicaid Services certify Public Consulting Group, Incorporated as a Quality Improvement Organization (QIO)-like entity for the State of Massachusetts. As a result of this review, we have determined that Public Consulting Group, Incorporated meets the requirements to be a QIO-like entity, namely:

- It is able to perform limited medical and quality review functions required under Section 1154 of the Act;
- It has one individual who is representative of health care providers and consumers on its governing body under section 1152 of the Act; and
- It is not a health care facility, health care facility affiliate, or payor organization as defined in 42 CFR 475.105.

This certification designates Public Consulting Group, Incorporated as a QIO-like entity eligible to fully operate in Massachusetts. Public Consulting Group, Incorporated may also operate in other states with the exception of performing Medicare medical reviews. For the conduct of Medicare medical review work, a QIO-like entity must meet the requirement that the QIO-like entity have access to or agreements with peer reviewers in the state in question.

If the QIO-like entity determines to conduct Medicare medical review work in a state other than the state for which it has submitted a list of medical reviewers, this criterion must be met and submitted for approval by CMS before such work can be undertaken.

Your certification is granted for a period of 5 years and will expire on February 24, 2022.

This certification of eligibility permits your organization to seek a contract with the states for review activities within the requirements. In addition, states have specific qualifications and performance requirements depending upon the scope of work they desire to procure. This certification does not reflect a determination as to whether your organization has the ability to meet those requirements. The state is responsible for making that determination.

We have certified your organization to review cases and analyze patterns of care related to medical necessity and quality review. We have not certified the organization as meeting the State Medicaid Agency's requirements for external quality review or related functions such as utilization review specified in 1903(a)(3) (c) and 1932 (c)(2) of the Act. In addition, we have not evaluated the organization to perform the same functions as a QIO under contract with CMS.

You must provide an annual assurance statement of your continued adherence to certification requirements within 30 days of the last month of the first certification year and within 30 days of the last month of the second certification year. In addition, if there are any changes in the name, address, or pool of physician reviewers you must notify this office for a reevaluation of your certification. Recertification requires submission of the complete package a minimum of 60 days prior to the expiration of the current certification.

At any time during the certification period if Public Consulting Group, Incorporated no longer meets the above criteria, you must notify the agency and it will no longer be considered a QIO-like entity. The certification will be terminated. You may reapply at any time if this occurs.

If you have questions, please contact Malinda Greene of my staff on (410) 786-7829 or Email, Malinda.Greene@cms.hhs.gov.

Sincerely,



Alfreda Staton, Director
Division of Program Management,
Communication and Evaluation

Agreement _____
Action _____
Attachment _____

BUSINESS ASSOCIATE AGREEMENT

Between

ARKANSAS DEPARTMENT OF HUMAN SERVICES

And

Public Consulting Group

(Business Name)

(Business Taxpayer Identification Number)

This Business Associate Agreement (“Agreement”) is made effective on _____,
(the “Effective Date”) by and between the Arkansas Department of Human Services (“Covered Entity”) and _____
Public Consulting Group

 (“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 Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health

Agreement _____

Action _____

Attachment _____

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

Public Consulting Group

(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;

Agreement _____

Action _____

Attachment _____

(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.

Agreement _____

Action _____

Attachment _____

(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.

(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;

Agreement _____

Action _____

Attachment _____

- (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,
- (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.
- (i) 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.

Agreement _____
Action _____
Attachment _____

(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.

(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: Public Consuting Group

Signed: 

Title: William S. Mosakowski, President and CEO

Date: 3/14/2019

DHS: Division of Medical Services

Signed: _____

Title: _____

Date: _____



All. Together. Certain.

March 14, 2019

State of Arkansas
Department of Human Services, Office of Procurement
700 Main Street
Little Rock, Arkansas 72201

Hays Companies
IDS Center, Suite 700
80 South 8th Street
Minneapolis, MN 55402

612 333.3323 phone
612 373.7270 fax
www.hayscompanies.com

Re: Public Consulting Group, Inc. Letter of Bondability
Bid Number: 710-19-1023 Inspections of Care (IOC) [REDACTED]

It is our understanding that you are considering the services of Public Consulting Group, Inc. for the above captioned bid. Hays Companies is the Surety Agent for Public Consulting Group, Inc.

We are pleased to have this opportunity to recommend Public Consulting Group, Inc. to you. We are familiar with the principals of Public Consulting Group, Inc. and we highly value our relationship with them. Great American Insurance Company has been the Surety for Public Consulting Group, Inc. for several years. [REDACTED]

If the contract is awarded to Public Consulting Group, Inc. for this bid, we will be pleased to arrange for the performance and payment bonds to guaranty the contract at 100% of the bid price. Such guaranty would be contingent upon the underwriter's satisfactory review of the contract documents. Great American has been able to issue all the Performance and Payment bonds that have been requested for several years.

We feel very confident in the abilities of Public Consulting Group, Inc. and recommend them for any project that they wish to undertake.

Please feel free to contact me if you should require any additional information.

Sincerely,

A handwritten signature in blue ink that reads "Michele L. Grogan".

Michele L. Grogan, Attorney-In-Fact
Great American Insurance Company

Direct: 612 486-4718

mgrogan@haycompanies.com

MINIMUM QUALIFICATION

Vendor **must** have five (5) years' experience performing:

(1) Health and Safety licensure/certification visits with HCBS waiver providers and/or Behavioral Health providers and (2) Quality of Care reviews with HCBS waiver providers and/or Behavioral Health providers.

To clarify, Vendor is not required to have five (5) years' experience in categories (1) and (2) separately. Vendor may use five (5) years' concurrent experience in categories (1) and (2) to meet this requirement. Vendor must have at least five (5) years' experience in one category, and at least three (3) years' experience in the other category (categories (1) and (2)) in order to qualify.

For verification purposes Vendor **must** provide an overview of prior work, within the past five (5) years (or longer depending on the experience used to qualify under this section), meeting these requirements and which **must** include the following:

- scopes of work,
- estimated volume of reviews,
- time period of contract,
- contract amounts, and
- contact information for staff who can verify Vendor's experience, including the following information without limitation: staff member's name, title, current phone number, email address, and mailing address.

Public Consulting Group, Inc. meets and exceeds the minimum qualifications performing (1) Health and Safety licensure/certification visits with HCBS waiver providers and/or Behavioral Health providers and (2) Quality of Care reviews with HCBS waiver providers and/or Behavioral Health providers.

In the past five years, PCG has conducted more than 125,000 onsite visits, investigations, and post payment reviews of HCBS waiver providers. **No other organization in the nation has experience in, or focus on, HCBS Wavier Provider Oversight comparable to PCG.**

The volume of work in HCBS speaks for itself. In the past five years, PCG has conducted:

- ✓ 14,000+ in-person HCBS provider record reviews
- ✓ 25,000+ onsite provider visits
- ✓ Investigated 83,000+ HCBS violation health and

PCG has conducted more than 125,000 record HCBS reviews, onsite visits, and investigations in the past five years.

safety incident reports

- ✓ Trained 2,000+ providers on HCBS service delivery in classroom setting
- ✓ 2,000+ long-term full-scale post-payment desk reviews
- ✓ 5,000+ preliminary and 2,500+ full focused post payment investigations
- ✓ 1,000+ onsite assessments for compliance HCBS Final Rule
- ✓ 40,000+ providers trained via PCG's online computer-based training module
- ✓ Processed 18,000+ HCBS provider enrollment applications

In our work, PCG has helped these states realize the same goals Arkansas is aiming for in Health and Safety Licensure / Certification reviews, Quality of Care reviews, and Inspections of Care. Below, we highlight a few engagements that closely resemble the proposed scope, highlighting for which client we perform each service. Following this breakdown, we provide further details for each of these initiatives.

North Carolina

PCG has continually been providing behavioral health and HCBS provider oversight for the North Carolina Department of Health and Human Services (NC DHHS) since 2008, when we initiated prepayment clinical record reviews for community-based behavioral health providers. Since then, we have conducted onsite clinical reviews of community behavioral health providers, as well as *tens of thousands of onsite visits* of all high- and moderate-risk Medicaid provider types. We have performed hundreds of in-depth medical record reviews of HCBS providers, reviewing plans of care, staff credentials, and service notes. We have supported the state with CMS compliance of their Adult Care Home classifications vis a vis CMS's IMD exclusion requirements.

In our 5+ years of work in North Carolina alone, we meet all the five-year Health and Safety Licensure / Certification Visits requirement, as well as many of the Quality of Care requirements.

Ohio

For more than five years, PCG has provided HCBS Provider Oversight to the Ohio Department of Medicaid (ODM). In this large-scale contract, a staff of 80+ staff (more than half of whom are clinicians), PCG has helped ODM meet its need to separate the role of Medicaid Provider Oversight and Investigation from Case Management to eliminate conflict of interest, increase transparency, and improve overall quality of HCBS oversight and investigations. On July 1, 2013, within weeks of being awarded the role, PCG was up and running, performing investigations and oversight with unprecedented swiftness and quality. As a part of this role, PCG regularly completes

structural reviews in which PCG staff meets face-to-face with identified providers annually/biannually to review documentation and ensure providers deliver services in a manner that complies with the requirements of Ohio Medicaid. Since the project's inception, PCG staff have completed **over 15,000 in-person provider record structural reviews**. This process includes:

- Prescreening all providers to determine which providers require are viewed;
- Conducting a face-to-face evaluation of all provider service documentation and billing, scanning all reviewed documentation for record maintenance;
- Reviewing all billing to assure billing occurred as authorized;
- Investigating provider compliance violations;
- Referring to ODM for additional provider action, overpayment, or fraud;
- Referring to other regulatory agencies such as the Ohio Department of Health and the Ohio Nursing Board; producing key analytical reports; reporting issues, educational needs of both providers and case managers, and identifying trends and patterns; and
- Working with the Attorney General's Office to address cases of fraud

In our 5+ years of work with Ohio HCBS Provider Oversight, PCG meets most Health and Safety Licensure / Certification Visits requirement, as well as many of the Quality of Care requirements.

Illinois

More recently (April 2018), PCG began providing Quality Improvement Organization (QIO) services to the State of Illinois to five of its nine Medicaid HCBS programs. PCG has partnered with the Illinois Department of Healthcare and Family Services (HSF) on a series of quality improvement and monitoring initiatives to advance and improve the state's approach to ensuring federally mandated waiver assurance requirements and quality improvement initiatives. In close collaboration with HFS, PCG assists HFS in its administrative role as the State Medicaid Agency to ensure effective oversight of community-based services for: Persons with Disabilities; Persons with HIV/AIDS; Persons with Brain Injury; Adults with Developmental Disabilities; and Persons Who are Elderly.

Quality of Care Reviews are conducted by a team of registered nurses with years of experience in long term care and more specifically, HCBS and behavioral health settings. Each review nurse performs quality of Care and remediation verification reviews of providers and services delivered to participants to ensure compliance with the waiver agreement, Federal and State laws, rules, regulations, policies, and the Interagency Agreements between HFS and the state operating agencies.

Additional States: HCBS Community Settings Rule Transition Assessments

South Carolina, Wisconsin, Mississippi, California

For several years, PCG has partnered with several states to assist them in planning and executing their statewide transition plan to satisfy the HCBS Final Rule. PCG has provided subject matter expertise in HCBS Settings requirements and conducting thousands of site visit assessments to providers of both residential and non-residential services. Our roles have included the creation of evaluation tools for conducting residential and non-residential site visit assessments; implementation of a web-based application to conduct all assessments; development of processes, from scheduling to execution, to conduct site visits assessments; development of provider communication materials, such as FAQs, regarding the HCBS settings requirements and the site visit assessment process; and tracking and reporting of trends identified in the field.

Health and Safety Licensure / Certification

PCG has collectively has more than five years' experience performing Health and Safety Licensure / Certification visits with HCBS waiver providers and/or Behavioral Health providers as demonstrated by where we have performed these functions:

IFB Reference	Scope of Work Function	North Carolina	Ohio	Additional States
1.6.C.i	Review of Provider's Licensure & Certification	████	████	██████████
	Review of professional staff credentials	████	████	██████
	Review of paraprofessional staff credentials	████	████	████
	Staff have appropriate educational requirements	████	████	██████
	Staff have necessary training required	████	████	██████
	Criminal background checks	████	████	██████
	ANE background checks	████	████	██████
1.6.C.ii	Appropriate staffing ratios	████	████	██████

IFB Reference	Scope of Work Function	North Carolina	Ohio	Additional States
1.6.C.iii	Policy & procedure manuals	████	████	████████████████
1.6.C.iv	Maintenance records	████	████	████
	Environmental requirements met	████	████	████████████████
1.6.C.v	Observations of meals / food temp. checks	████	████	--
1.6.C.vi	Face-to-Face interviews with direct care staff	████	████	████
	Client interaction with staff	████	████	--
	Staff member activities	████	████	████████████████
	Staff documentation	████	████	████████████████
	Building structure	████	████	████████████████
	Sounds and smells	████	████	--
	People	████	████	████████████████
	Care	████	████	████████████████
	Activities	████	████	████████████████
	General processes	████	████	████████
	Storage	████	████	--
	Security	████	████	--
	Confidentiality of records	████	████	--
	Timeframe in Years	████	████	

Quality of Care

PCG has collectively has more than five years' experience performing Quality of Care Reviews with HCBS waiver providers and/or Behavioral Health providers as demonstrated by where we have performed these functions:

IFB Reference	Scope of Work Function	North Carolina	Ohio	Illinois	Additional States
1.6.C.i	Face-to-Face interviews with clients	████	██	██	████████
	Telephone interviews with clients	████	██	██	--
	Face-to-Face interviews with families	██	██	██	--
	Telephone interviews with Families	██	██	██	--
	Client outcomes related of care by provider	████	██	██	--
	Client outcomes related to treatment by provider	██	██	██	--
	Client outcomes related to case management by provider	██	██	██	--
	Care provided enabled client to reach highest well being	██	██	██	--
	Environmental actions affect clients' daily lives	██	██	██	████████
	Staff actions affect clients' daily lives	██	██	██	--
	Provided services affect clients' daily lives	██	██	██	--
	Provider properly assessed client care needs	██	██	██	--
	Provider properly assessed client case management needs	████	██	██	--

IFB Reference	Scope of Work Function	North Carolina	Ohio	Illinois	Additional States
	Provider properly conducted care	■	■	■	--
	Provider properly conducted CM planning	■	■	■	--
	Provider properly implemented service plan	■	■	■	--
	Provider properly evaluated services to client	■	■	■	--
1.6.C.ii	Review client care plans	■	■	■	--
1.6.C.iii	Observe medication pass by provider	■	■	■	--
	Physician orders properly implemented	■	■	■	--
	MAR review	■	■	■	--
	TAR review	■	■	■	--
	Narcotic count reviews	■	■	■	--
	Timeframe in Years	■	■	■	

March 18, 2019

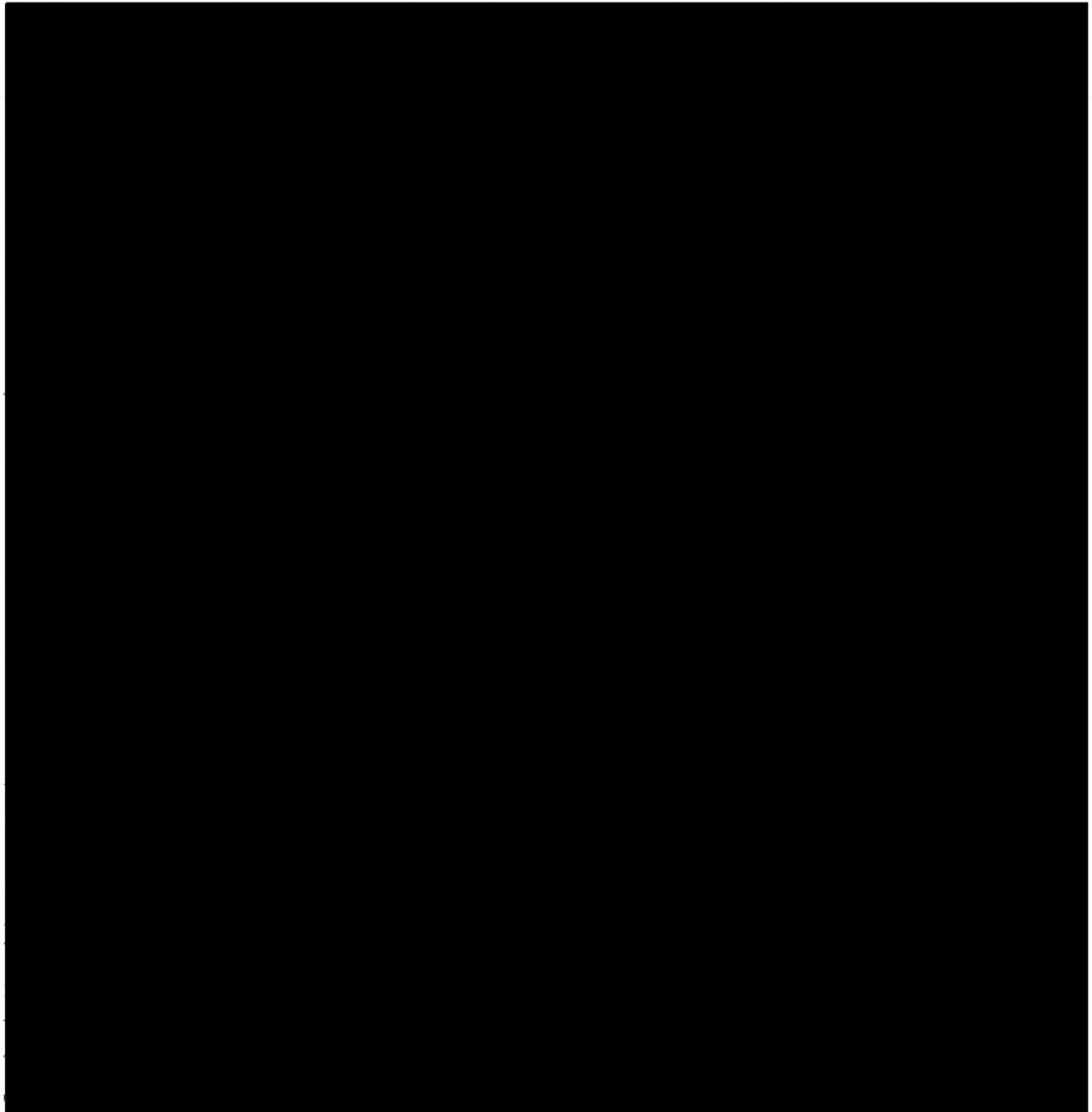
Arkansas Department of Human Services
Division of Provider Services and Quality Assurance
Inspections of Care
Bid # 710-19-1023

**NORTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES (DHHS), DIVISION OF
MEDICAL ASSISTANCE**

STATE OF NORTH CAROLINA

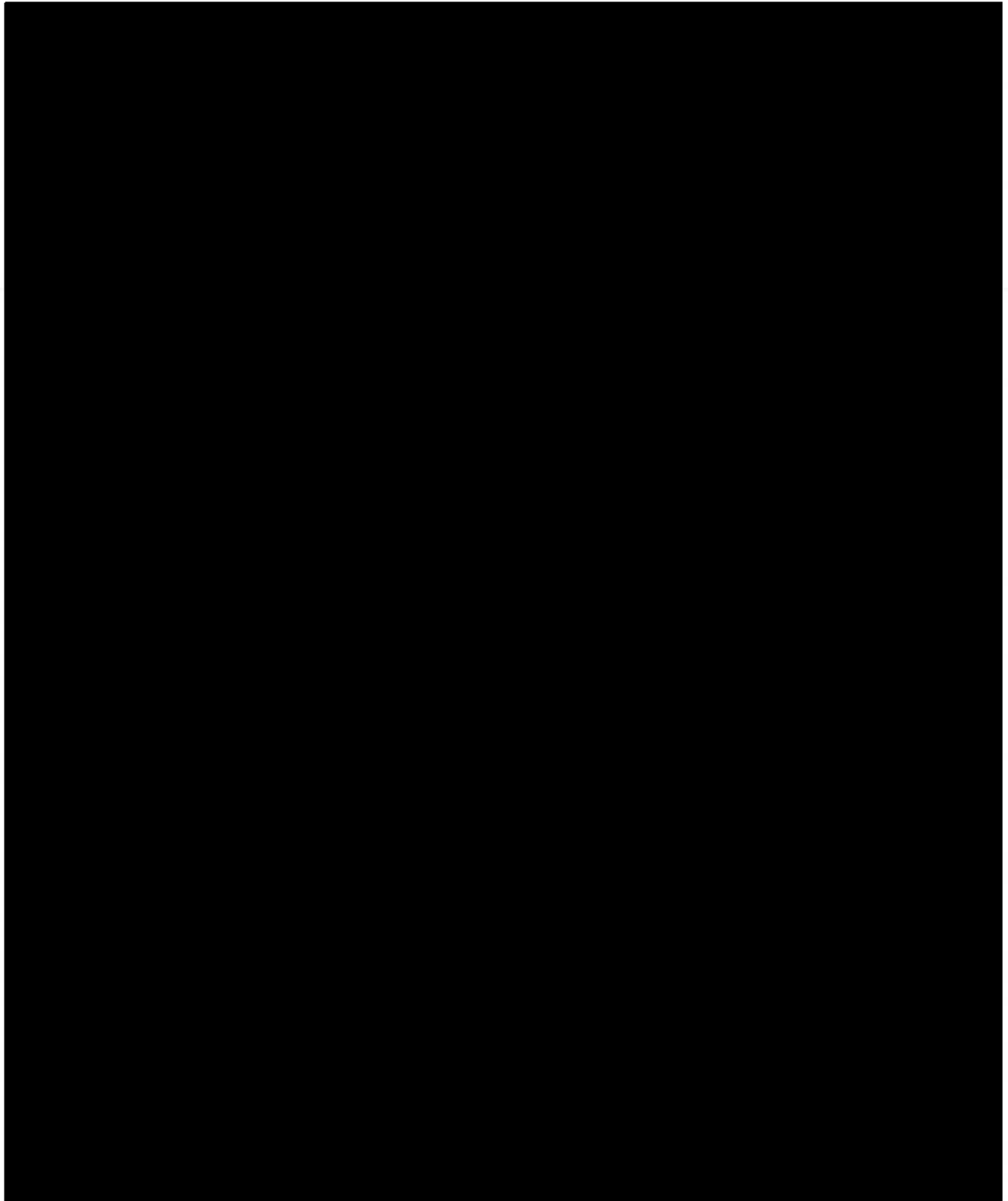
BEHAVIORAL HEALTH PROVIDER ENROLLMENT TRAINING AND SCREENING

AUGUST 2011 – PRESENT



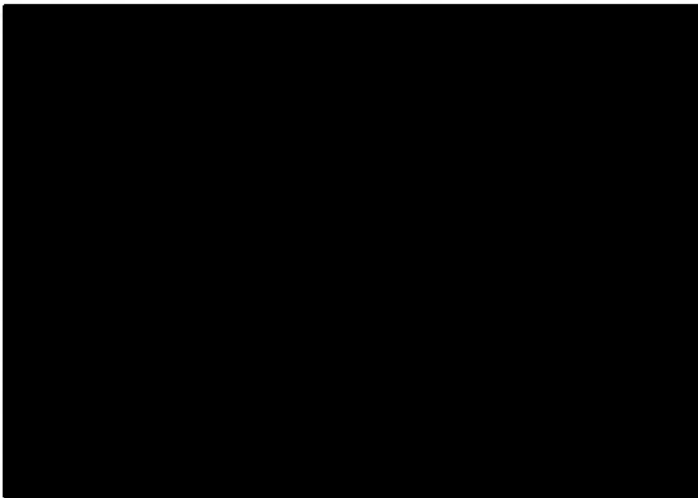
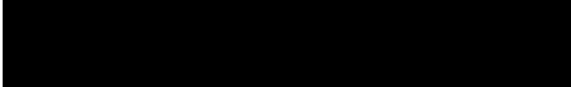
March 18, 2019

Arkansas Department of Human Services
Division of Provider Services and Quality Assurance
Inspections of Care
Bid # 710-19-1023

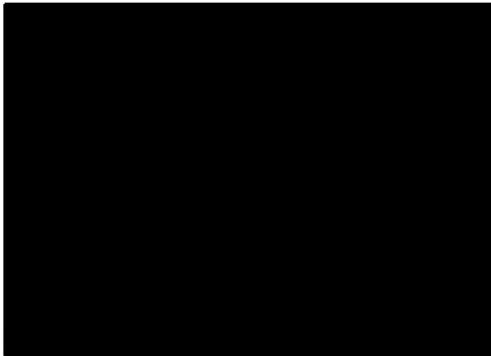
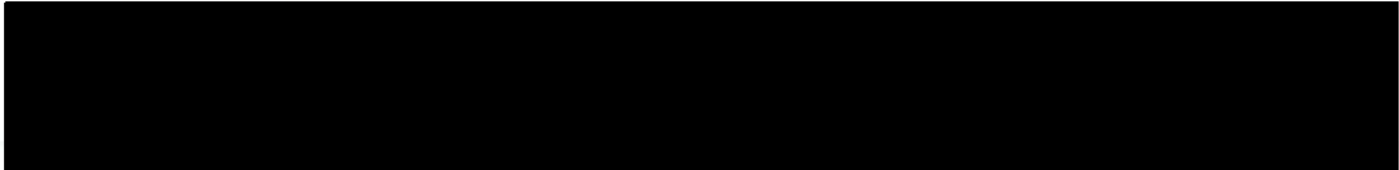


March 18, 2019

Arkansas Department of Human Services
Division of Provider Services and Quality Assurance
Inspections of Care
Bid # 710-19-1023

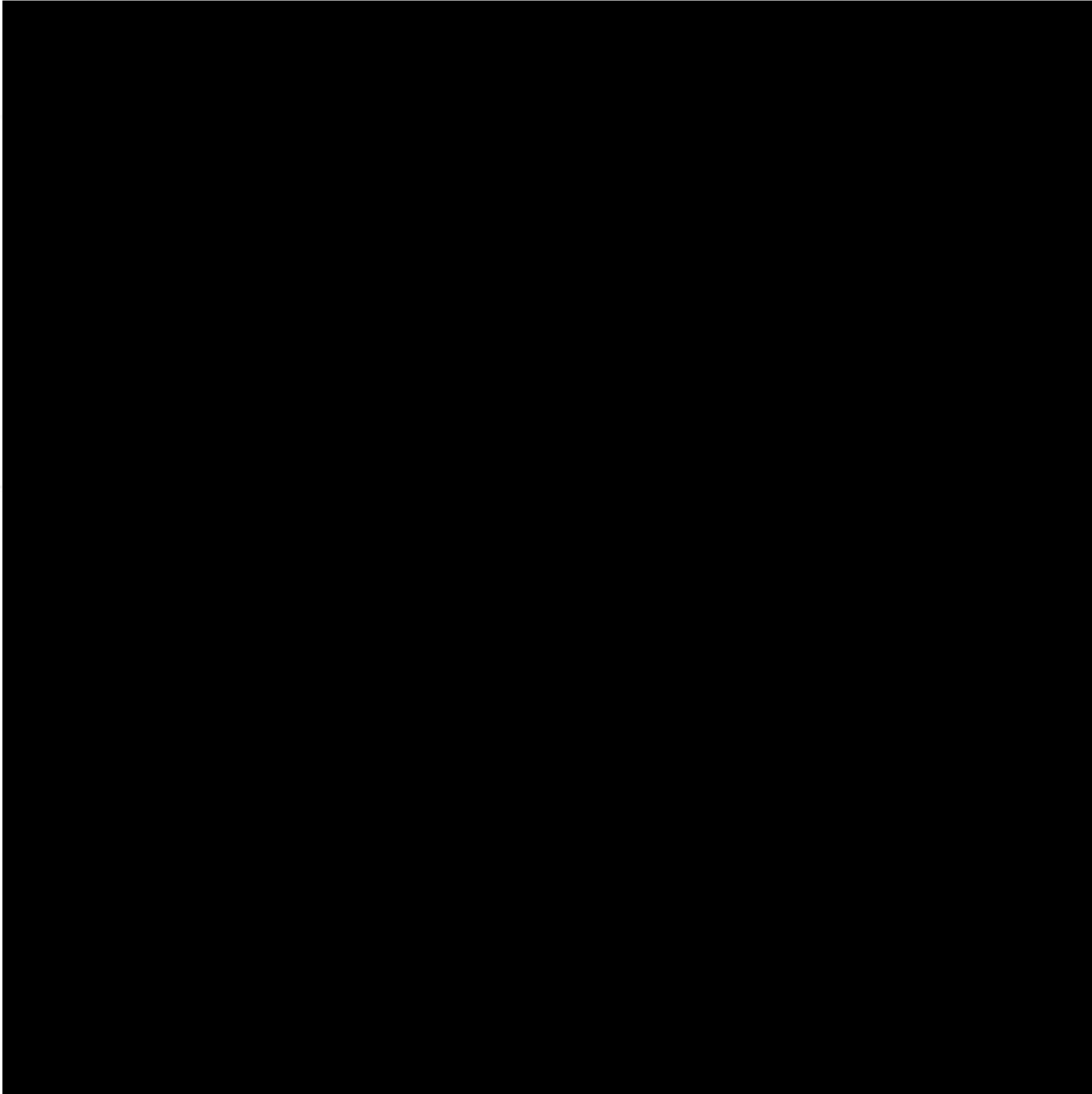


**DEPARTMENT OF MEDICAID,
STATE OF OHIO**
HCBS PROVIDER OVERSIGHT
JULY 2013 – PRESENT



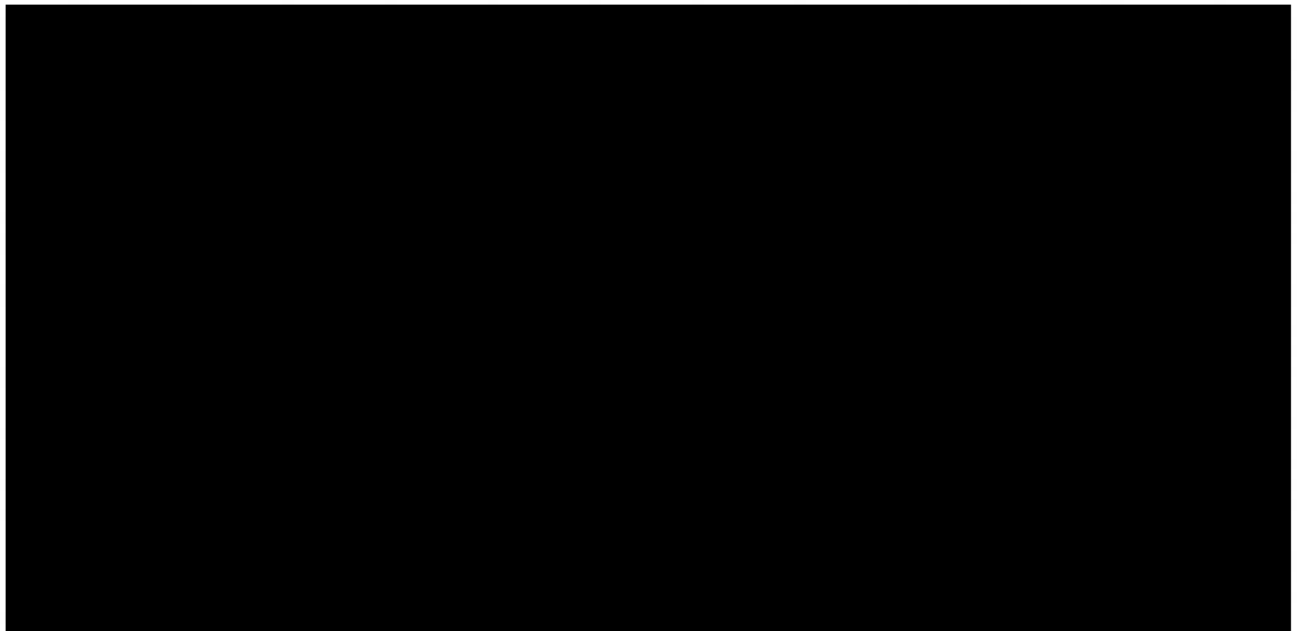
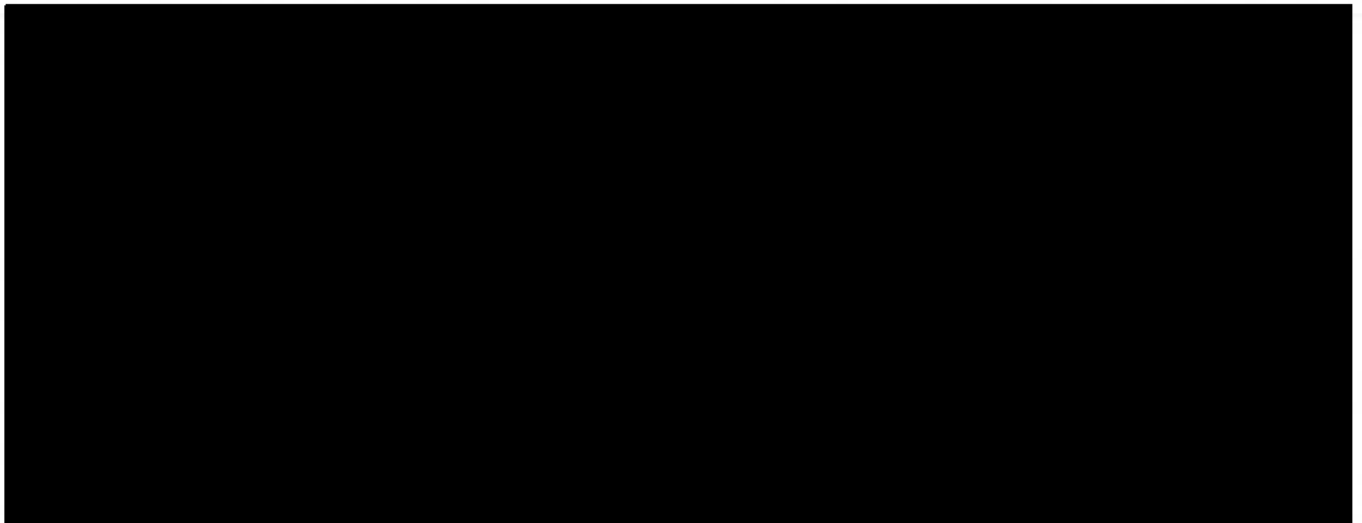
March 18, 2019

Arkansas Department of Human Services
Division of Provider Services and Quality Assurance
Inspections of Care
Bid # 710-19-1023



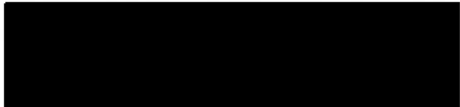
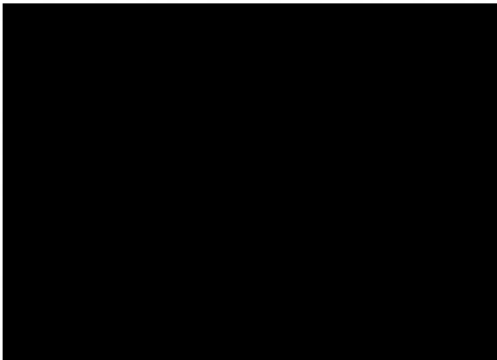
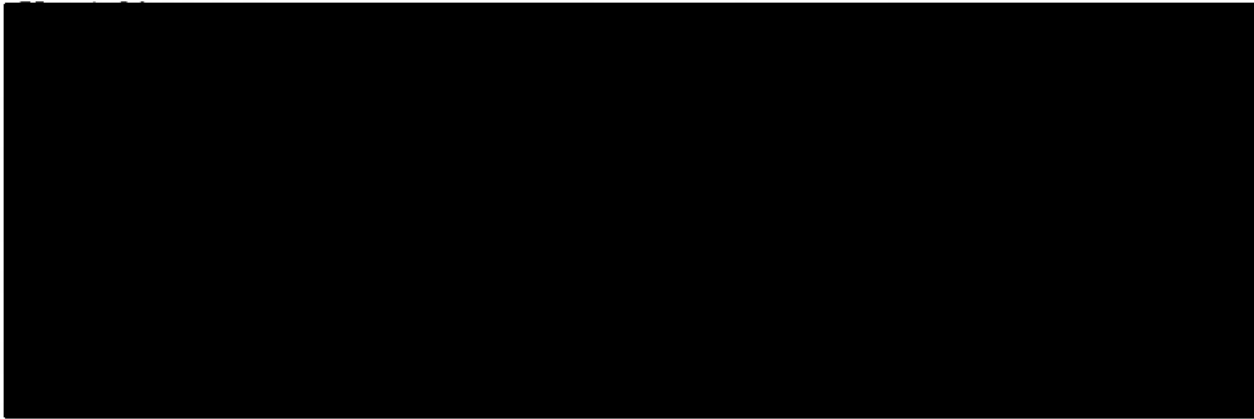
March 18, 2019

Arkansas Department of Human Services
Division of Provider Services and Quality Assurance
Inspections of Care
Bid # 710-19-1023



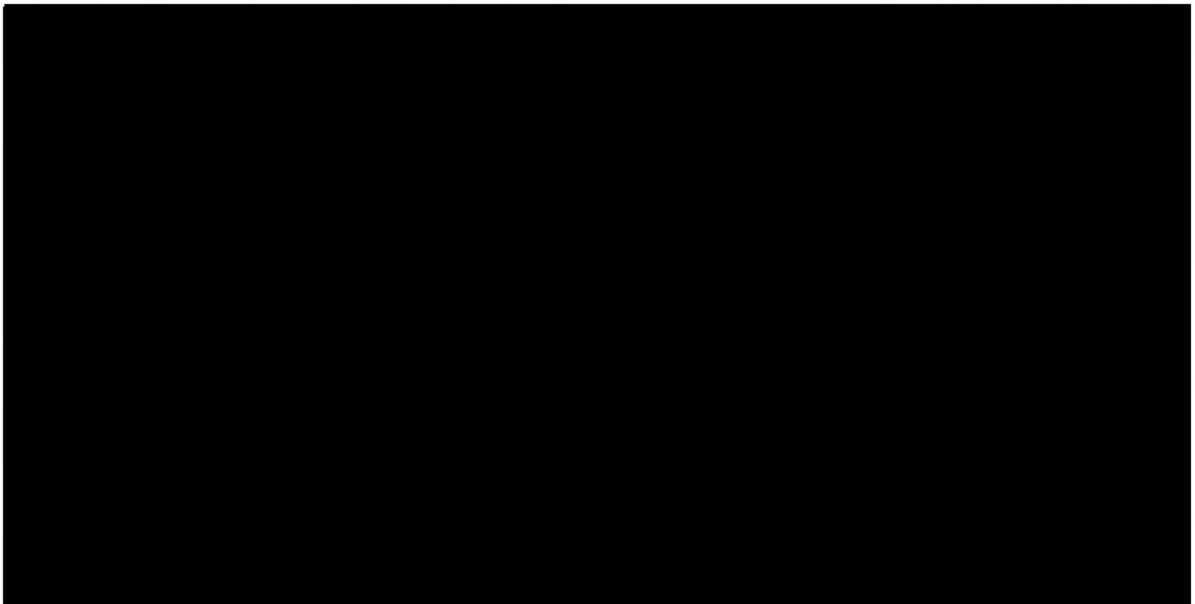
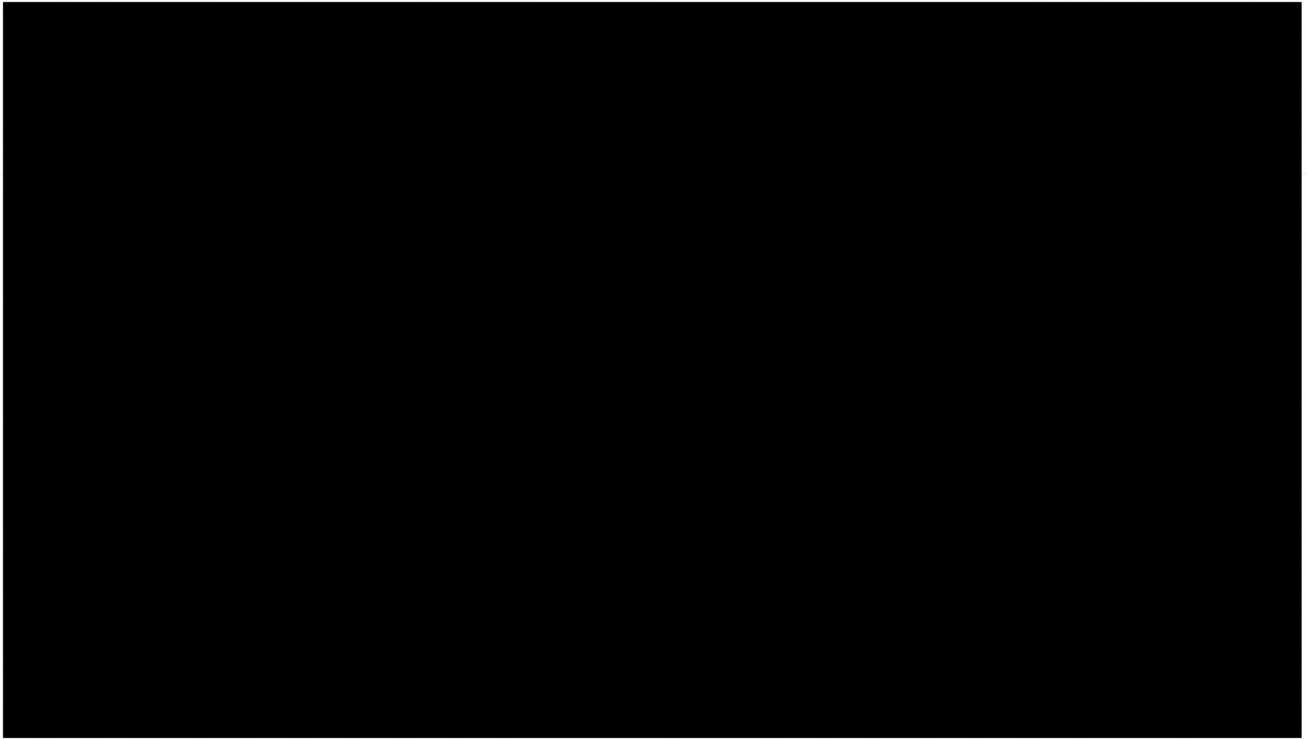
March 18, 2019

Arkansas Department of Human Services
Division of Provider Services and Quality Assurance
Inspections of Care
Bid # 710-19-1023



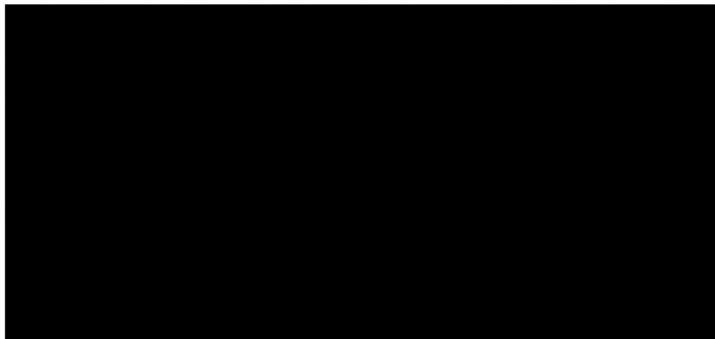
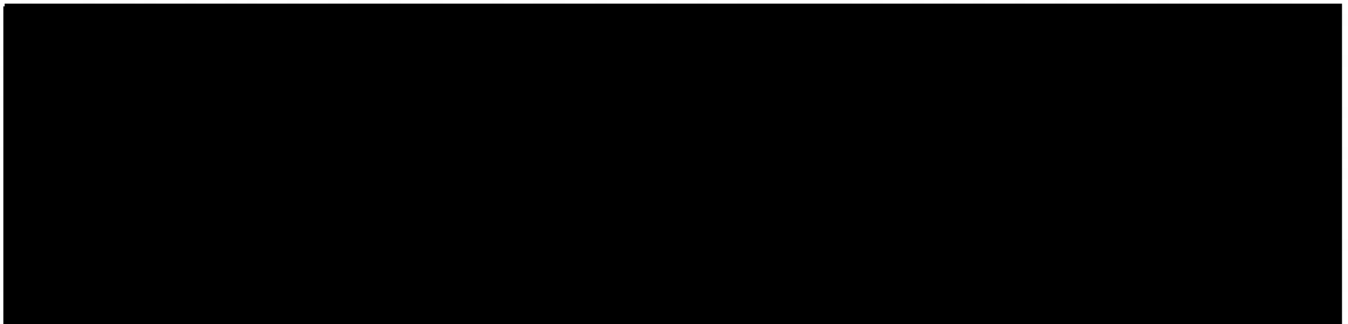
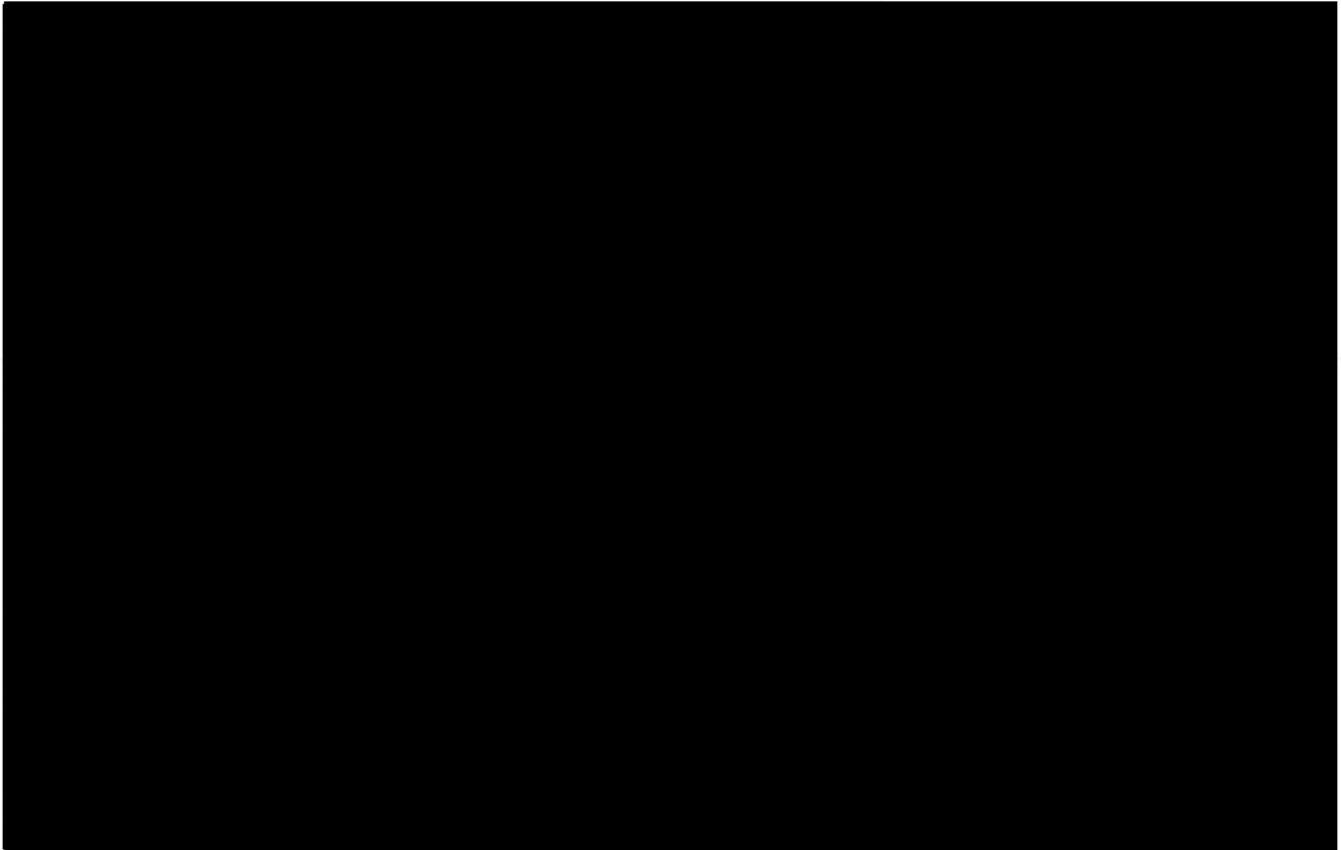
March 18, 2019

Arkansas Department of Human Services
Division of Provider Services and Quality Assurance
Inspections of Care
Bid # 710-19-1023



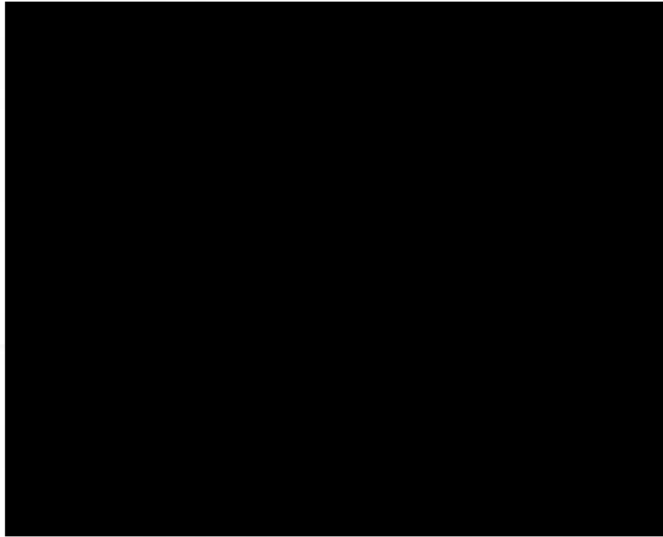
March 18, 2019

Arkansas Department of Human Services
Division of Provider Services and Quality Assurance
Inspections of Care
Bid # 710-19-1023



March 18, 2019

Arkansas Department of Human Services
Division of Provider Services and Quality Assurance
Inspections of Care
Bid # 710-19-1023



March 18, 2019

Arkansas Department of Human Services
Division of Provider Services and Quality Assurance
Inspections of Care
Bid # 710-19-1023

Sanction and/or Corrective Action

