**REQUEST FOR APPLICATIONS FOR COMMUNITY PARTNERSHIP (ACP) # 971**

**TITLE**: Impartial Hearing Officers

**ISSUE DATE**: April 1, 2021

**FUNDING AGENCY:**

**Division of Vocational Rehabilitation Services**

**2801 Mail Service Center**

**Raleigh, NC 27699-2801**

**IMPORTANT NOTE**: Indicate agency or organization name and ACP number on the front of each application envelope or package, along with the date for receipt of applications specified below.

Applications, subject to the conditions made a part of hereof, will be received until **5:00 p.m., April 30, 2021**, for furnishing services described herein.

DIRECT ALL INQUIRES CONCERNING THIS ACP AND SEND ALL APPLICATIONS TO::

**Kim Schmidt**

**Division of Vocational Rehabilitation Services**

**2801 Mail Service Center**

**Raleigh, NC 27699-2801**

**Phone: 919-855-3533**

**Fax: 919-715-1050**

NOTE: Questions concerning the specifications in this Request for Applications will be received until **April 15, 2021**. A summary of all questions and answers will be mailed to all agencies and organizations sent a copy of this Request for Applications.

**ELIGIBILITY:**

An applicant’s application and resume will be reviewed by an evaluation team to determine the applicant’s skills, abilities, and experience with administrative reviews and/or appeals proceedings and the applicant’s knowledge of the public Vocational Rehabilitation/Services for the Blind/Independent Living programs and related laws, policies, and state plans. A qualified applicant is an individual who:

* is not an employee of the Division or other public state or Federal agency (other than an administrative law judge, hearing examiner, employee of a State office of mediators, or an employee of an institution of higher learning)
* has not been in regular employment of the Division or DHHS administration within 5 years prior to his or her participation in an impartial hearing;
* has been trained in effective mediation techniques consistent with State-approved or State-recognized certification;
* is not a member of the State Rehabilitation Council;
* is knowledgeable of the Vocational Rehabilitation Program and the applicable Federal and State laws, regulations and policies governing the provision of Vocational Rehabilitation Services.

Individuals determined to be qualified candidates and interested in pursuing a services contract must attend a one day training session prior to engaging in the provision of contracted services. In addition to reimbursement for approved travel/lodging at current state rates, $100 compensation will be given for time spent in training.

Individuals awarded contracts to provide the services described in this publication shall agree to the following:

The Contractor agrees that, if the Division determines that some or all of the activities within the scope of this Contract are subject to the Health Insurance Portability and Accountability Act (HIPAA) of 1996, P.L. 104-91, as amended or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the Division may require to ensure compliance.

The Contractor agrees to execute the following federal certifications attached to this Agreement: a) Certification Regarding Lobbying; b) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion;c) Certification Regarding Drug-Free Workplace Requirements; and d) Certification Regarding Environmental Tobacco Smoke.

As a Contractor under this Personal Services Contract, you are not considered a state employee. You will not receive any of the benefits, leave, retirement credits, or other rights given to state employees under Chapter 126 of the North Carolina General Statutes. Federal and state taxes and Social Security will be deducted as outlined on tax exemption certificates W-4 and NC-4**.**

Return-to-Work for Retirees of the Teachers’ and State Employees’ Retirement System (TSERS): According to N.C.G.S. § 135-20, if you are a retired teacher or State employee, you cannot render ANY “service, including full-time, part-time, temporary, substitute, or contractor service, at any time during the six months immediately following the effective date of retirement” or your retirement benefit will be revoked retroactive to your retirement date and all benefits paid to you must be repaid to the Retirement System.

Also, “If you are a retired member of the TSERS and come back to work on a part-time, interim, temporary, or contractual basis, or are otherwise engaged to perform services on any basis that does not require membership in the Retirement System”, you are subject to the TSERS return-to-work earnings restrictions. Your retirement benefit will be stopped if your earnings exceed 50% of your gross pre-retirement salary (excluding termination payments) or $28,060.00, whichever is greater, at any time during the 12-month period immediately following retirement and for each calendar year following the year of retirement. If stopped, your benefits will not be reinstated until January 1st of the following year. (Service for both provisions includes being assigned to work for a TSERS participating employer by a private company, such as a temporary agency.)

N.C.G.S. § 133-32 prohibits the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization. For additional information regarding the specific requirements, contractors are encouraged to review N.C.G.S. § 133-32.

**INTRODUCTION:**

The applicants and eligible clients of the Division must be assured access to due process when contesting determinations or decisions made by the Division in accordance with federal and state regulations by having available the services of an impartial hearing officer.

**BACKGROUND:**

Each public vocational rehabilitation program across the United States that administers services under the Rehabilitation Act of 1973 and corresponding federal regulations (Department of Education 34 CFR Part 361) is required to develop and implement procedures to ensure that any applicant or eligible individual served by the program has the ability to contest decisions made by program staff and to have those decisions reviewed in a timely manner. North Carolina administrative code (10A NCAC 63F/89B) requires that this same right to contest decisions is also made available to applicants or clients of the Independent Living Rehabilitation Program within NC DVRS and NC DSB.

When an applicant or client contests a determinations or decisions made by program staff, the applicant/client may request an impartial hearing. An impartial hearing officer (IHO) is used to conduct this hearing, and the IHO is expected to produce a hearing decision in all cases in which a hearing is requested and held.

In the past fiscal year, the Division has witnessed an increase in the number of requests for appeals by consumers, from an average of 6 per year to 7 for the current fiscal year. Therefore, the Division needs to recruit additional hearing officers to provide ensure that adequate coverage of hearing officers is available. Failure to maintain an adequate list of IHOs to conduct impartial hearings would result in noncompliance with state administrative code and federal regulations.

**SCOPE OF SERVICES:**

1. Provide the applicant or client, and the Division written notice of the date, time and place of the hearing and a summary of the issue(s) within at least ten (10) days prior to the hearing. The written notice and summary shall be provided in person or by certified and regular mail to client, certified mail to the Division's Chief of Policy, and Division’s Client Appeals Coordinator.
2. Be available for a prehearing conference call should it be determined necessary by Division staff.
3. Conduct the appeals within forty-five (45) days of receipt of the original request by the applicant or client unless the Division Client Appeals Coordinator or the Chief of Policy has extended the time. The extended time must be specified in writing and agreed upon by the Division, the client or the client's representative(s).
4. Conduct the hearing in the applicant's or client's county of residence or at an alternate location agreed upon by the applicant or client.
5. Conduct the hearing in a manner as required by CFR .361.57 (b) (3), including:
	* The responsibility of having a record made of the hearing
	* The administration of oaths and affirmations
	* Admission of evidence
	* Prevention of repetitious presentations
	* General professional management of the hearing
	* Ensure that the hearing will not be opened to the public
	* Make available all records, paper, vouchers, books, correspondences and/or other documentation or evidence at all reasonable times for review, inspection, or audit by duly authorized officials of the state and federal auditors.

The Contractor has the responsibility to protect/encrypt all personally identifiable information (PII) related to the applicant/client or Division staff by using the method defined/required by the Division staff in carrying out the activities outlined in this Scope of Work. For the purpose of this contract, PII is defined as any piece of information which can potentially be used to uniquely identify a single individual or can be used with other sources to identify a single individual. Therefore, the Contractor shall assure all hearing documentation that comes into the Contractor's possession which contains PII related to client ID numbers, social security numbers, client contact information, or confidential health information shall be kept locked and maintained in the location where the Contractor conducts the temporary activities outlined in this Scope of Work.

If PII must be removed from the Contractor's temporary location, the Contractor shall assure all hearing documentation will be safeguarded in transit (i.e. maintained in a locking file). If PII is thought to be stolen, or otherwise missing, the Contractor shall report this immediately to the Division's Contract Administrator.

If the Contractor chooses to maintain an electronic record of PII related to the applicant/eligible client or Division staff, then this information shall be maintained on a fully encrypted flash drive which may be provided by the Division when contract services are initiated. The Contractor shall not store PII on their hard drive.

The Contractor shall encrypt all email correspondences which contain PII related to the applicant/eligible client or Division staff by using the method defined/required by the Division. Encryption password shall only be provided by telephone.

Within thirty (30) days completion of the hearing, the Contractor shall submit:

1. One written decision by certified and regular mail to the applicant/client
2. One written decision in person or by certified mail to the Division Director:
3. One written decision in person or by certified mail to the Division Chief of Policy:
4. One written decision in person or by mail to the Division Client Appeals Coordinator/Contract Administrator.

Within thirty (30) days completion of the hearing or termination of services under this contract, the Contractor shall return all hard copies and electronic materials associated with the completion of activities defined in this Scope of Work as well as the Division-provided flash drive to the Division's Client Appeals Coordinator at the address listed above.

CONSEQUENCES OF FAILURE TO PERFORM:

The Division will monitor the following to determine the Contractor's level of performance during the contract period.

1. Conducts the hearing in adherence to the standards of practice;
2. Exhibits professional presence before, during and after the scheduled proceeding(s) as observed by Division staff and noted client feedback;
3. Knowledge of and fluent use of laws, regulations, policies, documents pertinent to each case according to review of the written hearing decision;
4. Timely response to the requests by the Division as described in performance standards and
5. Timely submission of requested information and required reporting as described in performance standards.

Deficiencies in the performance expectations of this contract will be documented for consideration during future needs assessments for the pool of trained impartial hearing officers.

REIMBURSEMENTS

The Division will pay the Contractor per hour as allowed by the state for services performed by contracted impartial hearing officers who are non-attorneys.

The Contractor will be reimbursed at the specified hourly rate for the following deliverables/activities.

1. Preparation prior to the hearing not to exceed eight (8) hours per day including such actions as phone calls, conference calls and research meetings.
2. Conduct the hearing at a length that may not exceed eight (8) hours per day
3. Written decisions/reports preparation after the hearing
4. Review the transcript and exhibits
5. Accurate and timely delivery of written decisions
6. Itemized actual expenses incurred including lodging, postage, printing, copying, phone calls and faxing

Within thirty (30) days of completion of the hearing, related contractual activities and duties specified in this Scope of Work, the Contractor shall submit an itemized invoice of services and expenses to the Division Client Appeals Coordinator/Contract Administrator:

Invoices shall include the following items:

1. Description, date(s), number of hours for each billable activity performed
2. Travel/lodging, if applicable
3. Receipts for actual expenses incurred (i.e. certified mail, printing, shipping of hard copy

materials, copying/faxing fees, hotel receipt(s) if applicable

1. Total cost of expenses in performance of required duties
2. Docket number without PII
3. Purchase Order Number

The Contractor shall be reimbursed for mileage in accordance with the current State Travel Policy Guidelines. The Contract Administrator will review and approve the invoice prior to submission for payment.

**PROCUREMENT PROCESS:**

The following is a general description of the process by which an agency or organization will be selected to complete the goal or objective.

1. Written questions concerning the ACP specifications will be received until the date specified on the cover sheet of this ACP. A summary of all questions and answers will be mailed to all agencies and organizations sent a copy of the ACP.
2. Applications in one original and *(at least two)* copies will be received from each agency or organization. The original must be signed and dated by an official authorized to bind the agency or organization.
3. All applications must be received by the funding agency not later than the date and time specified on the cover sheet of the ACP. Faxed applications will not be accepted.
4. At that date and time the applications from each responding agency and organization will be logged in. Budgets will be included as part of the application.
5. At their option, the evaluators may request additional information from any or all applicants for the purpose of clarification or to amplify the materials presented in any part of the application. However, agencies and organizations are cautioned that the evaluators are not required to request clarification: therefore, all applications should be complete and reflect the most favorable terms available from the agency or organization.
6. Applications will be evaluated according to completeness, content, experience with similar projects, ability of the agency's or organization's staff, cost, etc. The award of a grant to one agency and organization does not mean that the other applications lacked merit, but that, all facts considered, the selected application was deemed to provide the best service to the State.
7. Agencies and organizations are cautioned that this is a request for applications, and the funding agency reserves the unqualified right to reject any and all applications when such rejections are deemed to be in the best interest of the funding agency.

GENERAL INFORMATION ON SUBMITTING APPLICATIONS:

1. Award or Rejection
All qualified applications will be evaluated and award made to that agency or organization whose combination of budget and service capabilities is deemed to be in the best interest of the funding agency. The funding agency reserves the unqualified right to reject any or all offers if determined to be in its best interest. Successful applicants will be notified by **May 14, 2021**.
2. Decline to Offer
Any agency or organization that receives a copy of the ACP but declines to make an offer is requested to send a written "Decline to Offer" to the funding agency. Failure to respond as requested may subject the agency or organization to removal from consideration of future ACPs.
3. Cost of Application Preparation
Any cost incurred by an agency or organization in preparing or submitting an application is the agency's or organization's sole responsibility; the funding agency will not reimburse any agency or organization for any pre-award costs incurred.
4. Elaborate Applications
Elaborate applications in the form of brochures or other presentations beyond that necessary to present a complete and effective application are not desired.
5. Oral Explanations
The funding agency will not be bound by oral explanations or instructions given at any time during the competitive process or after awarding the grant.
6. Reference to Other Data.
Only information that is received in response to this ACP will be evaluated; reference to information previously submitted will not suffice.
7. Titles
Titles and headings in this ACP and any subsequent ACP are for convenience only and shall have no binding force or effect.
8. Form of Application
Each application must be submitted on the form provided by the funding agency and will be incorporated into the funding agency's Performance Agreement (contract).
9. Exceptions
All applications are subject to the terms and conditions outlined herein. All responses will be controlled by such terms and conditions. The attachment of other terms and condition by any agency and organization may be grounds for rejection of that agency or organization's application. Funded agencies and organizations specifically agree to the conditions set forth in the Performance Agreement (contract).
10. Advertising
In submitting its application, agencies and organizations agree not to use the results therefrom or as part of any news release or commercial advertising without prior written approval of the funding agency.
11. Right to Submitted Material
All responses, inquiries, or correspondence relating to or in reference to the ACP, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the agency or organization will become the property of the funding agency when received.
12. Competitive Offer
Pursuant to the provision of G.S. 143-54, and under penalty of perjury, the signer of any application submitted in response to this ACP thereby certifies that this application has not been arrived at collusively or otherwise in violation of either Federal or North Carolina antitrust laws.
13. Agency and organization's Representative
Each agency or organization shall submit with its application the name, address, and telephone number of the person(s) with authority to bind the agency or organization and answer questions or provide clarification concerning the application.
14. Subcontracting
Agencies and organizations may propose to subcontract portions of work provided that their applications clearly indicate the scope of the work to be subcontracted, and to whom. All information required about the prime grantee is also required for each proposed subcontractor.
15. Proprietary Information
Trade secrets or similar proprietary data which the agency or organization does not wish disclosed to other than personnel involved in the evaluation will be kept confidential to the extent permitted by NCAC TO1: 05B.1501 and G.S. 132-1.3 if identified as follows: Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL." Any section of the application that is to remain confidential shall also be so marked in boldface on the title page of that section.
16. Participation Encouraged
Pursuant to Article 3 and 3C, Chapter 143 of the North Carolina General Statutes and Executive Order No. 77, the funding agency invites and encourages participation in this ACP by businesses owned by minorities, women and the disabled including utilization as subcontractor(s) to perform functions under this Request for Applications.
17. Contract
The Division will issue a contract to the recipient of the grant that will include their application. Expenditures can begin immediately up receipt of a completely signed contract.

Please be advised that successful applicants may be required to have an audit in accordance with G.S. 143C-6-22 and G.S. 143C-6-23 as applicable to the agency or organization’s status. Also, the contract may include assurances the successful applicant would be required to execute when signing the contract. In addition, contractors must not be on the NC Suspension of Funding List (SOFL), NC Debarred List, Iran Divestment List, or the Federal Exclusion List. Contracts will not be initiated until issues are resolved.

Assemble the Application in the following order. Use a binder clip at top left corner on each copy of the application. Number each page consecutively beginning with the Application Face Sheet.

1. Application Face Sheet
2. Impartial Hearing Officer (IHO) Application
3. Current Resume

**APPLICATION FACE SHEET**

Name:

Address:

Status: ( ) Public ( ) Non-Profit ( ) For Profit ( ) Individual

Social Security Number:

Financial Reporting Year \_\_\_\_\_\_\_ through \_\_\_\_\_\_\_\_

**Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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|  | **North Carolina Division of Vocational Rehabilitation Services (NC DVRS)****Impartial Hearing Officer (IHO) Application** |

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Please complete the following information. Return this form **along with a current resume** via mail or email to:

*NC Division of Vocational Rehabilitation Services*

*2801 Mail Service Center*

*Raleigh, NC 27699-2801*

*Attn: Kim Schmidt, Division Client Appeals Coordinator*

*Email:* *kim.schmidt@dhhs.nc.gov*

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| Name |  |
| Address |  |
|  |  |  |
| City | State | Zip |
| Mailing Address *(if different from above):* |  |
|  |  |  |
| City | State | Zip |
| Email Address |  |
| Home Number |  | Work Number |  |
| Mobile Number |  | Fax Number |  |
| Please note any other calling/contact preferences including time of day. |
|  |
| 1. Are you a certified Mediator?
 |  | Yes |  | No |
| If yes, please attach a copy of your certification documentation. |
| IIf no, please describe and attach documentation of training completed. |
| 1. Have you had any law training?
 |  | Yes |  | No |
| If you have had law training, please describe. |
| 1. Are you currently or have you been an employee of the NC DVRS, NC DSB, or other public state or Federal agency?\*
 |  | Yes |  | No |
| 1. Have you been in regular employment of NC DVRS, NC DSB, or DHHS administration in the past 5 years?
 |  | Yes |  | No |
| If yes to questions 3 or 4 please list the agency or agencies and the dates of employment. |
|  |
| 1. Are you currently or have you ever been a member of the State Rehabilitation Council?
 |  | Yes |  | No |
| If yes to question 5, please describe. |
|  |
| Please provide three professional references. |
| Name | Title | Business Address/Phone/Email |
| 1. |  |  |
| 2. |  |  |
| 3. |  |  |

\**other than an administrative law judge, hearing examiner, employee of a State office of mediators, or an employee of an institution of higher learning*

**Resume:**

Please include a current copy of your resume