State of Hawaii
Department of Health
Adult Mental Health Division

Request for Proposals

RFP No. HTH 420-1-14
Therapeutic Living Program - Oahu

Date Issued
November 19, 2013

Date Due
December 20, 2013

Note: *It is the applicant's responsibility to check the public procurement notice website, the request for proposals website, or to contact the RFP point-of-contact identified in the RFP for any addenda issued to this RFP. The State shall not be responsible for any incomplete proposal submitted as a result of missing addenda, attachments or other information regarding the RFP.*

November 19, 2013

REQUEST FOR PROPOSALS

THERAPUETIC LIVING PROGRAM - OAHU

RFP No. HTH 420-1-14

The Department of Health, Adult Mental Health Division ("DIVISION"), is requesting proposals from qualified applicants to provide Therapeutic Living Program services on the island of Oahu. The contract term shall be from April 1, 2014 through March 31, 2015. Multiple contracts will be awarded under this request for proposals.

Proposals shall be mailed, postmarked by the United State Postal Service on or before December 20, 2013, and received no later than 10 days from the submittal deadline. Hand delivered proposals shall be received no later than 2:00 p.m., Hawaii Standard Time ("HST"), on December 20, 2013, at the drop-off site designated on the Proposal Mail-in and Delivery Information Sheet. Proposals postmarked or hand delivered after the submittal deadline shall be considered late and rejected. There are no exceptions to this requirement.

The DIVISION will conduct an orientation on Tuesday, November 26, 2013, from 9:00 a.m. to 10:30 a.m., HST at Honolulu, Hawaii. All prospective applicants are encouraged to attend the orientation. Teleconferencing capability will be provided for interested out-of-state or neighbor island organizations/agencies. Please call (808) 586-8282 or (808) 586-8281 for more information by Monday, November 25, 2013.

The deadline for submission of written questions is 12:00 p.m., HST on November 29, 2013. All written questions shall receive a written response from the State on or about December 6, 2013.

Any inquiries and requests regarding this RFP should be directed to Ms. Enid Kagesa at 1250 Punchbowl Street, Room 256, Honolulu, Hawaii 96813, telephone: (808) 586-8282, fax: (808) 586-4745, email: enid.kagesa@doh.hawaii.gov.

PROPOSAL MAIL-IN AND DELIVERY INFORMATION SHEET

NUMBER OF COPIES TO BE SUBMITTED: 5
THE 5 COPIES MUST INCLUDE ONE (1) SIGNED ORIGINAL AND ONE (1) SINGLE SIDED, UNBOUND COPY.

ALL MAIL-INS SHALL BE POSTMARKED BY THE UNITED STATES POSTAL SERVICE (USPS) NO LATER THAN
December 20, 2013
and received by the state purchasing agency no later than 10 days from the submittal deadline.

All Mail-ins
Department of Health
Adult Mental Health Division
P.O. Box 3378
Honolulu, Hawaii 96801-3378

DOH RFP Contact Person
Ms. Enid Kagesa
For further info. or inquiries
Phone: 586-8282
Fax: 586-4745

ALL HAND DELIVERIES SHALL BE ACCEPTED AT THE FOLLOWING SITES UNTIL **2:00 P.M., Hawaii Standard Time ("HST"), December 20, 2013.** Deliveries by private mail services such as FEDEX shall be considered hand deliveries. Hand deliveries shall not be accepted if received after 2:00 p.m., December 20, 2013.

Drop-off Site

Oahu:
Department of Health
Adult Mental Health Division
1250 Punchbowl Street, Room 256
Honolulu, Hawaii

BE ADVISED: All mail-ins postmarked by USPS after **December 20, 2013**, shall be rejected.

Deliveries by private mail services such as FEDEX shall be considered hand deliveries. Hand deliveries shall not be accepted if received after **2:00 p.m., HST, December 20, 2013.**

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Section 1

Administrative Overview

Section 1
Administrative Overview

Applicants are encouraged to read each section of the RFP thoroughly. While sections such as the administrative overview may appear similar among RFPs, state purchasing agencies may add additional information as applicable. It is the responsibility of the applicant to understand the requirements of *each* RFP.

1.1 Procurement Timetable

Note that the procurement timetable represents the State's best estimated schedule. If an activity on this schedule is delayed, the rest of the schedule will likely be shifted by the same number of days. Contract start dates may be subject to the issuance of a notice to proceed.

Activity	Scheduled Date
Public notice announcing Request for Proposals (RFP)	11/19/13
Distribution of RFP	11/19/13
RFP orientation session	11/26/13
Closing date for submission of written questions for written responses	11/29/13
State purchasing agency's response to applicants' written questions	12/06/13
Discussions with applicant prior to proposal submittal deadline (optional)	TBD
Proposal submittal deadline	12/20/13
Discussions with applicant after proposal submittal deadline (optional)	TBD
Final revised proposals (optional)	TBD
Proposal evaluation period	12/24/13 – 01/10/14
Provider selection	01/13/14
Notice of statement of findings and decision	01/13/14
Contract start date	04/01/14

1.2 Website Reference

The State Procurement Office (SPO) website is http://hawaii.gov/spo

	For	Click on "Doing Business with the State" tab or
1	Procurement of Health and Human Services	http://hawaii.gov/spo/health-human-svcs/doing-business-with-the-state-to-provide-health-and-human-services
2	RFP website	http://hawaii.gov/spo/general/procurement-notices-for-solicitations
3	Hawaii Revised Statutes (HRS) and Hawaii Administrative Rules (HAR) for Purchases of Health and Human Services	http://hawaii.gov/spo/general/statutes-and-rules/procurement-statutes-and-administrative-rules
4	Forms	http://hawaii.gov/spo/statutes-and-rules/general/spo-forms
5	Cost Principles	http://hawaii.gov/spo/health-human-svcs/cost-principles-for-procurement-of-health-and-human-services
6	Standard Contract –General Conditions, AG103F13	http://hawaii.gov/spo/general/gen-cond/general-conditions-for-contracts
7	Protest Forms/Procedures	http://hawaii.gov/spo/health-human-svcs/protestsreqforreconsideration/protests-requests-for-reconsideration-for-private-providers

Non-SPO websites

(Please note: website addresses may change from time to time. If a link is not active, try the State of Hawaii website at www.hawaii.gov)

	For	Go to
8	Hawaii Compliance Express ("HCE")	**https://vendors.ehawaii.gov/hce/splash/welcome.html**
9	Department of Taxation	**http://hawaii.gov/tax/**
10	Wages and Labor Law Compliance, HRS §103-055	**http://capitol.hawaii.gov/hrscurrent**
11	Department of Commerce and Consumer Affairs, Business Registration	**http://hawaii.gov/dcca** click "Business Registration"
12	Campaign Spending Commission	**http://hawaii.gov/campaign**

1.3 Authority

This RFP is issued under the provisions of the Hawaii Revised Statutes ("HRS") Chapter 103F and its administrative rules. All prospective applicants are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed proposal by any prospective applicant shall constitute admission of such knowledge on the part of such prospective applicant.

Applicants are advised that the entire RFP, appendices, amendments, memorandum, written responses to questions and answers, and the corresponding proposal shall be a part of the contract with the successful applicant.

1.4 RFP Organization

This RFP is organized into five sections:

Section 1, Administrative Overview: Provides applicants with an overview of the procurement process.

Section 2, Service Specifications: Provides applicants with a general description of the tasks to be performed, delineates provider responsibilities, and defines deliverables (as applicable).

Section 3, Proposal Application Instructions: Describes the required format and content for the proposal application.

Section 4, Proposal Evaluation: Describes how proposals will be evaluated by the state purchasing agency.

Section 5, Attachments: Provides applicants with information and forms necessary to complete the application.

1.5 Contracting Office

The Contracting Office is responsible for overseeing the contract(s) resulting from this RFP, including system operations, fiscal agent operations, and monitoring and assessing provider performance. The Contracting Office is:

Department of Health
Adult Mental Health Division
1250 Punchbowl Street, Room 256
Honolulu, Hawaii 96813
Telephone: (808) 586-8282
Facsimile: (808) 586-4745

1.6 RFP Contact Person

From the release of this RFP until the selection of the successful provider(s), any inquiries and requests shall be directed to the sole point-of-contact identified below.

Ms. Enid Kagesa
Telephone: (808) 586-8282
Facsimile: (808) 586-4745
Email: enid.kagesa@doh.hawaii.gov

1.7 Orientation

An orientation for applicants in reference to the request for proposals will be held as follows:

Date: **Tuesday, November 26, 2013** Time: **9:00 a.m. – 10:30 a.m.**

Location: Department of Health
Adult Mental Health Division
Kinau Hale, 1250 Punchbowl Street
OPPPD Conference Room, Room 119
Honolulu, HI 96813

Teleconferencing capability will be provided for interested out-of-state and neighbor island organizations/agencies. Please call (808) 586-8282 or (808) 586-8281 for more information by Monday, November 25, 2013.

Applicants are encouraged to submit written questions prior to the orientation. Impromptu questions will be permitted at the orientation and spontaneous answers provided at the state purchasing agency's discretion. However, answers provided at the orientation are only intended as general direction and may not represent the state purchasing agency's position. Formal official responses will be provided in writing. To ensure a written response, any oral questions should be submitted in writing following the close of the orientation, but no later than the submittal deadline for written questions indicated in the subsection 1.8, Submission of Questions.

1.8 Submission of Questions

Applicants may submit questions to the RFP Contact Person identified in Section 1.6. Written questions should be received by the date and time specified in Section 1.1 Procurement Timetable. The purchasing agency shall respond to written questions by way of an addendum to the RFP.

Deadline for submission of written questions:

Date: November 29, 2013 Time: 12:00 p.m. HST

State agency responses to applicant written questions will be provided by**:**

Date: December 6, 2013

1.9 Submission of Proposals

A. Forms/Formats - Forms, with the exception of program specific requirements, may be found on the State Procurement Office website referred to in subsection 1.2, Website Reference. Refer to the Section 5, Proposal Application Checklist for the location of program specific forms.

1. **Proposal Application Identification (Form SPO-H-200).** Provides applicant proposal identification.

2. **Proposal Application Checklist.** The checklist provides applicants specific program requirements, reference and location of required RFP proposal forms, and the order in which all proposal components should be collated and submitted to the state purchasing agency. The Proposal Application Checklist is located in Section 5, Attachment A.

3. **Table of Contents.** A sample table of contents for proposals is located in Section 5, Attachment B. This is a sample and meant as a guide. The table of contents may vary depending on the RFP.

4. **Proposal Application (Form SPO-H-200A).** Applicant shall submit comprehensive narratives that address all proposal requirements specified in Section 3, Proposal Application Instructions, including a cost proposal/budget, if required.

B. Program Specific Requirements. Program specific requirements are included in Sections 2 and 3, as applicable. Required Federal and/or State certifications are listed on the Proposal Application Checklist in Section 5.

C. Multiple or Alternate Proposals. Multiple or alternate proposals shall not be accepted unless specifically provided for in Section 2. In the event alternate proposals are not accepted and an applicant submits alternate proposals, but clearly indicates a primary proposal, it shall be considered for award as though it were the only proposal submitted by the applicant.

D. Hawaii Compliance Express ("HCE"). All providers shall comply with all laws governing entities doing business in the State. Providers shall have the option to register with HCE for online compliance verification from the Hawaii State Department of Taxation ("DOTAX "), Internal Revenue Service "IRS"), Department of Labor and Industrial Relations ("DLIR"), and Department of Commerce and Consumer Affairs ("DCCA"). There is a nominal annual registration fee (currently $12) for the service. The HCE's online "Certificate of Vendor Compliance" provides the registered provider's current compliance status as of the issuance date, and is accepted for both contracting and final payment

purposes. Refer subsection 1.2, Website Reference for HCE's website address.

- **Tax Clearance.** Pursuant to HRS §103-53, as a prerequisite to entering into contracts of $25,000 or more, providers are required to have a tax clearance certificate from DOTAX and the IRS. (See subsection 1.2, Website Reference for DOTAX and IRS website address.)

- Labor Law Compliance. Pursuant to HRS § 103-55, providers shall be in compliance with all applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety. (See subsection 1.2, Website Reference for DLIR website address.)

- DCCA Business Registration. Prior to contracting, owners of all forms of business doing business in the state except sole proprietorships, charitable organizations, unincorporated associations and foreign insurance companies shall be registered and in good standing with the DCCA, Business Registration Division. Foreign insurance companies must register with DCCA, Insurance Division. More information is on the DCCA website. (See subsection 1.2, Website Reference for DCCA website address.)

E. **Wages and Labor Law Compliance.** If applicable, by submitting a proposal, the applicant certifies that the applicant is in compliance with HRS §103-55, Wages, hours, and working conditions of employees of contractors performing services. Refer to HRS §103-55, at the Hawaii State Legislature website. (See subsection 1.2, Website Reference for DLIR website address.)

F. Ca**mpaign Contributions by State and County Contractors.** HRS §11-355 prohibits campaign contributions from certain State or county government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body. Refer to HRS §11-355. (See subsection 1.2, Website Reference for Campaign Spending Commission website address.)

G. **Confidential Information.** If an applicant believes any portion of a proposal contains information that should be withheld as confidential, the applicant shall request in writing nondisclosure of designated proprietary data to be confidential and provide justification to support confidentiality. Such data shall accompany the proposal, be clearly marked, and shall be readily separable from the proposal to facilitate eventual public inspection of the non-confidential sections of the proposal.

All proposals become the property of the State of Hawaii. The successful proposal shall be incorporated into the resulting contract and shall be public record. The State of Hawaii shall have the right to use all ideas, or adaptations to those ideas, contained in any proposal received in response to this RFP. Selection or rejection of the proposal shall not affect this right.

Note that price is not considered confidential and will not be withheld.

H. **Proposal Submittal.** All mail-ins shall be postmarked by the United States Postal System ("USPS") and received by the State purchasing agency no later than the submittal deadline indicated on the attached Proposal Mail-In and Delivery Information Sheet, or as amended. All hand deliveries shall be received by the State purchasing agency by the date and time designated on the Proposal Mail-In and Delivery Information Sheet, or as amended. Proposals shall be rejected when:

- Postmarked after the designated date; or
- Postmarked by the designated date but not received within 10 days from the submittal deadline; or
- If hand delivered, received after the designated date and time.

The number of copies required is located on the Proposal Mail-In and Delivery Information Sheet. Deliveries by private mail services such as FEDEX shall be considered hand deliveries and shall be rejected if received after the submittal deadline. Dated USPS shipping labels are not considered postmarks.

Faxed proposals and/or submission of proposals on diskette/CD or transmission by e-mail, website, or other electronic means is not permitted.

1.10 Discussions with Applicants

A. **Prior to Submittal Deadline.** Discussions may be conducted with potential applicants to promote understanding of the purchasing agency's requirements.

In order to provide equal treatment to all applicants, questions from applicants shall be submitted in writing and answers to applicants shall be distributed to all known interested parties.

B. **After Proposal Submittal Deadline -** Discussions may be conducted with applicants whose proposals are determined to be reasonably susceptible of being selected for award, but proposals may be accepted without discussions, in accordance HAR §3-143-403.

From the issue date of this RFP until an applicant is selected and the selection is announced, communications with State staff may be conducted pursuant to Chapter 3-143, HAR.

1.11 Opening of Proposals

Upon the state purchasing agency's receipt of a proposal at a designated location; proposals, modifications to proposals, and withdrawals of proposals shall be date-stamped, and when possible, time-stamped. All documents so received shall be held in a secure place by the state purchasing agency and not examined for evaluation purposes until the submittal deadline.

Procurement files shall be open to public inspection after a contract has been awarded and executed by all parties.

1.12 Additional Materials and Documentation

Upon request from the state purchasing agency, each applicant shall submit additional materials and documentation reasonably required by the state purchasing agency in its evaluation of the proposals.

The DIVISION reserves the right to conduct an on-site visit to verify the appropriateness and adequacy of the applicant's proposal before the award of the contract.

1.13 RFP Amendments

The State reserves the right to amend this RFP at any time prior to the closing date for the final revised proposals.

1.14 Final Revised Proposals

If requested, final revised proposals shall be submitted in the manner, and by the date and time specified by the state purchasing agency. If a final revised proposal is not submitted, the previous submittal shall be construed as the applicant's final revised proposal. *The applicant shall submit **only** the section(s) of the proposal that are amended, along with the Proposal Application Identification Form (SPO-H-200).* After final revised proposals are received, final evaluations will be conducted for an award.

1.15 Cancellation of Request for Proposal

The RFP may be canceled and any or all proposals may be rejected in whole or in part, when it is determined to be in the best interest of the State.

1.16 Costs for Proposal Preparation

Any costs incurred by applicants in preparing or submitting a proposal are the applicants' sole responsibility.

1.17 Provider Participation in Planning

Provider(s), awarded a contract resulting from this RFP,

☐ are required
☒ are not required
to participate in the purchasing agency's future development of a service delivery plan pursuant to HRS §103F-203.

Provider participation in a state purchasing agency's efforts to plan for or to purchase health and human services prior to the release of a RFP, including the sharing of information on community needs, best practices, and providers' resources, shall not disqualify providers from submitting proposals, if conducted in accordance with HAR §§3-142-202 and 3-142-203.

1.18 Rejection of Proposals

The State reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in this RFP and which demonstrate an understanding of the problems involved and comply with the service specifications. Any proposal offering any other set of terms and conditions contradictory to those included in this RFP may be rejected without further notice.

The DIVISION also reserves the right to waive minor variances in proposals providing such action is in the best interest of the State. Where the DIVISION may waive minor variances, such waiver shall in no way modify the RFP requirements or excuse an applicant from full compliance with the RFP specifications and other contract requirements if the applicant is awarded the contract.

A proposal may be automatically rejected for any one or more of the following reasons:

(1) Rejection for failure to cooperate or deal in good faith. (HAR §3-141-201)
(2) Rejection for inadequate accounting system. (HAR §3-141-202)
(3) Late proposals (HAR §3-143-603)
(4) Inadequate response to request for proposals (HAR §3-143-609)
(5) Proposal not responsive (HAR §3-143-610(a)(1))
(6) Applicant not responsible (HAR §3-143-610(a)(2))

1.19 Notice of Award

A statement of findings and decision shall be provided to each responsive and responsible applicant by mail upon completion of the evaluation of competitive purchase of service proposals.

Any agreement arising out of this solicitation is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order or other directive.

No work is to be undertaken by the provider(s) awarded a contract commencement date. The State of Hawaii is not liable for any costs incurred prior to the official starting date.

Upon receipt and acceptance of the winning proposal, the DIVISION shall initiate the contracting process. The applicant who has been awarded a contract shall be notified in writing that the DIVISION intends to contract with the applicant. This letter shall serve as notification that the applicant should begin to develop its programs, materials, policies and procedures for the contract. The DIVISION will not reimburse applicants for costs incurred related to services not delivered.

The DIVISION reserves the right to review any applicant's provider contracts or agreements prior to the notification of award of the contract. Upon award of the contract, the applicant shall submit a plan for implementation of services and shall provide progress/performance reports every two (2) weeks beginning two (2) weeks after the notification of contract award. The format to be used shall be approved by the DIVISION. The purpose of the reports is to ensure that the applicant will be ready to provide services as of the implementation date of the contract and that all required elements are in place. If the applicant is not able to demonstrate readiness to implement the contract, the award shall be withdrawn by the DIVISION and the next qualified applicant shall replace the applicant.

After the award of the contract, prior to implementation, an on-site readiness review will be conducted by a team from the DIVISION and will examine the applicant's staffing and provider contracts, fiscal operations, and other areas specified prior to review.

1.20 Protests

Pursuant to HRS §103F-501 and HAR Chapter 148, an applicant aggrieved by an award of a contract may file a protest. The Notice of Protest form, SPO-H-801, and related forms are available on the SPO website. (See subsection 1.2, Website Reference for website address.) Only the following matters may be protested:

(1) A state purchasing agency's failure to follow procedures established by Chapter 103F of the Hawaii Revised Statutes;

(2) A state purchasing agency's failure to follow any rule established by Chapter 103F of the Hawaii Revised Statutes; and

(3) A state purchasing agency's failure to follow any procedure, requirement, or evaluation criterion in a request for proposals issued by the state purchasing agency.

The Notice of Protest shall be postmarked by USPS or hand delivered to 1) the head of the state purchasing agency conducting the protested procurement and 2) the procurement officer who is conducting the procurement (as indicated below) within five (5) working days of the postmark of the Notice of Findings and Decision sent to the protestor. Delivery services other than USPS shall be considered hand deliveries and considered submitted on the date of actual receipt by the state purchasing agency.

Head of State Purchasing Agency	**Procurement Officer**
Name: Loretta J. Fuddy, A.C.S.W., M.P.H.	Name: Amy Yamaguchi
Title: Director of Health	Title: Administrative Officer, Adult Mental Health Division
Mailing Address: P.O. Box 3378, Honolulu, Hawaii 96801-3378	Mailing Address: P.O. Box 3378, Honolulu, Hawaii 96801-3378
Business Address: 1250 Punchbowl Street, Honolulu, Hawaii 96813	Business Address: 1250 Punchbowl Street, Honolulu, Hawaii 96813

1.21 Availability of Funds

The award of a contract and any allowed renewal or extension thereof, is subject to allotments made by the Director of Finance, State of Hawaii, pursuant to HRS Chapter 37, and subject to the availability of State and/or Federal funds.

1.22 General and Special Conditions of Contract

The general conditions that will be imposed contractually are on the SPO website. (See subsection 1.2, Website Reference for website address.) Special conditions may also be imposed contractually by the state purchasing agency, as deemed necessary. Terms of the special conditions may include, but are not limited to, the requirements as outlined in Section 5, Attachment C.

The DIVISION may also be required to make small or major unanticipated modifications to individual contracts. Reasons for such modifications may include, but are not limited to, recommendations made by the DIVISION's

technical assistance consultant, national trends, and needs of the Hawaii State Department of Health.

1.23 Cost Principles

To promote uniform purchasing practices among state purchasing agencies procuring health and human services under HRS Chapter 103F, state purchasing agencies will utilize standard cost principles outlined in Form SPO-H-201, which is available on the SPO website (See subsection 1.2 Website Reference for website address.) Nothing in this section shall be construed to create an exemption from any cost principle arising under federal law.

Section 2

Service Specifications

2.1 Introduction

A. Overview, purpose or need

The Adult Mental Health Division ("DIVISION") of the Hawaii State Department of Health ("DEPARTMENT") is responsible for coordinating public and private human services into an integrated and responsive delivery system for mental health needs. Provision of direct services to consumers in the public sector is offered through programs offered by the Community Mental Health Centers ("CENTERS") and the Hawaii State Hospital ("HOSPITAL"). In addition, the DIVISION contracts on a purchase of service basis with private providers for mental health services to supplement the efforts of the CENTERS and the HOSPITAL.

For purposes related to this RFP, the basic functions or responsibilities of the DIVISION include:

1. Defining the services to be provided to consumers by the provider;
2. Developing the policies, regulations, and procedures to be followed under the programs administered by the DEPARTMENT;
3. Procuring, negotiating, and contracting with selected providers;
4. Determining initial and continuing eligibility of consumers;
5. Enrolling and disenrolling consumers;
6. Reviewing and ensuring the adequacy of the applicant's employees and providers;
7. Authorizing and determining necessity of DIVISION funded services;
8. Monitoring the quality of services provided by the provider and subcontractors;
9. Reviewing and analyzing utilization of services and reports provided by the provider;
10. Handling unresolved consumer grievances and appeals with the providers;
11. Monitoring the financial status and billing practices of providers;
12. Identifying and investigating fraud and abuse;
13. Analyzing the effectiveness of the program in meeting its objectives;
14. Conducting research activities;
15. Providing technical assistance to the providers;
16. Providing consumer eligibility information to the providers; and
17. Payments to the non-Medicaid Rehabilitation Option ("MRO") contracted providers.

B. Planning activities conducted in preparation for this RFP

The DIVISION published a Request for Information on May 15, 2013, seeking the public's input on the design of this service for statewide services, the availability of potential service providers, staffing capabilities for services and culturally specific service capabilities.

C. Description of the goals of the service

Hawai'i's adult mental health service delivery system is based on the concept of recovery, that consumers can lead fulfilling lives even in the presence of a severe and persistent mental illness. Services are focused on the need of the individual, not only on symptom relief and stabilization, but on consumer empowerment and the skills needed to lead satisfying, hopeful and contributing lives.

The goals for the services described in this RFP include, but are not limited to:

1. Establishing supportive residences that provide basic care, habilitation and rehabilitation services, and access to community services that support consumers to maintain themselves in the community and to successfully cope with the day to day problems and long-term adjustments of daily living in the community.

2. Meeting a niche in the mental health services' continuum of care by providing twenty four (24) hour supervised care for consumers whose behavior and needs require closer supervision and assistance with activities than what is provided in the current group homes.

3. Ensuring the consumers are provided with needed supports to sustain community living and enhance their quality of life.

4. Assisting consumers to realize their recovery, vocational, and personal goals.

5. Improving and/or establishing new linkages with a variety of community services and mobilizing the involvement of the consumer's support

D. Description of the target population to be served

Adults, 18 years and older, with severe and persistent mental illness who meet DIVISION eligibility criteria.

The program serves adults for whom out of home care is required, and who are able to function in a community-based home-like setting which aids the consumer in meeting the basic needs and provide supportive services through a required service plan.

E. Geographic coverage of service

Island of Oahu.

F. Probable funding amounts, source, and period of availability

The source of funding is state funds or a combination of state and federal funds. Both profit and non-profit organizations are eligible for state funds. Please note that based on the availability of funds, the amount allocated to applicants who are awarded contracts may change.

The DIVISION considers itself the payer of last resort, and expects applicants to seek and obtain third party reimbursement as applicable. The DIVISION gives priority to the uninsured. (See section on Financial Requirements, Third Party Liability.)

If a provider materially fails to comply with terms and conditions of the contract, the DIVISION may, as appropriate under the circumstances:

1. Temporarily withhold new referrals pending correction of a deficiency or a non-submission of a report by a provider.
2. Disallow all or part of the cost.
3. Restrict, suspend or terminate the contract.

In the event that additional funds become available for similar services, the DEPARTMENT reserves the right to increase funding amounts, drawing from other possible funding sources, such as state or federal grants.

From time to time, the DIVISION may seek outside funding opportunities to transform its existing public mental health services into an improved system of care. Providers of this service may be asked to participate in these opportunities, with funding sources to include, but not be limited to, federal, state, county, and private foundations.

Competition is encouraged among as many applicants as possible.

2.2 Contract Monitoring and Evaluation

The criteria by which the performance of the contract will be monitored and evaluated are:

(1) Performance/Outcome Measures
(2) Output Measures
(3) Quality of Care/Quality of Services
(4) Financial Management
(5) Administrative Requirements

2.3 General Requirements

A. Specific qualifications or requirements, including but not limited to licensure or accreditation

1. The DIVISION shall require accreditation by the Commission on Accreditation of Rehabilitation Facilities ("CARF), The Joint Commission ("TJC"), Council on Accreditation ("COA"), or by another DIVISION-approved accreditation body. Providers that are currently accredited are required to maintain accreditation throughout the contract period. Providers who are not accredited at the time of contract award, are required to achieve accreditation within two (2) years from the date of contract award and in the interim, shall meet accreditation standards.(N/A)

2. Providers shall have an administrative structure in place capable of supporting the activities required by the RFP. Specifically, there shall be clinical, financial, accounting and management information systems, and an organizational structure to support the activities of the provider.

3. The provider shall have within six (6) months of the contract start date, a written plan for emergency preparedness and disasters that has been accepted by their accreditation body or by the DIVISION.

4. The provider shall cooperate with the DIVISION in approved research, training, and service projects provided that such projects do not substantially interfere with the provider's service requirements as outlined in this RFP.

5. The provider shall comply with all specified, applicable DIVISION policies, procedures, directives, and the provider manual of the DIVISION.

6. The provider shall have, or develop within six (6) months of the contract start date, policies, procedures, and other documentation or tracking systems that demonstrate the services and requirements of this RFP. Whenever requested, the provider shall submit a copy of its operating policies and procedures to the DIVISON. The copy shall be provided at the provider's expense with revisions and updates as appropriate.

7. The provider shall assign staff to attend provider meetings and trainings as scheduled by the DIVISION.

8. The provider shall notify and obtain the approval of the DIVISION prior to formal presentation of any report or statistical or analytical material based on information obtained through this contract. Formal presentations shall include, but not be limited to, published papers, articles, professional

publications, and conference presentations. Any written material distributed in relation to this contract must carry the following disclosure: "Funding for this program was made possible, in part, by the State of Hawaii, Department of Health, Adult Mental Health Division. The views expressed do not necessarily reflect the official policies of the Department of Health, nor does mention of trade names, commercial practices, or organizations imply endorsement by the State of Hawaii."

9. Consumer Management Requirement

a. Incorporate "best practices/evidence-based practices" in any consumer service.

Best practices/evidence-based practices" are defined as a body of contemporaneous empirical research findings that produce the most efficacious outcomes for person with severe and persistent mental illness, have literature to support the practices, are supported by national consensus, and have a system for implementing and maintaining program integrity and conformance to professional standards. The DIVISION has developed fidelity scales based on best practices/evidence-based practices for some services. Providers will be required to incorporate these best practices into their service delivery and cooperate with educational and monitoring activities.

b. Documented evidence of consumer input into all aspects of recovery planning inclusive of service related decisions.

c. Consumers shall be served with respect in the "least restrictive" environment as determined by the consumer's level of care assessment, as established in section 334-104, Hawaii Revised Statutes and in any appropriate federal guidelines.

d. Consumers shall be made aware of and have access to community resources appropriate to their level of care and treatment needs.

e. Consumers shall receive services, to the extent it is practical, in a manner compatible with their cultural health beliefs, practices, and preferred language.

f. The PROVIDER shall comply, as a covered entity according to the provisions of chapter 321C, Hawaii Revised Statutes, regarding language access; and with federal law regarding language access, Title VI of the Civil Rights Act of 1964, 42 USC section 2000d et seq., and 45 CFR part 80. These laws require the PROVIDER to, among other things, link clients and their families with interpreter

services if, on account of national origin, clients and their families do not speak English as their primary language and identify themselves as having a limited ability to read, write, speak, or understand the English language.

g. In accordance with chapter 11-175, Hawaii Administrative Rules, and any appropriate federal guidelines, the provider shall respect and uphold consumer rights. The provider shall recognize the rights of authority of the consumer in the delivery of services, in deciding on appropriate treatment and services and in providing input into the decisions of all aspects of service.

h. The provider shall provide the DIVISION's Quality Management program with a written record of sentinel events, incidents, grievances, and appeals and efforts to address the situation and improve services on-site.

i. The provider shall comply with any applicable Federal and State laws such as title VI of the Civil Rights Act of 1964 as implemented by regulations at C.R.R. part 80, the Age Discrimination Act of 1975 as implemented by regulations at 45 C.F.R. part 91, the Rehabilitation Act of 1973, and titles II and III of the Americans with disabilities Act ("ADA").

j. The provider is required to comply with all Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the State of Hawaii's Health Care Privacy Harmonization Act, Hawaii Revised Statutes, chapter 323B, in written policies and procedure requirements. The provider shall describe how they protect confidential information. The provider shall not use or disclose patient health information ("PHI") in any manner that is not in full compliance with HIPAA regulations or with the laws of the State of Hawaii. The provider shall maintain safeguards, as necessary, to ensure that PHI is not used or disclosed except as provided by the contract or by law. The provider shall not use or further disclose PHI for any purpose other than the specific purposes stated in DIVISION contracts or as provided by law and shall immediately report to DIVISION any use of disclosure of PHI that is not provided in this contract or by law.

k. Confidentiality. The DIVISION and the PROVIDER agree to keep confidential and to take reasonable precautions to prevent the unauthorized disclosure of any and all medical records and information required to be prepared or maintained by the PROVIDER, its employees, contractors or the DIVISION under this Contract pursuant to chapter 323B, Hawaii Revised Statutes.

l. Written consumer consent shall be obtained for individuals and services funded by the DIVISION including:

1) Consent to release information by DIVISION-funded service providers as needed for continuity of care, or for transition to another service provider, including after care services;

2) Consent for claims to be submitted, on behalf of the consumer, for reimbursement or third party billing;

3) Consent to enter registration information into the confidential Statewide DIVISION information system; and

4) Other consent documents as needed.

Consumer consent is not required for oversight activities of the DIVISION and its agents, and in the case of MRO Services, the Centers for Medicare and Medicaid Services ("CMS") Office of the Inspector General, the Med-QUEST Division ("MQD") and their agents.

10. If a subcontractor is used, the provider shall ensure the DIVISION that they, as the provider, have the ultimate responsibility that subcontractor(s) will provide behavioral health services that meet the criteria of this RFP. Subcontractors shall be responsive and responsible to meet the expectations of the provider and the DIVISION.

11. Financial Requirements

a. The State may require providers to submit an audit as necessary. If the provider expends $500,000 or more in a year of federal funds from any source, it shall have a single audit conducted for that year in accordance with the Single Audit Act and Amendments of 1999, Public Law 104-156.

b. The provider shall comply with the cost principles developed for Chapter 103F, HRS and set forth in the State Procurement Office document, SPO H-201. This form (SPO-H-201) is available on the SPO website (see page 1-2, Website Reference).

c. Eligibility and enrollment is determined through the assessment process by DIVISION assessors. Eligible consumers are:

1) At least 18 years old
2) Live in Hawaii

3) Have severe and persistent mental illness, be in a state of crisis (short-term services), be victims of natural disasters and terrorism, or court ordered for treatment by the DIVISION.
4) Homeless consumers registered through ACCESS by Homeless Outreach providers shall be given provisional eligibility into the DIVISION until a formal eligibility assessment is completed.

d. Notification of Change of Consumer Status.

As part of education conducted by the DIVISION, consumers shall be notified that they are to provide the provider, through their case manager, with any information affecting their status. The case manager and/or consumers should report changes to their case manager and/or provider. The provider shall complete the DIVISION UM Admission/Discharge/Update form and send it to the DIVISION's Utilization Management ("UM"). The DIVISION shall describe the information that is to be provided and explain the procedures to be followed through the DIVISION staff and in its printed material. The provider shall also explain the information and the procedures to be followed by the consumers during the orientation process.

It is expected that not all consumers will remember to or be able to provide information on changes to their status. Therefore, it is important for the provider to obtain and forward such information to the DIVISION on a timely basis and inform the consumer of his/her responsibility to report changes to their case manager.

The provider shall notify each case manager and the DIVISION of changes in consumer status by faxing the information to UM within five (5) calendar days of discovery.

e. Changes in consumer status include:

1) Death of the consumer
2) Change in address, including homelessness
3) Change in name
4) Change in phone number
5) Institutionalization (imprisonment or long term care)
6) Short term inpatient psychiatric treatment
7) Third Party Liability ("TPL") coverage, especially employer-sponsored, Medicare, Medicaid, or Quest

f. Consumers shall be disenrolled from DIVISION, if they meet any of the following criteria:

1) Are no longer living in Hawaii
2) Refuse all services that are not court ordered
3) Anticipated to be incarcerated for more than one (1) year
4) No longer meet the criteria for DIVISION funded services either because of a change in diagnosis, functional impairment or legal status.

g. TPL means any individual, entity or Program that is or may be liable for all or part of the expenditures for furnished services. The DEPARTMENT must take all reasonable measures to identify legally liable third parties and treat verified TPLs as a resource of the consumer.

The provider shall establish systems for eligibility determination, billing, and collecting from all eligible sources to maximize third party reimbursements and other sources of funding before using funds awarded by the DIVISION. The provider shall bill the DIVISION only after exhausting the third party denial process, when the service is not a covered benefit or when the consumer is uninsured. The provider shall maintain documentation of denials and of limits of benefit coverage and make these records available to the DIVISION upon request. The DIVISION is the payor of last resort and the provider shall consider payment from third party sources as payment in full. An annual review and reconciliation of amounts collected from third party payors by the provider will be conducted and, if needed, adjustments will be made within ninety (90) days either crediting the DIVISION or providing payment to the provider upon the receipt of the claim.

The provider shall:

1) Provide a list of service expenses, in the format requested by the DIVISION, for recovery purposes.

2) Recover service expenses incurred by consumers from all other TPL resources.

3) Inform the DIVISION of TPL information uncovered during the course of normal business operations.

4) The applicant shall describe all eligible sources of revenue from third parties and plans to pursue additional sources of revenues.

h. Fraud and Abuse Neglect

Through its compliance program, the provider shall identify employees or providers who may be committing fraud and/or abuse. The provider activities may include, but are not limited to, monitoring the billings of its employees and providers to ensure consumers received services for which the provider and the State are billed; monitoring the time cards of employees who provide services to consumers under cost payment arrangements; investigating all reports of suspected fraud and over-billings (upcoding, unbundling, billing for services furnished by others, billing for services not performed, and other over-billing practices), reviewing for over- or under-utilization, verifying with consumers the delivery of services and claims, and reviewing and trending consumer complaints regarding employees, subcontractors and providers.

The provider shall promptly report in writing to the DIVISION instances in which suspected fraud has occurred within thirty (30) days of discovery. The provider shall provide any evidence it has on the suspicious billing practices (unusual billing patterns, services not rendered as billed and same services billed differently and/or separately). If the billing has not been done appropriately and the provider does not believe the inappropriate billing meets the definition of fraud (i.e., no intention to defraud), the provider shall notify the DIVISION in writing of its findings, adjustments made to billings, and education and training provided to prevent future occurrences.

Any suspected case of physical, emotional or financial abuse or neglect of a consumer who is a dependent adult must be reported by the provider to Adult Protective Services, or of a child to Child Welfare Services, and to the DIVISION immediately upon discovery.

i. All reimbursements for services shall be subject to review by the DIVISION or its agent(s) for medical necessity and appropriateness, respectively. The DIVISION or its agents shall be provided access to medical records and documentation relevant to such a review and the provider agrees to provide access to all requested medical records/documents. It is the responsibility of the provider to ensure that its subcontractors and providers also provide DIVISION and its agents access to requested medical records/documents. Reimbursements for services deemed not medically necessary or not following billing guidelines by the DIVISION or its agent shall be denied. Reimbursements received

by providers for consumers with third party coverage (including consumers with Medicaid and/or Medicare) will be considered full payment (see Section 2.3A11.g.). Any DIVISION overpayments for services shall be recouped by the DIVISION from the provider.

The DIVISION has final determination in what is considered a necessary, reimbursable service.

j. Medicaid

The MQD under the Department of Human Services ("DHS") administers medical assistance to qualified, indigent, uninsured and underinsured individuals. Aged, blind, and disabled recipients receive medical, dental, and behavioral health services under QUEST Expanded Access from contracted providers.

k. The provider shall submit HIPAA compliant claims to the DIVISION. Claims shall be submitted for payment within one hundred twenty (120) calendar days of the date of service. Claims for payment received after one hundred twenty (120) calendar days of the date of service shall be denied for exceeding the filing deadline. For claims that have been denied by the DIVISION, the provider shall have thirty (30) days from the date of denial, to resubmit a claim for payment. Claims resubmitted after thirty (30) days of the date of denial shall be denied for exceeding the filing deadline.

Where a consumer's primary insurance carrier has been billed, the filing deadline will be extended an additional thirty (30) calendar days, for a total of one hundred fifty (150) calendar days from the date of service.

l. When submitting Claims and/or Encounter Data, the provider shall: (a) use the most current coding methodologies on all forms; (b) abide by all applicable coding rules and associated guidelines as allowed by Federal/State law, including without limitation, inclusive code sets; and (c) agree that regardless of any provision or term in the contract, in the event a code is formally retired or replaced, the provider shall discontinue use of such code and begin use of the new or replacement code following the effective date published by the American Medical Association. Should a provider submit claims using retired or replaced codes, the provider understands and agrees that the DIVISION may deny such claims until appropriately coded and resubmitted.

12. The provider shall have current, valid licenses and certificates, as applicable, in accordance with federal, state and county regulations, and all applicable Hawaii Administrative Rules, and provide copies to the DIVISION, as requested.

13. Insurance Policies. In addition to the provisions of the General Conditions No. 1.4, the provider, at its sole cost and expense, shall procure and maintain policies of professional liability insurance and other insurance necessary to insure the provider and its employees against any claim or claims for damages arising by reason of personal injuries or death occasioned directly or indirectly in connection with the performance of the contract. Subcontractors and contractors shall also be bound by this requirement and it is the responsibility of the provider to ensure compliance with this requirement.

    The provider shall obtain, maintain, and keep in force throughout the period of this Contract the following types of insurance:

    General Liability insurance issued by an insurance company in the amount of at least ONE MILLION AND NO/100 DOLLARS ($1,000,000.00) for bodily injury and property damage liability arising out of each occurrence and not less than THREE MILLION AND NO/100 DOLLARS ($3,000,000.00) in the aggregate annually.

    Automobile Insurance issued by an insurance company in an amount of at least ONE MILLION AND NO/100 DOLLARS ($1,000,000.00) per accident/occurrence.

    Professional Liability insurance issued by an insurance company in the amount of at least ONE MILLION AND NO/100 DOLLARS ($1,000,000.00) for liability arising out of each occurrence and not less than THREE MILLION AND NO/100 DOLLARS ($3,000,000.00) in the aggregate annually

    All policies shall be made by occurrence and not on a claims-made basis.

    The insurance shall be obtained from a company authorized by law to issue such insurance in the State of Hawaii (or meet Section 431:8-301, Hawaii Revised Statutes, if utilizing an insurance company not licensed by the State of Hawaii).

    For general liability, automobile liability, and professional liability insurance, the insurance coverage shall be primary and shall cover the insured for all work to be performed under the contract, including changes, and all work performed incidental thereto or directly or indirectly connected therewith. The provider shall maintain in effect this liability

insurance until the State has certified that the provider's work under the contract has been completed satisfactorily.

Prior to or upon execution of the contract, the provider shall obtain a certificate of insurance verifying the existence of the necessary insurance coverage in the amounts stated above. The parties agree that the certificate of insurance shall be attached and be made a part of the contract.

Each insurance policy required by the contract shall contain the following clause:

> It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy.

The general liability and automobile liability insurance policies required by this contract shall contain the following clause:

> The State of Hawaii and its officers and employees are additional insured with respect to operations performed for the State of Hawaii.

The certificate of insurance shall indicate these provisions are included in the policy.

The provider shall immediately provide written notice to the contracting department or agency should any of the insurance policies evidenced on its certificate of insurance forms be cancelled, limited in scope, or not renewed upon expiration.

If the scheduled expiration date of the insurance policy is earlier than the expiration date of the time of performance under the contract, the provider, upon renewal of the policy, shall promptly cause to be provided to the State an updated certificate of insurance.

The provider should check with its insurance company to ensure its ability to comply with these requirements. If the provider is unable to provide a Certificate of Insurance that addresses the requirements of the State, two (2) months before contract implementation, the contract award may be canceled due to the provider's inability to meet the requirements of the State.

The provider is required to submit copies of its Certificates of Insurance to the DEPARTMENT's Administrative Services Office and to the DIVISION.

B. Secondary purchaser participation
(Refer to §3-143-608, HAR)

After-the-fact secondary purchases will be allowed.
There are no planned secondary purchases.

C. Multiple or alternate proposals
(Refer to §3-143-605, HAR)

☐ Allowed ☒ Not allowed

D. Single or multiple contracts to be awarded
(Refer to §3-143-206, HAR)

☐ Single ☐ Multiple ☒ Single & Multiple

Criteria for multiple awards:

The State needs the flexibility to award funding to more than one (1) applicant. In the event that more than one (1) applicant's proposal for a service meets the minimum requirements in Section III, Scope of Work, the proposal will be reviewed in accordance with the following additional criteria in determining the funding allocations:

1. Interest of the State to have a variety of providers in order to provide choices for consumers.
2. Interest of the State to have geographic accessibility.
3. Readiness to initiate or resume services.
4. Ability to maximize third party reimbursement.
5. Proposed budget in relation to the proposed total number of service recipients.
6. If funded in the past by the DIVISION, ability of applicant to fully utilize funding.
7. Previous DIVISION contract compliance status (e.g. timely submittal of reports and corrective action plans).
8. Accreditation status.
9. Applicants' past fiscal performance based on the DIVISION's fiscal monitoring.
10. Applicants' past program performance based on the DIVISION's program monitoring.
11. Applicants' previous internal utilization management ability based on demonstrated past performance.
12. Applicants' past program performance, based on other state agencies' program and/or contract monitoring.

Not all applicants who submit a proposal application may be awarded a contract.

E. Single or multi-term contracts to be awarded
(Refer to §3-149-302, HAR)

☐ Single term (≤ 2 yrs) ☒ Multi-term (> 2 yrs.)

Contract terms:

Initial term of contract:	1 year
Length of each extension:	1 year
Number of possible extensions:	5 years or 60 months
Maximum length of contract:	6 years or 72 months
The initial period shall commence on the contract start date or Notice to Proceed.	
Conditions for extension: Contract extensions shall be requested in writing, and must be executed prior to contract expiration.	

2.4 Scope of Work

A. Service Activities
(Minimum and/or mandatory tasks and responsibilities)

1. Have a policy that emphasizes a welcoming, empathic and integrated approach to working with individuals with co-occurring substance and mental illness.

2. Therapeutic Living Program (TLP) is defined as a supervised living arrangement that provides mental health services for consumers who do not need the intense care of a specialized treatment facility and are transitioning to a more independent living situation. The program assists consumers in meeting their basic needs and provides services through an individualized service plan.

   The proposed TLP for DIVISION consumers can provide a short-term, as well as a long-term stay, so that it can accommodate those who are unable to transition into more independent living. Staff supervision will be provided to assist the consumers with some of their activities of daily living, and their medications. The service design is structured for consumers who may be unable to take their own medications independently or participate in the treatment or rehabilitation programs offered at the home or outside in the community.

3. The applicant shall provide culturally appropriate TLP services on the island of Oahu to severely and persistently mentally ill adults. Services shall be provided by a community-based mental health provider. Program staff shall provide services in a warm, welcoming setting and manner.

4. The applicant shall:

   a. Have a Special Treatment Facility license in accordance with Title 11, Chapter 98, Special Treatment Facility or applicable certification to operate a TLP prior to accepting DIVISION consumers into the program. Preference will be given to applicants with combined experience and appropriate facility licensure. Failure to obtain licensure will be considered a substantial breach of contract and may result in contract termination. The facility must maintain licensure at all times during the contract period. Any break in licensure will result in immediate contractual action, up to and including transfer of all consumers and termination of contract.

   b. Provide twenty-four (24) hour residential services for a maximum of eight (8) consumers per licensed or certified TLP home.

   c. Provide TLP services for a maximum of forty (40) consumers annually.

   d. Accept all referrals that meet DIVISION criteria for admission to the TLP.

   e. Provide and complete an intake assessment for each consumer referred to the TLP. The assessment shall be completed through face-to-face contacts with the consumer and significant others involved in each consumer's treatment. The assessment shall be comprehensive and shall include, but not be limited to, each consumer's strengths, preferences, abilities, needs and other current and historical data regarding the consumer's family, social support, medical status including psychiatric illness, substance abuse, legal, employment, education, abuse and neglect issues, and activities of daily living. Assessments shall be used to develop appropriate individualized service plans.

   f. Provide each consumer with a single, coordinated, individualized treatment plan referred to as an Individualized Service Plan (ISP), within seven (7) days of admission, which complies with the DIVISION'S standards for recovery planning. There shall be documented evidence of each consumer's input into all aspects of their plan, inclusive of service-related decisions. The plan shall include the consumer's goals, measureable objectives, interventions, expected outcomes and timelines. The plan shall also address crises and shall include the preferences of the consumer and detail the steps to be taken if a crisis occurs.

g. Provide each consumer with three (3) meals a day and snacks daily. Special diets will be accommodated if a diet order is written by a physician or advance practice registered nurse with prescriptive privileges (APRN- RX).

h Assist consumers in the development of basic housekeeping and laundry skills and encourage each consumer to participate in maintaining a neat and clean environment.

i. Provide a program environment which reflects aspects associated with a family home without sacrificing resident safety or care. Opportunities for regular physical exercise shall be encouraged.

j. Provide a room for consumers to gather during leisure time. There shall also be an area set aside where consumers may receive and visit with relatives or friends with a degree of privacy.

k Administer and manage medications as ordered by a physician, psychiatrist or APRN-RX and follow all policies and procedures which address staff training, storage, labeling, availability and disposal of medications.

l. Offer a minimum of fifteen (15) hours per week of psychosocial services which address the physiological, psychological, social and emotional needs of each consumer based on each consumer's assessment, preferences and ISP. Services may include restorative therapy, recreational therapy, assistance with activities of daily living, individual and group skill building and other activities which support life skills. Supportive counseling may be provided by a trained staff member under the supervision of a qualified mental health professional and based on each consumer's assessment and ISP.

m. Coordinate services and discharge plans with the consumer, each consumer's treating psychiatrist, case manager and, as appropriate, family members and other individuals and agencies within the consumer's local system of care.

n. Work closely with each consumer's case manager who shall arrange for additional services through resources in the community. These services may include, but not be limited to, vocational rehabilitation/ training; substance abuse education and treatment; legal counseling; support groups; psychosocial rehabilitation; Clubhouse Programs; housing, financial and employment assistance; and other community resources that meet the needs of each consumer.

o. Coordinate with each consumer's case manager the scheduling of medical, psychiatric, dental care and other health related services in cooperation with each consumer and appropriate individuals or agencies.

p. Coordinate with each consumer's case manager transportation and escort services for appointments for health-related, recreational and leisure activities as arranged by the case manager. Para-transit vehicles (i.e. handi-van) may be utilized only if the consumer does not pose any risk of harm or disturbance to self or other riders. The TLP service provider may provide or arrange transportation for group outings.

q. Have a non-smoking policy and maintain a comprehensive drug-free workplace.

5. Provide a safe and decent environment for consumers to live. Provide the DIVISION a plan of correction with specific timelines as required by the DIVISION for correction in areas found to be non- acceptable during the DIVISION'S housing inspections.

6. Email a daily written vacancy report to designated DIVISION staff, indicating housing availability by gender and geographic location.

7. Fax copies of completed Provider Decision Forms within the designated time frame indicated to UM, as well as PROVIDER Waitlists and Denial logs, when requested. Acknowledge that UM shall determine each consumer's waitlist status.

B. Management Requirements
(Minimum and/or mandatory requirements)

1. Personnel

The PROVIDER's personnel requirements for staff providing TLP shall include, but are not limited to, the following:

a. One (1) Qualified Mental Health Professional (QMHP) with a minimum of one (1) year experience working with adults with severe and persistent mental illness and behavioral challenges, available to the program to provide supervision, monitoring and training of direct services staff. The definition of a QMHP is provided in Section 5, Attachment D.

b. A registered nurse (RN) to provide assessment of each consumer's medical/health needs and administer medications based on the consumer's assessment and ISP, and training and consultation to

staff on matters relating to health, medical and medical administration and oversight as allowed under the section 16-89-100, Hawaii Administrative Rules. RNs shall be licensed to practice in the State of Hawaii and have a minimum of three (3) years of experience in psychiatric and mental health nursing.

c. A consulting clinical psychologist licensed to practice in the State of Hawaii and who is experienced in the provision of behavioral management.

d. A consulting occupational therapist, as required.

e. Other staff trained to work with adults with emotional and behavioral challenges under the supervision of a QMHP. A Certified Nurses Aide (CNA) or Certified Occupational Therapist Aide (COTA) is preferred.

1) All direct services staff assigned to the TLP residence shall be trained, at a minimum, in the following:

- Crisis interventions;
- Substance abuse treatment and recovery issues;
- Vocational rehabilitation;
- Life skills;
- Community resources;
- Commitment procedures
- Appropriate behavior management techniques; and
- Suicide prevention

2) Direct services staff shall have training and be familiar with all current policies and procedures including intake, admission and referral of residents. Direct services staff shall be supervised by the QMHP and receive a minimum of one (1) hour per month of supervision, or as determined by DIVISION.

f. The applicant shall have policies and procedures requiring background checks and a criminal history check on all personnel.

g. A minimum of one (1) staff member shall be present at each residence at all times for every eight (8) consumers present.

h. During sleep hours, the staff to consumer ratio shall be at least a minimum of one (1) awake staff to eight (8) residents.

i. Staffing patterns at all levels must reflect to the maximum extent feasible, the cultural, linguistic, ethnic, gender and other social characteristics of the population the program serves.

j. The provider shall have a consistently applied, documented method for measuring staff competencies which include, but are not limited to, the following:

1) Staff proficiency in providing support for individuals with a co-occurring substance use disorder.

2) Staff competency in providing warm, empathetic approaches in dealing with consumers.

3) Staff competencies related to the requirements of the job and the needs of the persons served.

k. The provider shall submit position descriptions for direct service and supervisory staff responsible for the delivery of services as indicated in Section 3.3A. Position descriptions shall include the minimum qualifications, including experience for staff assigned to the service.

l. The provider shall submit an organization-wide and program-specific organization chart as part of their response to the RFP for direct care and supervisory staff. The program-specific chart shall show the position of each staff and the line of responsibility including clinical and administrative supervision.

m. The provider shall ensure and document that all staff receive appropriate and regular clinical and administrative supervision at least once a month. Clinical supervision may utilize a combination of the following methods:

1) Individual side-by-side sessions.

2) Participation with staff in organizational staff meetings and regularly scheduled recovery planning meetings.

3) Regular meetings with individual staff to review their work with consumers and assess performance.

n. The provider shall ensure and document that its personnel receive appropriate education and training in techniques and modalities relevant to their service activity for the support and rehabilitation of individuals with mental illness, following the organization's policy and procedures.

o. Continued education and training to direct care staff at least annually to maintain and upgrade their skills. The content of the education and training will be based on a strategic training plan to upgrade the educational and professional qualifications of its outreach staff, and shall be developed in conjunction with the DIVISION.

p. At least one (1) training session each contract period shall address the areas of substance abuse and dual diagnosis.

q. The provider shall ensure that all of its personnel attend trainings sponsored or required by the DIVISION, as appropriate to the service(s) they are providing. Training shall include compliance with DIVISION requirements for fraud and abuse prevention.

2. Administrative

a. Services shall be authorized by the DIVISION's utilization management process, in accordance with the DIVISION's processes as outlined in current DIVISION policies and procedures and directives from the DIVISION Chief. It is the responsibility of each provider to understand and follow these policies, procedures, and directives in order that reimbursement can be approved by the DIVISION. Authorization of services is not a guarantee of payment.

b. The provider shall accept all referrals deemed appropriate by the DIVISION's utilization management process. If the provider is unable to meet the needs of the referral, the provider shall indicate on the Provider Decision Form, the reason for the denial and recommend as alternative appropriate option.

c. There will be a single point of accountability for each consumer entering the system that will be responsible for the continuity of communication, care, and follow up regardless of service, setting, or provider. In most cases, the single point of accountability will be the DIVISION designated case manager.

d. All consumers shall be registered for services and have a record open within the DIVISION'S information system. When requested by the DIVISION, the provider shall obtain and provide the information necessary to register, open, confirm DIVISION eligibility status, and monitor services received.

e. The provider shall cooperate with the coordination and the transition of services for newly enrolled consumers with the consumer's current DIVISION provider, Medicaid fee-for-service

provider, and/or a QUEST Expanded Access health plan, since many of the eligible consumers already have an established behavioral health care provider.

Individuals who are receiving services from the Child and Adolescent Mental Health Division ("CAMHD"), and will no longer be eligible for services (age 21) with CAMHD, will also need to be transitioned to the DIVISION, if determined to meet DIVISION eligibility criteria, or back to their QUEST health plan or Medicaid fee-for-service if they are determined to no longer meet DIVISION criteria for continued enrollment.

If the consumer is to be enrolled in the DIVISION from a QUEST Expanded Access health plan, CAMHD, or Fee-for-Service Program, the disenrolling program and the provider shall equally assist the consumer in the transition process.

f. All providers shall submit a rate schedule which outlines charges made to consumers for service(s) rendered.

g. DIVISION consumers shall not be charged finance charges, co-payments for services, or no-show fees. Consumers shall be informed that they cannot be terminated by the provider for non-payment of co-payments, finance charges, no-show fees, and non-covered services or for receipt of services from unauthorized provider employees or providers. Housing providers shall establish a clear and consistently applied schedule of fees required from consumers, which outline the cost of rent, security deposit and any other fees for incidental needs such as toiletries and personal use items which the consumer will be responsible for. This fee schedule shall clearly outline the process for refunding of the consumer's security deposit when the consumer moves out of the home.

h. The provider shall negotiate and develop written agreements, as deemed appropriate, which shall be approved by the DIVISION, with the following parties, which may include, but not be limited to, hospital facilities, CENTERS and other DIVISION purchase of service providers.

i. The provider shall collaborate with the DIVISION to facilitate outcome evaluation. This collaboration shall involve cooperation in the administration of a consumer satisfaction survey.

3. **Quality assurance and evaluation specifications**

a. The purpose of quality management is to monitor, evaluate, and improve the results of the provider's services in an ongoing manner. Quality care includes, but is not limited to:

1) Provision of services in a timely manner with reasonable waiting times;

2) Provision of services in a manner which is sensitive to the cultural differences of consumers;

3) Provision of services in a manner which is accessible for consumers;

4) Opportunities for consumers to participate in decisions regarding their care;

5) An emphasis on recovery;

6) Appropriate use of services in the provision of care;

7) Appropriate use of best practices and evidence-based practices;

8) Appropriate documentation, in accordance with defined standards;

9) Monitoring and improving clinical outcomes and enhancing quality of life;

10) Consumer satisfaction;

11) User friendly grievance procedures which resolve issues in a timely manner; and

12) Upholding consumer rights.

b. The provider's quality management program shall include at a minimum the content indicated in Section 3.2C.

c. The provider shall participate in the DIVISION's continuing quality management program and activities as directed by the DIVISION. The provider shall ensure that a staff member be available to participate in system-wide quality management meetings as scheduled by the DIVISION.

d. The Quality Management reporting requirements provide:

1) Information on the activities and actions of the provider's Quality Management and related programs; and

2) Performance measures.

The objectives of the performance measures are:

1) To standardize how the provider specifies, calculates and reports information; and

2) To trend a provider's performance over time and to identify areas with opportunities for improvement.

e. Required Quality Management Activities Reports

The provider shall provide the following reports and information:

1) Annual consumer satisfaction survey report;

2) Written notification of any Quality Management Program (if written Program required) modifications;

3) Senior personnel changes, including professional staff/consultants, within thirty (30) calendar days of change;

4) Annual Quality Management Program evaluation if written Quality Management Program required;

5) Written request for approval of any delegation of quality management activities to subcontractors and providers;

6) Written notification of lawsuits, license suspensions, and revocation to provide Medicaid or Medicare services, or other actions brought against the provider, employees, subcontractors or providers as soon as possible, but no later than five (5) working days after the applicant is made aware of the event;

7) Notice to Utilization Management of consumer discharge via Authorization Request form. The housing provider shall also notify the appropriate parties identified in the treatment plan in the event of an elopement or removal of the home via telephone call within twenty-four (24) hours;

8) Written notification of suspected fraud within thirty (30) calendar days of discovery, and of consumer abuse and neglect immediately upon discovery; and

9) Report of the Quality Management activities conducted quarterly. At a minimum, these reports shall include the following:

a) Number of cases selected for quality of care reviews and medical record documentation. Minimum data for each case selected for review shall include (1) sample of records reviewed; (2) findings; (3) actions taken, if applicable; and (4) progress toward meeting performance goals established by agency Quality Management Committee.

b) Aggregated report of any suspected consumer, employee, subcontractor, or provider fraud and the status of any investigations.

c) Participation with monitoring activities designated by the DIVISION.

d) Direct care staff and provider to consumer ratios.

e) Direct care staff and provider turnover rates.

f) A report on consumer grievances and appeals. Minimum data for each case shall include: (1) date of grievance or appeal; (2) date of service; (3) type of service; (4) consumer name, age, diagnosis; and (5) date of resolution.

g) Sentinel events.

4. **Output and performance/outcome measurements**.

The provider shall be required to meet ongoing informational needs of the DIVISION over the course of the contract period through the production of informational responses in both paper and computer format.

The specific content of these requests cannot be readily specified in advance as the DIVISION is required to provide a variety of ad hoc reports to funding sources including the legislature and other branches of State government, as well as to national tracking and research groups, the Federal government, advocacy organizations, accreditation bodies,

professional groups, stakeholder groups, and others. Requests for information to the provider can occur in the following areas, including consumer demographics, consumer needs, clinical and service information including encounter data, staffing and capacity patterns, risk management areas, consumer outcomes, regulatory compliance, organizational processes, resource utilization, and billing and insurance areas, as applicable. The DIVISION will work with the provider over the contract period to streamline requests for information when those requests are regular and ongoing.

5. **Experience**

The organization providing these services shall need to demonstrate the expertise and experience in TLP services to DIVISION consumers. Applicants with verifiable expertise and experience in serving this target population will be given preference in the evaluation process. Applicants are strongly encouraged to identify all previous experience providing similar services and/or the target population. Details of the applicant's performance in providing these services, past contracts, performance outcomes, and references should be included in their proposal.

6. **Coordination of Services**

Applicants are required to demonstrate the coordination of services with other involved agencies or partners including each consumer's case managers/DIVISION personnel and contracted service providers, primary care physicians, justice personnel and agencies, MedQuest, community service providers and organizations. Refer to the Service Activities, Section 2.3A for coordination of care and activities.

7. **Reporting requirements for program and fiscal data**

a. Reports shall be submitted in the format and by the due dates prescribed by the DIVISION.

b. The required content and format of all reports shall be subject to ongoing review and modification by the DIVISION as needed.

c. At the discretion of the DIVISION, providers may be required to submit reports in an approved electronic format, replacing some written reports.

C. Facilities

The provider shall provide a description of its facilities and demonstrate its adequacy in relation to the proposed services. If facilities are not presently

available, the applicant shall describe plans to secure facilities and the general prospective geographical locations which they will be exploring. The applicant shall also describe how the facilities meet Americans with Disabilities Act ("ADA") requirements, as applicable; comply with HIPAA requirements for maintaining the privacy and confidentiality of protected health information ("PHI"); and describe any provisions for special equipment that may be required for the service.

All facility changes where direct services are provided, require a minimum advance 60 day notification to the DIVISION for approval. Site changes without DIVISION approval may result in non-payment for services not authorized in the appropriate time frame.

The provider shall comply with the DIVISION's Housing Quality Standards, provided in Section 5, Attachment "E."

2.5 COMPENSATION AND METHOD OF PAYMENT

A. Pricing structure or pricing methodology to be used.

Fixed rate. The pricing structure is based on a fixed unit of service rate. If a state purchasing agency is utilizing a fixed rate pricing structure for the RFP, the applicant is requested to furnish a reasonable estimate of the maximum number of service units it can provide for which there is sufficient operating capacity (adequate, planned and budgeted space, equipment, staff, etc.)

B. Units of service and unit rate:

Billing Code	Services	Rates
H0018	Therapeutic Living Program	$175.00 per bed day, per consumer

C. **Method of compensation and payment.**

Providers shall be compensated in accordance with the Rates described above, upon monthly submission of claims identifying the service performed for DIVISION consumers.

Section 3

Proposal Application Instructions

Section 3
Proposal Application Instructions

General instructions for completing applications:

- *Proposal Applications shall be submitted to the state purchasing agency using the prescribed format outlined in this section. The proposal shall be organized and presented in the sections and subsections designated in the RFP and with prescribed content for each section.*
- *The numerical outline for the application, the titles/subtitles, applicant organization and RFP identification information on the top right hand corner of each page should be retained. The instructions for each section however may be omitted.*
- *Page numbering of the Proposal Application should be consecutive, beginning with page one (1) and continuing through for each section. See sample of table of contents in Section 5.*
- *Proposals may be submitted in a three ring binder (Optional).*
- ***Tabbing of sections is Required. Each tab should be placed on a separate sheet of paper and shall not be counted as a page. Please remember to identify the tab, i.e., Attachment A, Budget Sheets.***
- ***Proposals that are required to be bound, need to be bound. If the required proposal application is not bound, and pages happen to be missing, the RFP Review Committee will not responsible for the missing pages. Please remember that the use of rubber band(s) does not constitute binding.***
- ***Proposals should be single-spaced, portrait view, with 1" margins on all sides, utilizing a 12 point font size. The RFP Review Committee will not be responsible if sections of information is missed due to the use of a smaller font size.***
- *Applicants must also include a Table of Contents with the Proposal Application. A sample format is reflected in Section5, Attachment B of this RFP.*
- *A written response is required for* ***each*** *item unless indicated otherwise. Failure to answer any of the items will impact upon an applicant's score.*
- *Each section shall be scored in its entirety. Information submitted in another section, shall not be considered.*
- *Other supporting documents may be submitted in an appendix, including visual aids to further explain specific points in the proposal; if used, the information is required to be referenced in the appropriate section.*
- *The Proposal Application shall not exceed 50 pages of main text, not including appendices, attachments, identification form (and/or title page), required forms, and table of contents. Appendices, attachments, identification form (and/or title page), required forms, and table of contents shall not exceed 150 pages. Document pages in excess of the stated page limitation shall not be considered (i.e., page 51, 52, … and 151, 152, …).*
- *The applicant's single audit report, financial audit, or compiled financial statements are not included in the above page limitations.*
- *This form(SPO-H-200A) is available on the SPO website (see Section 1, paragraph II, Website Reference). However, the form will not include items specific to each RFP. If using the website form, the applicant must include all items listed in this section.*
- *One (1) original and two (2) copies (one unbound) of each proposal are required.*

- *Applicants are **strongly** encouraged to review evaluation criteria in Section 4, Proposal Evaluation when completing the proposal.*

The Proposal Application comprises the following sections:

- *Proposal Application Identification Form*
- *Table of Contents*
- *Program Overview*
- *Experience and Capability*
- *Project Organization and Staffing*
- *Service Delivery*
- *Financial*
- *Other*

3.1 Program Overview

Applicant shall give a brief overview to orient evaluators as to the program/services being offered. No points are assigned to the Program Overview.

3.2 Experience and Capability

Ensure that each section is answered completely and thoroughly. Each section shall be scored individually and separately from another section. Applicants are responsible to place the appropriate information in each section to be scored.

A. Necessary Skills

The applicant shall demonstrate that it has the necessary skills, abilities, and knowledge relating to the delivery of the proposed services.

1. Demonstrated skills, abilities, and knowledge relating to the delivery of the proposed services.

2. Demonstrated the ability to respond to consumer complaints, appeals and grievances including those brought to the attention of the DIVISION.

3. Thoroughly describes the agency's vision, mission and goals showing commitment to serving and supporting adults with severe and persistent mental illness in a manner consistent with DIVISION core values and guiding principles.

B. Experience

The applicant shall provide a description of projects/contracts pertinent to the proposed services.

1. Possess the skills, abilities, knowledge of, and experience relating to the delivery of the proposed services including, but not limited to, previous and current contract performance with the DIVISION and other agencies.

2. The applicant shall provide a description of projects/contracts, including references, pertinent to the proposed services within the most recent five (5) years. The applicant shall include points of contact, addresses, e-mail addresses, and phone numbers. The DEPARTMENT reserves the right to contact references to verify experience. References shall not include employees of the DIVISION.

    a. Detailed list of experience as an agency providing TLP services.

    b. Detailed list of experience as an agency proving services to adults with severe and persistent mental illness.

    c. If an applicant has prior experience providing TLP services for the DIVISION, describe in detail any problems, concerns or difficulties encountered by the agency or by the DIVISION, which was brought to the agency's attention, and how it was resolved.

    d. List of contracts with the Department of Health.

    e. List of other current or prior contracts with the public sector in providing services in general for adults with severe and persistent mental illness. Discuss any problems or difficulties encountered in current or prior contracts. Applicant shall provide a point of contact and telephone number for each contract listed. The DEPARTMENT reserves the right to contact any of the listed points of contact to inquire about the applicant's past service performance and personnel.

    f. Success applicant has had in recruiting and retaining quality staff.

C. Quality Assurance and Evaluation

The applicant shall describe its own plans for quality assurance and evaluation for the proposed services, including methodology.

The applicant shall sufficiently describe its quality improvement program which shall be evaluated on the following:

1. Provision of a utilization management system.

2. Provision of a quality management program.

3. A policy and procedure for consumer complaints, grievances and appeals, documentation of actions taken, and demonstration of system improvement.

The agencies quality assurance shall include, but not be limited to, the following elements, and the information shall be submitted in the appropriate three sections listed above.

1. A written Quality Management Program description and outlined structure which includes the Quality Committee reporting structure, including governing board involvement, voting composition, and a written process for goal and priority setting following standardized methodology and data collection, which is updated and signed annually.

2. The Quality Management Program shall address consumer complaints, grievances, appeals, sentinel events and consumer satisfaction.

3. The Quality Management Program shall have a system or policy that outlines how items are collected, tracked, reviewed, and analyzed and reported to the DIVISION as appropriate.

4. The Quality Management Program Work Plan is established annually and selects goals and activities that are based on the annual program evaluation and are relevant to the DIVISION consumer and problem area under review, with designated timelines for the project and indicates department/persons responsible for carrying out the project(s) on the Work Plan.

5. Provision for the periodic measurement, reporting, and analysis of well-defined output, outcome measures and performance indicators of the delivery system, and an indication of how the applicant will use the results of these measurements for improvement of its delivery system.

6. A process of regular and systematic treatment record review, using established review criteria. A report summarizing findings is required. Additionally, the applicant shall develop a written plan of corrective action as indicated.

7. Provision of satisfaction surveys of consumers.

8. Assurance that a staff member be available to represent utilization and quality management issues at meetings scheduled by the DIVISION.

9. Provision of a utilization management system including, but not limited to the following: a) system and method of reviewing utilization; b) method of tracking authorization approvals; c) method of reviewing invoices against authorizations; d) consumer appeals process; e) annual evaluation of the applicant's utilization management plan; g) an internal Utilization Plan; and h) identification of the person in the organization who is primarily responsible for the implementation of the utilization management plan.

10. A policy and procedure for consumer complaints, grievances and appeals which includes documentation of actions taken, and demonstration of system improvement.

11. Assurance that the applicant has established and will maintain and regularly update the following Quality Management policies and procedures:

    a. Consumer complaints, grievances and appeals;

    b. Consumer safety;

    c. Consumer satisfaction;

    d. Disaster preparedness;

    e. Emergency evacuation;

    f. Evidence-Based practice guidelines;

    g. LOCUS/Level of care placement;

    h. Compliance;

    i. Consumer rights and orientation;

    j. Confidentiality/HIPAA;

    k. Treatment records;

    l. Individualized service plans;

    m. Transition of consumers to other programs;

    n. Treatment team;

    o. Use of restraints;

p. Restricting consumer rights; and

q. Credentialing staff.

12. A training plan and staff handbook/personnel manual for staff that are responsible for delivery of services. Training shall include, but not be limited to: Substance Abuse, Forensics, Sentinel Events, Risk Management, Compliance, HIPAA Compliance, Consumer Rights, Treatment Planning, Housing Quality Standards, Health and Safety, and Access and Treatment for Non-English Speaking Consumers.

13. A consumer handbook/brochure(s) that outline services available to the consumer, hours of operations, contact information (phone numbers, and instructions on emergency services), is written at a sixth (6th) grade reading level, provides an overview and the applicant's approach to care, and clearly outlines any major program rules that could lead to discharge from services offered by the organization.

14. A description of the steps that the applicant will take to comply with all of the DIVISION'S reporting requirements as specified in Section 2.4B. 2, 4, and 7. The applicant shall also indicate how it will use the information in the report to improve its services.

15. Where there is an intention to subcontract, the applicant shall demonstrate that services provided by the subcontractor are consistent with all applicable requirements specified in Section 2 including, but not limited to, compliance with reporting requirements. The applicant shall describe the monitoring it will perform to ensure subcontractors are compliant with the DIVISION requirements.

16. For applicants whose annual contract or estimated reimbursements will be less than $100,000.00 or whose staff number five (5) or less, a modified Quality Management and Utilization Management Plan are acceptable with prior approval from the DIVISION. A modified quality and utilization management system shall include the following:

    a. A method for tracking authorizations.

    b. A method for assuring that consumers are informed of their rights, including the right to file a complaint, grievance, or appeal a service delivery decision.

    c. A method of documenting goals and service activity as they relate to the MRP developed by the DIVISION designated case manager and consumer.

d. Consumer involvement in service planning.

e. Statement that the applicant will participate in the use of outcome instruments at the discretion of the DIVISION.

f. Identification of a fiscal and program contact person.

17. For services described in this RFP, a statement that the applicant shall participate with the DIVISION'S quality and utilization management process including, but not limited to, case reviews, specific data gathering and reporting, peer review, concurrent review, site visitation, special studies, monitoring, credentialing, and training.

D. Coordination of Services

The applicant shall demonstrate the capability to coordinate services with other agencies and resources in the community. Demonstration or plan of the applicant's coordination efforts shall include, but not be limited to, the following:

1. A history of the applicant's cooperative efforts with other providers of mental health and primary health care services.

2. Memorandum of agreements with other agencies.

3. Applicant's current efforts to coordinate with the DIVISION, CENTERS, HOSPITAL, and other providers, and where there is no current coordination, the applicant's plans to do so.

E. Facilities

The applicant shall provide a description of its facilities and demonstrate its adequacy in relation to the proposed services. If facilities are not presently available, describe plans to secure facilities. Also describe how the facilities meet ADA requirements, as applicable and special equipment that may be required for the services.

F. Management Information System (MIS) Requirements

The applicant shall submit a description of its current management information system (MIS) and plans for the future. The description shall include, but not be limited to, the following:

1. A statement about whether the applicant is a covered entity as defined by HIPAA. A statement that the applicant will comply with all HIPAA privacy, security and transactional code set requirements.

2. An explanation of how the applicant currently manages information in order to submit required information and data in the format prescribed by the DIVISION. Required data elements captured in the provider system and reported to the DIVISION may include, but are not limited to: consumer's last name, first name, middle name, any aliases, social security number, DIVISION-generated unique ID number; DIVISION-generated authorization number(s), Medicaid Identification Number, Medicare Identification Number, other third party numbers, address, telephone number, admission date, discharge date, service data using DIVISION approved procedure codes, date of birth, gender, and primary language spoken.

3. The DIVISION may add data reporting requirements or specify required formats for downloading data or submitting claims in the future. Applicants are encouraged to describe their flexibility in meeting changing data requirements.

4. For any Fixed Unit of Service Rate contracts, a statement that the applicant shall submit claims electronically in the 837 format.

5. In regards to flexibility, a statement that describes flexibility in adding data elements or reporting requirements is addressed in their information system.

3.3 Project Organization and Staffing

Ensure that each section is answered completely and thoroughly. Each section shall be scored individually and separately from another section. Applicants are responsible to place the appropriate information in each section to be scored.

A. Staffing

1. Proposed Staffing

The applicant shall describe and demonstrate that (a) the proposed staffing pattern, consumer/staff ratio, coverage, and proposed caseload capacity are reasonable and appropriate to insure viability of the services and complies with applicable DIVISION requirements, and (b) that the applicant's assignment of staff would be sufficient to effectively administer, manage, supervise, and provide the required services. The applicant shall give the number and title of the positions needed to provide the specific service activities. Positions descriptions shall also be submitted. (Refer to the personnel requirements in the Service Specifications, as applicable.)

The applicant shall fully explain, justify, and demonstrate any proposed use of a subcontractor to be as effective as in-house staff for the provision of the required services; demonstrate that a proposed subcontractor is fully qualified for the specific work that would be subcontracted, by including a description of the proposed subcontractor's experience, capability, project organization, staffing, and proposed services as set forth for applicants in these RFP's; and explain how it would assure quality and effectiveness of the subcontractor, monitor and evaluate the subcontractor, and assure compliance with all the requirements of the RFP.

The applicant shall fully explain, justify, and demonstrate any proposed use of a volunteer to be as effective as in-house staff for the provision of the required services; demonstrate that proposed volunteers are or would be fully qualified for the specific work assigned, could be relied on, and would be available when and where needed to provide the required services; explain how it would provide sufficient management, supervision, oversight, and evaluation of volunteers, and otherwise assure their work quality and effectiveness; and explain how it will assure that volunteers perform in compliance with the requirements of the RFP.

2. Staff Qualifications

The applicant shall describe in this section of its proposal how it will ensure its compliance with the minimum personnel qualifications, which include, but are not limited to, licensure, educational degrees, and experience for staff assigned to the program, and comply with applicable DIVISION requirements. The applicant shall provide the minimum qualifications for staff assigned to the program; include position descriptions; and explain how the minimum qualifications and/or actual qualifications would assure delivery of quality of services. (Refer to the qualifications in the Service Specifications, as applicable.)

B. Project Organization

1. Supervision and Training

The applicant shall describe and demonstrate its ability to adequately supervise, train and provide administrative direction to staff relative to the delivery of the proposed services and comply with applicable DIVISION requirements. The description shall include frequency and method of conducting supervision and documentation of same.

The applicant shall explain how the program organization and assignment of personnel are sufficient for the effective administration, management, supervision, and provision of services under the program to meet the projected caseload. The applicant shall describe the training that would be

provided for program staff to strengthen their capability to effectively provide the program services.

2. Organization Chart

The applicant shall reflect the position of each staff and line of responsibility/supervision. (Include position title, name and full time equivalency). Both the "Organization-wide" and "Program" organization charts shall be attached to the Proposal Application. The applicant shall describe their approach and rationale for the structure, functions, and staffing of the proposed organization for the overall service activity and tasks. The organization-wide and program-specific organization charts shall accurately reflect the proposed structure.

The applicant shall provide an "Organization-wide" chart that shows the program placement of the required services within the overall agency, and a "Program" organization chart that shows lines of communication between program administration and staff. Written explanations of both charts shall be included as needed for clarification.

The applicant shall demonstrate that the applicant's proposed organization would be sufficient to effectively administer, manage and provide the required services.

3. Evidence of Licensure/Accreditation

Applicable submission of evidence that the applicant is licensed if licensure is required; and for all applicants, current and valid accreditation of the service(s) the applicant is applying for if it is an accreditable service. The applicant shall submit documentation of appropriate licensure and/or accreditation.

3.4 Service Delivery

Ensure that each section is answered completely and thoroughly. Each section shall be scored individually and separately from another section. Applicants are responsible to place the appropriate information in each section to be scored.

A. Scope of Work

The applicant shall include a detailed discussion of the applicant's approach to applicable service activities and management requirements from Section 2, Item 2.4 Scope of Work, including (if indicated) a work plan of all service activities and tasks to be completed, related work assignments/responsibilities and timelines/schedules.

A detailed description of the service which the applicant is proposing to provide including:

1. A clear description of the applicant's demonstrated capability of a service delivery system to meet the goals and objectives of the RFP including, but not limited to, appropriateness to consumer populations, communities and regions.

2. A clear description of the services for consumers from point of entry to discharge, including interventions to be utilized. The description must be consistent with the scope of work found in Section 2.4A. and with the personnel requirements in Section 2.4 B.1. The description shall also describe the interventions to be used including behavioral supports. Services proposed to be subcontracted out must be included in this description.

3. A clear description of the target population to be served.

4. A reasonable estimate of the number of consumers it could serve and, where applicable, an indication of its total capacity (e.g. total beds available), and the number of units it will provide.

5. A description of the methods the applicant will use to determine when treatment goals are accomplished and when to terminate services or to transfer the consumer to a lower level of care.

6. A description of the accessibility of services for the target population, and a description of impediments to services and efforts to overcome barriers.

7. The applicant shall provide a thorough description of how they shall not refuse a referral, and that it shall not have an exclusionary policy that is inconsistent with the DIVISION'S guidelines.

8. The applicant shall include a statement acknowledging that that they will not refuse a referral submitted to them by the DIVISION.

9. An indication of the "best practices and/or evidence-based practices" the applicant incorporates and a citation of the literature to support its "best practices and/or evidence-based practices". The applicant shall provide a detailed description of the system it uses to implement and maintain its "best practice and/or evidence-based practices" program integrity.

10. A statement to assure that the applicant shall conform to the DIVISION's standardized assessment package.

11. The applicant shall thoroughly describe the involvement of the consumer in the decisions regarding the services the consumer receives.

12. Where applicable, demonstration that the applicant is capable of providing twenty-four (24) hour coverage for services.

13. For services with twenty-four (24) hour, seven (7) days a week coverage, description of how the applicant's on-call system works, i.e., methodology relative to applicant's answering service. Specifically, describe how consumer's access applicant's service and staff availability.

14. Where the service is housing, residential, or day treatment/intensive outpatient hospital service, a weekly schedule that can be individualized to consumers and consistent with the renovations if the scope of service

15. The applicant shall describe how it will be ready, able, and willing to provide services throughout the time of the contract period.

16. The applicant shall state that it has read and understands the Request for Proposal and shall describe how it will comply with DIVISION requirements.

B. General Requirements

The applicant shall state/describe how it will comply with the general requirements specified in Section 2.3, and document the information in the appropriate section of the RFP.

C. Administrative Requirements

The applicant shall describe how it will comply with the administrative requirements specified in Section 2.4 B.2., and document the information in the appropriate section of the RFP.

3.5 Financial

Ensure that each section is answered completely and thoroughly. Each section shall be scored individually and separately from another section. Applicants are responsible to place the appropriate information in each section to be scored.

A. Pricing Structure

The applicant shall submit a cost proposal utilizing the pricing structure designated by the state purchasing agency. The cost proposal shall be attached to the Proposal Application.

The DIVISION will use a fixed price structure for the TLP services described in the RFP. The applicant is requested to furnish a reasonable estimate of the maximum number of service units it can provide for which there is sufficient operating capacity (adequate, planned and budgeted space, equipment and staff). All budget forms, instructions and samples are located on the SPO Website (see Section 1, paragraph II Websites referred to in this RFP.) The following budget forms shall be submitted with the Proposal Application:

- SPO-H-205 – Budget
- SPO-H-205A – Organization-Wide Budget by Source of Funds (special instructions are located in Section 5)
- SPO-H-206A – Budget Justification – Personnel: Salaries & Wages
- SPO-H-206B – Budget Justification – Personnel: Payroll Taxes, Assessments & Fringe Benefits
- SPO-H-206C – Budget Justification – Travel-Inter-Island
- SPO-H-206E – Budget Justification – Contractual Services - Administrative
- SPO-H-206F – Budget Justification – Contractual Services - Subcontracts
- SPO-H-206H – Budget Justification – Program Activities
- SPO-H-206I – Budget Justification – Equipment Purchases

B. Other Financial Related Materials

1. Proposal Budget Costs

   a. The applicant shall submit budget sheets that document personnel costs that are reasonable and comparable to other organizations in the community.

   b. The applicant shall submit budget sheets for non-personnel costs and ensure that the costs are reasonable and adequately justified.

   c. The proposal budget shall support the scope of service and requirements of the Request for Proposal.

2. Accounting System

   In order to determine the adequacy of the applicant's accounting system as described under the administrative rules, the following documents are requested as part of the Proposal Application (may be attached):

   a. The applicant shall submit a cost allocation plan, clearly providing a fiscally sound explanation of how costs are allocated across different funding sources, not related to the DIVISION. This is one measure that indicates the agency's commitment to serving and supporting adults with severe and persistent mental illness in a

manner consistent with DIVISION core values and guiding principles.

b. The applicant shall submit copies of their single audit report, financial audit, or compiled financial statements for fiscal years ("FY") 2011 and 2012. The FY 2011 and FY 2012 reports or financial statements shall indicate minimal or no material deficiencies and an adequacy of their accounting system.

If an applicant has not had their FY 2012 single audit report, financial audit or compiled financial statement completed, they shall submit a statement indicating when the FY 2012 audit report or FY 2012 compiled financial statement shall be completed, when the applicant shall send a copy of the 2012 audit to the DIVISION, and may submit their completed audits or compiled financial statements for FY 2010 and FY 2011.

c. The applicant has the cash-flow to sustain their entire organization financially for a minimum of three (3) months without receiving any payments for this service being procured.

3. The applicant shall describe all eligible sources of revenue from third parties and plans to pursue additional sources of revenue and how the applicant will prevent billing more than one (1) payer and submit overpayments to the DIVISION. The applicant may not bill other payers for services already paid for by the DIVISION or bill the DIVISION for services eligible for payment by another payer.

4. The applicant shall describe its billing/claims process and how it ensures accurate and timely submission of billing/claims based on written documentation which supports the bill/claim, and how it processes adjustments, reconciles payment, and posts payment.

3.6 Other

A. Litigation

The applicant shall disclose and explain any pending litigation to which they are a party, including the disclosure of any outstanding judgment.

Section 4

Proposal Evaluation

Section 4
Proposal Evaluation

4.1 Introduction

The evaluation of proposals received in response to the RFP will be conducted comprehensively, fairly and impartially. Structural, quantitative scoring techniques will be utilized to maximize the objectivity of the evaluation.

4.2 Evaluation Process

The procurement officer or an evaluation committee of designated reviewers selected by the head of the state purchasing agency or procurement officer shall review and evaluate proposals. When an evaluation committee is utilized, the committee will be comprised of individuals with experience in, knowledge of, and program responsibility for program service and financing.

The evaluation will be conducted in three phases as follows:

- Phase 1 - Evaluation of Proposal Requirements
- Phase 2 - Evaluation of Proposal Application
- Phase 3 - Recommendation for Award

Evaluation Categories and Thresholds

Evaluation Categories		Possible Points
Administrative Requirements		
Proposal Application		**100 Points**
Program Overview	0 points	
Experience and Capability	25 points	
Project Organization and Staffing	10 points	
Service Delivery	50 points	
Financial	15 Points	
TOTAL POSSIBLE POINTS		**100 Points**

4.3 Evaluation Criteria

A. Phase 1 - Evaluation of Proposal Requirements

1. Administrative Requirements

2. Proposal Application Requirements

- Proposal Application Identification Form (Form SPO-H-200)
- Table of Contents
- Program Overview
- Experience and Capability
- Project Organization and Staffing
- Service Delivery
- Financial (All required forms and documents)
- Program Specific Requirements (as applicable)

B. Phase 2 - Evaluation of Proposal Application (100 Points)

Ensure that each section is answered completely and thoroughly. Each section shall be scored individually and separately from another section. Applicants are responsible to place the appropriate information in each section to be scored.

The RFP Review Committee shall use the scale in the table below to rate each section from the RFP from Not Addressed to Excellent. The percentage for the rate level will be multiplied by the maximum number of points for that item. For example, if an item is worth 6 points and the reviewer rated it as Satisfactory response, the score for that item would equal 60% (.06) x 6 = 3.6

0	***20% (.20)***	***40% (.40)***	***60% (.60)***	***80% (.80)***	***100% (1.00)***
Not Addressed	Unsatisfactory	Somewhat satisfactory	Satisfactory	Very Satisfactory	Excellent

Rating scale definitions:

Not Addressed: The required information was not present in the Applicant's proposal.

Unsatisfactory: A major item was not addressed, was addressed incorrectly, or was addressed in the wrong category or section.

Somewhat satisfactory: Applicant appears to have just re-stated the requirements outlined in the RFP. The applicant's submission fails to indicate a clear understanding of the scope of services, lacks original effort in formulating responses; much of the proposal simply repeats back what the RFP stated as requirements; responses indicate a limited understanding of at least some of the scope of services or other requirements of the RFP.

Satisfactory: All major items were addressed. Applicant's submission reflects an understanding of the scope of service and other requirements of the RFP.

Very satisfactory: All items were addressed completely and thoroughly. Proposal includes concise, detailed descriptions of how the provider intends to deliver services. Concepts are stated clearly and evidence of creative or original thinking is present; applicant includes evidence of having researched the services and indicates a solid understanding of the scope of services or other requirements of the RFP.

Excellent: The majority of items were addressed in an exceptionally clear, concise, or original manner; applicant not only indicates a full understanding of the scope of services and other RFP requirements but also the implications of the service for the broader community and the necessity of coordinating services closely with other providers. Applicant's proposal includes value added services or service components which go beyond the minimum requirements outlined in the RFP.

For some sections, which shall be identified, the evaluation criteria to be used shall be on a met, partially met, or unmet criteria.

Met:	The applicant meets the requirements of the section (100%)
Partially met:	The applicant meets only a portion of the requirements of the section (50%)
Unmet:	The applicant does not address or meet the requirements of the section (0%)

Program Overview: No points are assigned to Program Overview. The intent is to give the applicant an opportunity orient evaluators as to the service(s) being offered.

1. Experience and Capability Total 25 Points

Up to 10 points may be deducted from agencies who in the past demonstrated unsatisfactory performance. Indicators for unsatisfactory performance may include, but are not limited to:

a. Provider monitoring scores of less than 80% on the overall score.

b. Provider monitoring scores of less than 80% on the General Review Tool.

c. Non-Compliance with DIVISION's Quality Management and Business Compliance initiatives.

The State will evaluate the applicant's experience and capability relevant to the proposal contract, which shall include:

a. Necessary Skills (5 points)

1) Demonstrated skills, abilities, and knowledge relating to the delivery of the proposed services.

2) Demonstrated the ability to respond to consumer complaints, appeals and grievances including those brought to the attention of the DIVISION.

3) Thoroughly describes the agency's vision, mission and goals showing commitment to serving and supporting adults with severe and persistent mental illness in a manner consistent with DIVISION core values and guiding principles.

b. Experience (5 points)

Possess the skills, abilities, knowledge of, and experience relating to the delivery of the proposed services including, but not limited, to previous and current contract performance with the DIVISION and other agencies.

c. Quality Assurance and Evaluation (4 points)

Sufficiency of quality assurance and evaluation plans for the proposed services, including methodology.

1) The applicant has sufficiently described its quality improvement program which shall include the following:

a) Provision of a utilization management system.

b) Provision of a quality management program.

c) A policy and procedure for consumer complaints, grievances and appeals, documentation of actions taken, and demonstration of system improvement.

2) A training plan and staff handbook/personnel manual for staff that is responsible for the delivery of services. The plan includes the required trainings listed in Section 3.2 C.12.

d. Coordination of Services (2 points)

Demonstrated capability to coordinate services with other agencies and resources in the community through written documentation.

e. Facilities (5 points)

Adequacy of facilities relative to the proposed services.

f. Management Information Systems (MIS) (4 points)

For this section, points shall be assigned on a met, partially met, or unmet criteria.

Met:	The applicant meets the requirements of the section (100%)
Partially met:	The applicant meets only a portion of the requirements of the section (50%)
Unmet:	The applicant does not address or meet the requirements of the section (0)

Demonstrate that their management information system (MIS) shall include, but not be limited to, the following:

1) Relative to HIPAA requirements:

The applicant states they will comply with all HIPAA privacy, security, and transactional code set requirements.

2) Relative to current MIS:

a) Applicant is able to collect all required information.

b) Applicant is currently able to collect some required information with a plan to upgrade their MIS to collect all information by the time the contract begins.

c) If applicant is not currently able to collect all required information and unable to do so in the future or no description of implementation plan to collect information, no points shall be applied to applicants that provide this response.

3) In regards to flexibility, a statement that describes flexibility in adding data elements or reporting requirements is addressed in their information system.

2. **Project Organization and Staffing Total 10 Points**

The State will evaluate the applicant's overall staffing approach to the service that shall include:

a. Staffing (5 points)

1) Proposed Staffing: That the proposed staffing pattern, client/staff ratio, coverage, and proposed caseload capacity is reasonable to insure viability of the services and complies with applicable DIVISION requirements.

2) Staff Qualifications: Minimum qualifications (including experience) for staff assigned to the program, comply with applicable DIVISION requirements.

b. Project Organization (5 points)

1) Supervision and Training: Demonstrated ability to supervise, train and provide administrative direction to staff relative to the delivery of the proposed services and comply with applicable DIVISION requirements.

2) Organization charts: Approach and rationale for the structure, functions, and staffing of the proposed organization for the overall service activity and tasks.

The organization-wide and program-specific organization charts accurately reflect the proposed structure.

3) Applicable submission of evidence that the applicant is licensed if licensure is required; and for all applicants, current and valid accreditation of the service(s) the applicant is applying for if it is an accreditable service. (N/A)

3. Service Delivery Total 50 Points

Evaluation criteria for this section will assess the applicant's approach to the service activities and management requirements outlined in the Proposal Application.

Evaluation criteria will include the following:

a. A detailed description of the service that the applicant is proposing to provide including:

1) Demonstrated capability of service delivery system to meet the goals and objectives of the RFP including, but not limited to, appropriateness to consumer populations, communities and regions. **(14 points)**

2) The applicant shall provide a clear description of the services for consumers from the point of entry to discharge, including interventions or transitions to be utilized. Any services subcontracted out must be included in the description. **(20 points)**

3) A reasonable estimate of the number of consumers it will serve and where applicable the number of units it will provide. **(2 points)**

b. A statement that the applicant shall not refuse a referral and that is shall not have an exclusionary policy that is inconsistent with the DIVISION's guidelines. **(4 points)**

This item shall be evaluated on a met, partially met, or unmet criteria.

Met: The applicant meets the requirements of the section (100%)

Partially met: The applicant meets only a portion of the requirements of the section (50%)
Unmet: The applicant does not address or meet the requirements of the section (0)

c. The program incorporates "best practices/evidence-based practice," has literature to support this, and has a system for implementing and maintaining best practice program integrity. **(4 points)**

d. A description by the applicant of the involvement of the consumer in the decisions regarding the services the consumer receives. **(5 points)**

e. A statement by the applicant that they have read the Request for Proposal, will comply with DIVISION requirements, and are ready, able and willing to provide services throughout the time of the contract period. **(1 Point)**

This item shall be evaluated on a met, partially met, or unmet criteria.

Met: The applicant meets the requirements of the section (100%)
Partially met: The applicant meets only a portion of the requirements of the section (50%)
Unmet: The applicant does not address or meet the requirements of the section (0)

4. Financial Total 15 Points

Pricing structure based on a fixed unit rate are reasonable and comparable to other organizations in the community.

a. Personnel costs are reasonable and comparable to similar positions in the community. **(2 points)**

b. Non-personnel costs are reasonable and adequately justified. **(2 points)**

c. The budget supports the scope of service and requirements of the Request for Proposal. **(2 points)**

d. A cost allocation plan clearly providing a fiscally sound explanation of how costs are allocated across different funding sources, not related to the DIVISION. This is one

measure that indicates the agency's commitment to serving and supporting adults with severe and persistent mental illness in a manner consistent with DIVISION core values and guiding principles. **(2 points)**

e. The single audit report or financial audit for fiscal years 2011 and 2012 indicates minimal or no material deficiencies and an adequacy of their accounting system. If an Applicant's agency has not had their 2012 financial audit completed, they shall submit a statement indicating when their 2012 audit shall be completed and when the applicant shall send a copy of the 2012 audit to the DIVISION, and may submit their completed audits for 2010 and 2011. Applicant has the cash-flow to sustain their entire organization for a minimum of three months. **(5 points)**

f. An indication of the third party reimbursements the applicant is eligible to receive and of the plans the applicant has made or is making to obtain as many third party reimbursements as possible without collecting payment from more than one (1) payer. **(1 point)**

g. Description of all eligible sources of revenue from third parties and plans to pursue additional sources of revenue. **(1 point)**

C. Phase 3 - Recommendation for Award

Each notice of award shall contain a statement of findings and decision for the award or non-award of the contract to each applicant.

Section 5

Attachments

A. Proposal Application Checklist (Rev. 10/12)
B. Sample Table of Contents
C. Draft Special Conditions
D. QMHP
E. AMHD Housing Quality Standards (Draft)
F. Certifications
G. Form SPO-H-205A Instructions
H. Form W-9, Request for Taxpayer Identification Number and Certification

Attachment A

Competitive POS Application Checklist

Proposal Application Checklist

Applicant: _____ RFP No.: HTH 420-1-14

The applicant's proposal must contain the following components listed below. This checklist must be signed, dated and returned to the purchasing agency as part of the Proposal Application. SPOH forms are on the SPO website. See Section 1, paragraph II Website References.*

Item	Reference in RFP	Format/Instructions Provided	Required by Purchasing Agency	Completed by Applicant
General:				
Proposal Application Identification Form (SPO-H-200)	Section 1, RFP	SPO Website*	**X**	
Proposal Application Checklist	Section 1, RFP	Attachment A	**X**	
Table of Contents	Section 5, RFP	Section 5, RFP	**X**	
Proposal Application (SPO-H-200A)	Section 3, RFP	SPO Website*	**X**	
Tax Clearance Certificate (Form A-6)	Section 1, RFP	Dept. of Taxation Website (Link on SPO website)*		
Cost Proposal (Budget)				
SPO-H-205	Section 3, RFP	SPO Website*	**X**	
SPO-H-205A	Section 3, RFP	SPO Website* Special Instructions are in Section 5	**X**	
SPO-H-205B	Section 3, RFP,	SPO Website* Special Instructions are in Section 5		
SPO-H-206A	Section 3, RFP	SPO Website*	**X**	
SPO-H-206B	Section 3, RFP	SPO Website*	**X**	
SPO-H-206C	Section 3, RFP	SPO Website*	**X**	
SPO-H-206D	Section 3, RFP	SPO Website*		
SPO-H-206E	Section 3, RFP	SPO Website*	**X**	
SPO-H-206F	Section 3, RFP	SPO Website*	**X**	
SPO-H-206G	Section 3, RFP	SPO Website*		
SPO-H-206H	Section 3, RFP	SPO Website*	**X**	
SPO-H-206I	Section 3, RFP	SPO Website*	**X**	
SPO-H-206J	Section 3, RFP	SPO Website*		
Certifications:				
Federal Certifications		Section 5, RFP		
Debarment & Suspension		Section 5, RFP	**X**	
Drug Free Workplace		Section 5, RFP	**X**	
Lobbying		Section 5, RFP	**X**	
Program Fraud Civil Remedies Act		Section 5, RFP	**X**	
Environmental Tobacco Smoke		Section 5, RFP	**X**	
Program Specific Requirements:				
Form W-9, Request for Taxpayer Identification Number and Certification		Section 5, RFP	**X**	

_____ Authorized Signature

_____ Date

Attachment B

Sample Table of Contents for the POS Proposal Application

Proposal Application
Table of Contents

I. Program Overview.....1

II. Experience and Capability 1
- **A.** Necessary Skills 2
- **B.** Experience.....4
- **C.** Quality Assurance and Evaluation.....5
- **D.** Coordination of Services.....6
- **E.** Facilities.....6

III. Project Organization and Staffing **7**
- **A.** Staffing.....7
  - 1. Proposed Staffing.....7
  - 2. Staff Qualifications 9
- **B.** Project Organization 10
  - 1. Supervision and Training.....10
  - 2. Organization Chart (Program & Organization-wide) (See Attachments for Organization Charts)

IV. Service Delivery.....**12**

V. Financial.....**20**
See Attachments for Cost Proposal

VI. Litigation.....**20**

VII. Attachments
- **A.** Cost Proposal
  - SPO-H-205 Proposal Budget
  - SPO-H-206A Budget Justification - Personnel: Salaries & Wages
  - SPO-H-206B Budget Justification - Personnel: Payroll Taxes and Assessments, and Fringe Benefits
  - SPO-H-206C Budget Justification - Travel: Interisland
  - SPO-H-206E Budget Justification - Contractual Services – Administrative
- **B.** Other Financial Related Materials
  - Financial Audits for fiscal year ended June 30, 2011 and June 30, 2012
- **C.** Organization Chart
  - Program
  - Organization-wide
- **D.** Performance and Output Measurement Tables
- **E.** Program Specific Requirement

Attachment C

Draft Special Conditions

SPECIAL CONDITIONS

1. The Compensation and Payment Schedule is attached hereto as Attachment 3 and made a part hereof.

2. The Certificate of Exemption from Civil Service is attached hereto as Attachment 4 and made a part hereof.

3. The PROVIDER's Standards of Conduct Declaration is attached hereto as Attachment 5 and made a part hereof.

4. The General Conditions is attached hereto as Attachment 6 and made a part hereof.

5. The Special Conditions is attached hereto as Attachment 7 and made a part hereof.

6. Campaign Contributions by State and County Contractors. Contractors are hereby notified of the applicability of Section 11-355, HRS, which states that campaign contributions are prohibited from specified State or county government contractors during the term of the Contract if the contractors are paid with funds appropriated by a legislative body.

7. Insurance. Paragraph 1.4, General Conditions, is replaced with the following: The PROVIDER shall obtain, maintain, and keep in force throughout the period of this Contract the following types of insurance:

a. General liability insurance issued by an insurance company in the amount of a least ONE MILLION AND NO/100 DOLLARS ($1,000,000.00) for bodily injury and property damage liability arising out of each occurrence and THREE MILLION AND NO/100 DOLLARS ($3,000,000.00) aggregate.

b. Automobile insurance issued by an insurance company in an amount of at least of ONE MILLION AND NO/100 DOLLARS ($1,000,000.00) per occurrence.

c. Professional liability insurance issued by an insurance company in the amount of at least ONE MILLION AND NO/100 DOLLARS ($1,000,000.00) for liability arising out of each occurrence and THREE MILLION AND NO/100 DOLLARS ($3,000,000.00) aggregate.

The insurance shall be obtained from a company authorized by law to issue such insurance in the State of Hawaii (or meet Section 431: 8-301, Hawaii Revised Statutes, if utilizing an insurance company not licensed by the State of Hawaii).

For general liability, professional liability, and automobile liability insurance, the insurance coverage shall be primary and shall cover the insured for all work to be performed under the Contract, including changes, and all work performed incidental thereto or directly or indirectly connected therewith. The PROVIDER shall maintain in effect this liability insurance until the STATE has certified that the PROVIDER's work under the Contract has been completed satisfactorily.

Prior to or upon execution of this Contract, the PROVIDER shall obtain a certificate of insurance verifying the existence of the necessary insurance coverage in the amounts stated above. The parties agree that the certificate of insurance shall be attached hereto as Exhibit " " and be made a part of this Contract.

Each insurance policy required by this Contract shall contain the following clause:

> It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy.

The general liability and automobile liability insurance policies required by this Contract shall contain the following clause:

> The State of Hawaii and its officers and employees are additional insured with respect to operations performed for the State of Hawaii.

The certificate of insurance shall indicate these provisions are included in the policy.

The PROVIDER shall immediately provide written notice to the contracting department or agency should any of the insurance policies evidenced on its certificate of insurance forms be cancelled, limited in scope, or not renewed upon expiration.

If the scheduled expiration date of the insurance policy is earlier than the expiration date of the time of performance under this Contract, the PROVIDER, upon renewal of the policy, shall promptly cause to be provided to the STATE an updated certificate of insurance.

8. If this Contract is terminated with cause or without cause or at the scheduled expiration of the time of performance specified in this Contract, all equipment and unused supplies and materials leased or purchased with funds paid to the PROVIDER under this Contract shall become the property of the STATE as it so specifies and shall be disposed of as directed by the STATE.

9. Option to Extend Contract. Unless terminated, this Contract may be extended by the STATE for specified periods of time not to exceed five (5) years or 60 months or for not more than five (5) additional twelve (12) month periods or 60 months, upon mutual agreement and the execution of a supplemental agreement. This Contract may be extended provided that the Contract price shall remain the same or is adjusted per the Contract Price Adjustment provision stated herein. The STATE may terminate the extended agreement at any time in

accordance with General Conditions no. 4.

10. Contract Price Adjustment. The Contract price may be adjusted prior to the beginning of each extension period and shall be subject to the allotment and availability of state and special funds.

11. Audit Requirements.

a. Nonprofit organizations that expend $500,000 or more in a year of federal funds from any source shall have a single audit conducted for that year in accordance with the Single Audit Act Amendments of 1996, Public Law 104-156.

b. If the preceding condition applies, the PROVIDER shall conduct a financial and compliance audit in accordance with the guidelines identified in Exhibit " ," attached hereto and made a part hereof. Failure to comply may result in the withholding of payments to the PROVIDER.

c. Nonprofit organizations that expend less than $500,000 a year in federal funds are exempt from federal audit requirements for that year, however, records shall be available for review or audit by appropriate officials of the federal awarding agency, the STATE, or General Accounting Office.

d. If the PROVIDER is exempt from federal audit requirements in accordance with subparagraph c., above, the cost of any audit conducted on behalf of the PROVIDER shall not be charged to the federal portion of this Contract.

12. Language Access. The PROVIDER shall comply, as a covered entity, with the provisions of chapter 321C, Hawaii Revised Statutes, regarding language access; and with federal law regarding language access, Title VI of the Civil Rights Act of 1964, 42 USC section 2000d et seq., and 45 CFR part 80. These laws require the PROVIDER to, among

other things, link clients and their families with interpreter services if, on account of national origin, clients and their families do not speak English as their primary language and identify themselves as having a limited ability to read, write, speak, or understand the English language.

13. The PROVIDER shall have bylaws or policies that describe the manner in which business is conducted and policies that relate to nepotism and management of potential conflicts of interest.

Attachment D

QMHP and Supervision

Definition and Role of the Qualified Mental Health Professional

The requirements established below are **minimum requirements** that the Department of Health Adult Mental Health Division ("AMHD") has set for this position. Individual services may have additional academic or experience requirements depending on the intensity of the service. Any additional service specific requirements beyond these minimum requirements will be stated in the Request for Proposal and/or in the contract.

Definition / Role and Activities:
The Qualified Mental Health Professional ("QMHP") in the AMHD service delivery system is the individual generally responsible for clinical oversight and development of the service. A QMHP may provide a wide range of service and support including, but not limited to the following:

- Oversees the development of each consumer's treatment plan to ensure it meets the requirements stated of applicable funding streams and sign each treatment plan.
- Serves as a consultant to the treatment team.
- Serves as the LOCUS expert.
- Provides oversight and training.
- Reviews and signs each authorization request for clinical services prior to submittal to ensure that the services requested are medically necessary.
- Provides clinical supervision.
- Provides therapy.
- Provides clinical consultation and training to team leaders and/or direct care providers as needed.

Additionally, for Specialized Treatment Programs such as Intensive Out-Patient Hospital and Specialized Residential Services, the QMHP shall provide day-to-day program planning, implementation, and monitoring.

QMHP Minimum Requirements:
A QMHP is required to have an advanced degree and is licensed to practice in Hawaii as a:

- Licensed Psychiatrist,
- Licensed Psychologist (Ph.D. or Psy.D.),
- Licensed Clinical Social Worker ("LCSW"),
- Licensed Marriage and Family Therapist ("LMFT"), or
- Licensed Advanced Practice Registered Nurse ("APRN" or "APRN-Rx") in behavioral health currently licensed in the State of Hawaii.
- Licensed Mental Health Counselor

Attachment E

AMHD Housing Quality Standards (Draft)

AMHD
ADULT MENTAL HEALTH DIVISION

HOUSING QUALITY STANDARDS

The goal of the Adult Mental Health Division (AMHD) Community Housing Program is to provide safe, decent and affordable supported housing options for eligible consumers. To help accomplish this the program has developed the following basic housing quality standards (HQS) which all AMHD-contracted housing units must meet and maintain throughout the contracted term of service. The HQS outlined here apply to all levels of residential support authorized for AMHD consumers including licensed treatment settings such as the Licensed Crisis Residential Services (LCRS), Specialized Residential Services Program (SRSP) and Therapeutic Living Program (TLP), as well as other forms of community housing, including Group Homes and Semi-independent Housing.

Providers operating residential sites which are required to be licensed by the Office of Healthcare Assurance (OHCA) may be subject to additional standards or requirements that are not listed here and are subject to all standards and requirements, whether or not they are listed here. Providers with licensed facilities are strongly encouraged to seek guidance from OHCA on any additional requirements or standards.

The AMHD will conduct inspections of residential sites on a schedule determined by AMHD to be most appropriate for the site, level of care and general condition of the site from previous inspections. At a minimum, a site will be inspected for compliance with HQS before the site is authorized for occupancy by any AMHD consumers. Following an initial inspection, future on-site inspections will occur every year, every two years or every 3 years based upon the overall quality and maintenance of the site by the owner or service provider, except that residential sites licensed by OHCA may be required to be inspected on an annual basis in order to maintain licensure. Following an inspection the provider will receive a copy of the inspection results, along with any recommendations for improvement, or corrective actions required for continued certification. Only sites that have been certified as meeting the AMHD HQS will be authorized to provide residential support for AMHD consumers.

Irrespective of the results of any inspection or future inspection dates, if substantial damages occur to any residential property which may potentially effect the health or safety, or otherwise contribute to an uncomfortable or detrimental living condition for the resident(s) the provider must report the occurrence to AMHD and begin efforts immediately to repair the damage or correct the condition.

Complaints or concerns sent to AMHD from any stakeholder, including residents, case managers, family members or others may trigger an un-announced site visit to inspect the property. In most cases an attempt will be made to provide a courtesy notification to the provider prior to the inspection however AMHD reserves the right to inspect any housing site without notice, at any time, for any reason.

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Whether a site is owned by or leased by the contracted provider, the contracted provider remains ultimately responsible for ensuring that a site authorized for occupancy by AMHD consumers meets all AMHD HQS. Residential site inspections may be completed by Division staff or by other personnel authorized by AMHD. Conditions which require specific expertise, including but not limited to those of an electrical, plumbing, wastewater or structural integrity nature, which are deemed to be necessary to ensure the health, safety or welfare of the residents may require inspection by licensed professionals. Such inspections will be scheduled and completed at the Provider's expense. AMHD HQS may be revised by AMHD at any time. AMHD HQS include but are not necessarily limited to the following areas:

A. General living area;
B. Bathroom facilities;
C. Kitchen areas;
D. Storage and disposal of household waste;
E. Physical space and security;
F. General health and safety; and
G. Site and neighborhood.

A. General Living Area:

The General Living Area includes, but may not be limited to, space in the home which is available for residents to use in common, such as living rooms, dining rooms, porches, lanai areas, etc… and space set aside for residents to use in private, including but not limited to bedrooms and private visiting areas.

1. The General Living Area must be maintained in a clean and orderly fashion. While some normal wear and tear is expected and may be apparent, the overall construction, maintenance and stability of the areas must be sound and promote a sense of comfort.

2. Floor coverings, including carpet, floor tile, linoleum or any other form of covering must be clean and free from obvious damage which could pose a risk for tripping, allow dirt, mold or other forms of detritus to collect or which contributes to an unhealthy or unpleasant odor or appearance overall. Sub-flooring surfaces not designed to serve as finished flooring must be completely covered.

3. Walls and ceilings must be clean, of sound construction and free from obvious signs of damage, including but not limited to peeling or heavily stained paint or wall coverings, cracks or holes which may signal potential structural damage, pose a risk to the safety of the residents or are of such size, shape or condition that dirt, pests, rodents or inclement weather may penetrate into the structure.

4. Exterior building surfaces must be sound and well maintained. Building materials, including shingles, siding, bricks, plaster or other types of exterior coverings shall not be broken, hanging loose or in a state of disrepair. Paint must

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not be peeling; obvious signs of damage must be repaired and not left to deteriorate.

5. Furniture provided for resident use must be clean and in good repair:
   i. Each resident must be provided with a bed, nightstand and source of light, either through an overhead light or through a bedside lamp. The bed must be at least of a "Twin Bed" size and consist of a mattress raised from the floor on a frame. Portable cots or air beds designed for temporary use are not suitable alternatives for a bed.
   ii. Tables, chairs, couches, wall units, shelving or other types of furniture provided for use by residents must be of sound construction and not pose a safety risk under normal use.
   iii. All furniture fabric must be kept clean and free from odors and pests.
   iv. All furniture constructed of wood, plastic, laminate or other non-fabric materials must be kept clean and free from sticky, unpleasant or unsightly residues.
   v. These standards apply to all furniture provided for resident use, whether it is meant to be used inside the home or outside on a patio or lanai.
   vi. Furniture or furnishings provided by residents for use in common areas must meet the same standards.

6. Windows must be clean and free from damage. Window panes must be present and unbroken. Window screens must be maintained free from holes which allow pests to enter the unit.

7. Window coverings such as Venetian blinds, curtains, draperies, etc must be hung correctly and must be kept clean and free from obvious damage.

B. Bathroom facilities:

Each residential unit must provide facilities for personal care and hygiene which can be used in private and which are maintained in a clean and sanitary condition.

1. Each unit must contain at least the following: 1 tub/shower, 1 handwashing sink and 1 toilet for each 4 residents. These components need not be in the same area but must all be present within the unit. For example, some units may have a shower area for residents in a part of the unit that is not adjacent to the toilet area. In cases like these a sink for handwashing must be located in immediate proximity to the area where the toilet is located in order to promote sanitary handwashing practices.

2. All bathrooms must be connected to an approved public or private waste disposal system, which may include a properly installed and approved septic tank. All public or private waste disposal systems servicing the residential unit must be either state or local agency approved and that documentation must be available upon demand.

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3. All bathroom equipment or fixtures must be maintained in proper operating condition.

4. Bathroom facilities, along with any amenities, including but not limited to shower/bath curtains, medicine cabinets, mirrors and linen closets must be kept clean and sanitary, and in good repair, free from dirt, grime, mold and unpleasant odors.

5. The bathroom facilities must be constructed in such a way as to allow privacy for the user. If a bathroom is designed for use by multiple occupants at the same time individual urinals or toilet stalls and/or separate shower stalls must be provided and the space must be gender specific.

6. Hot and cold water must be available at the tub/shower and sink faucets, and faucets must clearly indicate Hot and Cold.

7. Faucets at the sink, at the tub/shower and at the toilet, if so equipped, must be in good working order, free from defects or damage which could result in leaks or harm to the residents.

8. The tub/shower, toilet, and sink must have a proper drain, sewer trap, and vents to prevent the escape of sewer gases or leakage of water into the bathroom.

9. Drains must not be clogged and must allow for unrestricted flow of waste water to the waste system.

10. Toilet(s) must be in operable condition and must effectively facilitate the removal of waste into the waste system.

11. The plumbing system servicing the site and all plumbing fixtures must be connected to an appropriate, sanitary water source. All water connections must be sound and free from leaks.

12. All plumbing fixtures, including faucets, shower stalls and/or bathtubs, shower/tub enclosures must be of sound material(s), free of obvious cracks or damage and be properly installed and caulked to ensure against leaks.

13. Walls, ceilings, floors, shower curtains or doors, faucet handles, sinks, tubs and showers, toilet seats and toilet tanks, etc., must be kept clean and free from mold, mildew, soap scum, grime or other unsanitary conditions.

14. All bathrooms must be free of broken accessories such as towel racks, light fixtures, medicine cabinets or mirrors. Broken accessories must be replaced or repaired immediately so as not to pose a health and safety risk for residents.

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15. Floor coverings must be free from rips, tears, bulges or other conditions that may present a danger of tripping or a place where dirt, grime, mold, bacteria, or other unsanitary conditions may accumulate.

16. Floors, walls and ceiling must be in sound condition, free of obvious defect or damage. Paint must be in sound condition, free from peeling or other unsanitary condition(s). Mold, mildew, bacteria or grime must not be allowed to accumulate on any bathroom surfaces.

17. Signs of obvious water damage or leakage must be examined and repaired immediately so as not to present the potential for the growth of mold, mildew, bacteria or other unsanitary condition.

18. Bathrooms must be adequately monitored and cleaned, and be free from noxious or unpleasant odors or other unsanitary conditions.

19. Evidence of poor waste disposal functioning, such as excessive sewer odors, slow draining of wastewater, sewage or wastewater backing up into the unit, must be reported to the landlord/owner immediately and examination and repair must be initiated in order to determine the cause and restore the system to an operable and sanitary condition.

20. Electrical outlets in bathrooms must be installed according to local building code requirements and must, at a minimum, be of a ground fault interrupter type.

21. Bathroom areas must be ventilated in order to prevent moisture buildup leading to mold, mildew or other water-related damage. Ventilation may be provided by having a window which opens, a ventilation shaft, air conditioning, or other approved mechanical means. A bathroom fan, if present, must be designed and manufactured for such use and installed according to code.

C. Kitchen areas:

The dwelling unit must have suitable space and equipment to store, prepare, and serve food in a sanitary manner.

1. Consumers shall have access to a kitchen that has adequate space and appliances, including at least 1 refrigerator/freezer and 1 stove/range. Additional refrigeration capacity may be necessary depending on the size of the unit and number of residents. A microwave oven may be added for convenience and additional capacity for heating food/beverages.

2. All equipment and appliances must be operational and be clean and well-maintained.

3. The group home must have an oven and a stove or range top:
    i. Hot plates are not acceptable substitutes for a stove or range.

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ii. The oven must heat and all burners on the stove or range must work.
iii. All oven, stove or range knobs must be present and be clearly labeled.

4. A microwave oven may be substituted for an oven and stove or range in Single Room Occupancy (SRO) units such as those found in a boarding house or other similar setting, where there is a central kitchen area for meal preparation.

5. The refrigerator must be capable of maintaining a temperature low enough to keep food from spoiling (between 32° F and 40° F).

6. If the refrigerator is not a combination unit with a built in freezer compartment a freezer must be provided in order to provide adequate food storage options and capacity. The freezer must maintain a temperature of 32° F or lower.

7. A thermometer is required in each refrigerator and freezer space and should be placed in a visible location.

8. The dwelling unit must have a kitchen sink in proper operating condition.
   i. The sink must have hot and cold running water from the faucets; faucets must clearly indicate Hot and Cold.
   ii. The sink must be equipped with a proper working drain with gas trap and it must drain to an approved sewer system.
   iii. The sink and surrounding area must be kept clean and sanitary, and free from accumulated food scraps or other waste.
   iv. The area under the sink must be kept clean and free from buildup of dirt or accumulated trash. The space must be kept clear of excessive storage in order to view the drain and plumbing fixtures for leaks.
   v. Obvious signs of leaks, dampness or standing water in or around the sink area must be repaired immediately in order to not allow the potential for the growth of mold, mildew, bacteria or other unsanitary conditions.

9. The unit must have adequate space for storage, preparation, and serving of food. Adequate amounts of space are determined, in large part, by the number of residents in the unit and the need to be able to store, prepare and serve/consume meals comfortably.

10. Each resident should be provided adequate space where their own food or condiments can be separately stored. This may be accommodated through cabinetry built into the unit, or through provision of auxiliary shelving or cabinets.

11. Kitchen waste and food scraps must be kept in a sanitary manner while waiting disposal. At least 1 garbage can with a lid must be provided in or close by the kitchen area, and must not be allowed to accumulate waste to the point where the

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lid will not close or waste spills out onto the floor. The area around the garbage can must be kept clean and sanitary at all times.

12. Ant trails or other obvious signs of pest or rodent activity must be addressed immediately and steps taken to decrease the occurrence or likelihood of additional pest activity.

13. Electrical outlets in kitchen areas adjacent to or in proximity of a source of water must be of a ground fault interrupter type.

D. Storage and disposal of household waste:

Household waste must be managed in a way that minimizes unsightly, unpleasant or unsanitary conditions.

1. Waste being temporarily held in the unit, such as in the kitchen, bathroom or other general living area must be kept from accumulating or spilling out of the waste receptacle and must be removed on a regular basis so that unpleasant odors, pests, rodents or other unsightly or unsanitary conditions do not arise.

2. Bodily waste, bodily fluids or other forms of hazardous bio-materials or bio-chemicals must be disposed of properly and may not be left or allowed to accumulate in or around the unit.

3. Household waste awaiting disposal must be stored outside of any General Living Area in containers clearly designed for the purpose, and in a location which does not allow for unpleasant or noxious odors to enter the unit.

4. The area set aside for temporary holding of waste awaiting disposal must be kept clean and orderly so as not to encourage or permit the presence of pests or rodents.

5. Household waste must be removed from the site on a regular basis, either through routine pickup with a city, county or private agency contracted for waste removal, or by delivery of the waste to a landfill or other area specifically set-aside for the receipt of household waste.

6. The site must remain free of heavy accumulations of trash, discarded furniture or other types of debris, including yard debris, at all times.

7. Dangerous materials and other chemicals, including but not limited to, fuel supplies, paint, oil, cleaners and solvents or other flammable or poisonous materials must be disposed according to federal, state or local code.

E. Physical space and security:

All residents must be afforded a reasonable level comfort, privacy and security for themselves and their personal belongings.

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1. Each resident must be provided a key to the unit, or the unit must be provided with a lockbox, so that a resident has access to their home at all times.

2. Each bedroom must be equipped with a doorknob capable of being locked to afford privacy and security for the resident's belongings. Each resident shall be issued a key to their bedroom and have access to their room at all times.

3. To the extent possible each unit should provide a space set aside for residents to visit in private with family members, case managers or other individuals of the resident's choosing.

4. Bedrooms must be of a size that allows freedom of movement and capacity to keep and maintain a reasonable amount of personal possessions. A bedroom used for a single occupant must be a minimum of 85 square feet, excluding closet space and a bedroom used for 2 residents must be a minimum of 120 square feet, excluding closet space.

5. Dormitory-style occupancy is not allowed in AMHD-contracted settings; bedrooms may not have more than 2 occupants.

F. General health and safety:

The Provider shall ensure that each site is cared for and maintained at a level that ensures resident safety and comfort, and encourage residents to participate in accomplishing this responsibility.

1. Each residential site shall develop and adhere to health, fire, and safety practices, in accordance with state, county, or local ordinances and with AMHD and other accreditation standards.

2. Each residential site shall provide training to residents to ensure compliance with health, safety, disaster preparedness, and fire regulations and standards. Training shall be documented and provided to residents upon admission; fire and disaster drills shall be conducted and documented monthly.

3. Each residential site which is contracted to provide support for the residents in managing or taking their medications must have policies and procedures which clearly state what their practices are, must have a place set aside to properly store medications and medications held or stored for residents must be clearly marked with the residents name.

4. Each site shall have a minimum of 1 fire extinguisher, mounted in such a fashion so that it is readily visible and available in an emergency. Sites which are divided into more than 1 living unit (men's side/women's side, upstairs/downstairs, etc…) or have more than 1 floor shall have a minimum of 1 fire extinguisher for each unit or floor. All fire extinguishers shall be functional, of a rating appropriate to its intended use and have an inspection tag that is current.

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5. Each unit must maintain an emergency kit which includes an appropriately stocked first aid kit, a flashlight and battery-operated radio in working condition.

6. Each unit must post and maintain emergency information in a clearly visible location, including emergency numbers and evacuation routes to be used in the event of disaster.

7. Each group home shall provide multiple means of safe exit in case of fire. In case of fire, a unit with multiple floors must provide alternate means of exit, such as fire stairs or windows, including use of a ladder for windows above the second floor.

8. Emergency exits, including windows used as a means of emergency exit, must be clearly marked and must not be blocked.

9. Emergency exit routes must be clearly and obviously posted on each floor of the unit.

10. Each unit which is not contracted to provide 24-hour staff support must post in a clearly visible place the name and contact information for the Resident Manager or other staff person designated to be informed in case of emergency.

11. Each room must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of occupants.

12. The dwelling unit must have sufficient electrical sources so occupants can use essential electrical appliances. The electrical fixtures and wiring must meet local building code or safety standards in order to help ensure safety from fire. There must be adequate electrical outlets to accommodate the number of residents and typical use.

13. All electrical outlets and switches must be in good working condition, free from cracks or other obvious damage and be securely fixed in place. Every switch and outlet must be covered with an appropriately sized cover or plate which is free from damage.

14. Multi-plug power strips may be used provided they are rated for the amount of electricity being used and are equipped with a surge protection switch. However multiple power strips being used to significantly expand the number of outlets beyond what the unit was built to provide is not allowed.

15. Individual extension cords may be used provided they are rated for the purpose and amount of electricity being used and that they are not draped over furniture or furnishings, placed under carpet, tile or other floor covering or are otherwise placed or used in a way that poses a safety hazard. Extension cords shall not be used as a substitute for permanent wiring and may not be affixed to structures,

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extend through walls or ceilings, be used in areas where they may be exposed to water or be otherwise used in a way not intended by the manufacturer.

16. High amperage electrical equipment, including but not limited to refrigerators, freezers, stoves and ovens or clothes dryers must be plugged directly into a permanently installed outlet.

17. Appliances, electrical fixtures and other components, including but not limited to kitchen appliances, lamps, television sets, stereos or vacuum cleaners must be in good repair. All such appliances or components must have factory installed cords and switches and must be used according to manufacturer's instructions or intended purposes.

18. Permanently mounted light fixtures, including both incandescent and fluorescent fixtures, must have covers over the bulbs and must be securely fixed to the ceiling, wall or other suitable mounting.

19. Table lamps may be used to provide lighting throughout the unit, except that the kitchen area and the bathroom(s) must have a permanent ceiling or wall-mounted light fixture in proper operating condition.

20. The electrical system overall must free of hazardous conditions, including exposed, un-insulated, or frayed wires, improper connections, improper insulation or grounding of any component of the system, overloading of capacity, or wires lying in or located near standing water or other unsafe places. The fuse- or breaker box must be accessible at all times and fuses/breakers must be clearly marked.

21. Smoke detectors shall be maintained in proper working condition at all times.

22. Smoke detectors shall be located in each bedroom, in hallways, in the general living area and in the kitchen. Residential units of more than one story have smoke detectors installed on each floor.

23. If hearing-impaired residents occupy the group home a smoke detector with an alarm system designed for the hearing-impaired shall be provided in each bedroom occupied by a hearing-impaired resident.

24. Damage or other hazards associated with the structure, including but not limited to, large holes, loose surface materials, significant buckling or cracks in the walls, foundation or other supports, damage to the roof, windows, doors or other areas which could allow dirt or other pollutants, inclement weather or pests/rodents to penetrate the living areas, substantial damage to or irregularities in the electrical or plumbing systems or any other serious damage must be reported to AMHD immediately and necessary repairs to restore the structure must begin immediately.

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25. The condition and equipment of interior and exterior stairs, halls, porches, and walkways must not present the danger of tripping and falling, and must not be used as a storage space for hoses, gardening or yard tools, boxes, trash cans, etc…Entrance and exit doors must remain unobstructed at all times.

26. Equipment or materials stored on-site for grounds maintenance, including but not limited to, hand tools or power tools, mowers, weed trimmers, fuel and oil supplies or cleaners must be securely stored in an area away from or separate from the General Living Areas.

27. Handrails are required on stairways when four or more steps (risers) are present.

28. Protective railings are required when porches, balconies, and stoops are thirty inches or more off the ground.

29. Each site must ensure adequate ventilation, with fresh air, conditioned air, or both, throughout the home. Every room where residents live, gather or congregate shall be provided with natural or mechanical ventilation.

30. Windows designed to be opened and used for fresh air and ventilation must have screens in good repair. Exterior entry/exit doors must have screen doors, maintained in good repair and which assist in keeping out pests or rodents.

31. Windows may not be fixed in a closed position unless they are not necessary for adequate ventilation and are not necessary as a means of emergency exit.

32. If air conditioning units are provided, they must be maintained in operable condition and be capable of adequately regulating the movement and temperature of the air.

33. If fans are provided they must be maintained in a safe and operable manner; electrical cords must be factory-equipped and the fan must have a ventilated cover on both sides.

34. Any instance of noxious or unpleasant odors, gases or other pollutants entering the unit must be fixed immediately.

35. The unit must be connected to a private or municipal water source which provides potable water fit for human consumption:
    i. The water supply must be free of contamination.
    ii. Plumbing fixtures, pipes, faucets and other connections to the water supply must be clean and sanitary from the point of entry into the unit, and must be well maintained and free from leaks in its entirety.
    iii. Water quality testing may be required at any time.

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36. Vehicles used for resident transportation or program support must be maintained according to state or local safety requirements. Evidence of vehicle insurance at a level required by contract and evidence of current and valid safety and vehicle registration must be kept in the vehicle at all times and must be produced for verification upon demand.

37. Vehicles used for resident transportation or program support must be equipped with an appropriately stocked first-aid kit, a flashlight in operating condition, and emergency flares or other emergency warning signals.

G. Site and neighborhood:

The residential unit(s) must be located in an area or on a site which does not present the residents with exposure to ongoing or chronic sources of excessive noise, pollutants, adverse or dangerous environmental conditions or which otherwise hinders the resident(s) from enjoyment of their home in relative peace and comfort.

1. Residents must have unrestricted access to the property at all times.

2. The unit and surrounding yard or open area must be free of vermin and rodent infestation.

3. The yard must be well maintained and not be subject to periodic or ongoing heavy growth of vegetation that may harbor rodents or other pests.

4. The yard must be reasonably graded and maintained to avoid holes or significantly uneven surfaces or other impediments that may lead to tripping or falls.

5. Sidewalks, walkways, lanais or other finished surfaces must provide a relatively stable, unbroken and even surface. Raised curbs or other impediments must be clearly marked to decrease the risk of tripping or falling.

6. Parking on the site must not be of a volume or configuration which prohibits or otherwise interferes with access by emergency personnel, including police, fire or ambulance vehicles.

7. The site and neighborhood may not be subject to serious adverse environmental conditions, natural or manmade, such as dangerous walks or steps; instability; flooding, poor drainage, septic tank back-ups or sewage hazards; mudslides; abnormal air pollution, smoke or dust; excessive noise, vibration or vehicular traffic; excessive accumulations of trash; vermin or rodent infestation; or fire hazard.

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Attachment F

Certifications

CERTIFICATIONS

1. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned (authorized official signing for the applicant organization) certifies to the best of his or her knowledge and belief, that the applicant, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

(b) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the applicant not be able to provide this certification, an explanation as to why should be placed after the assurances page in the application package.

The applicant agrees by submitting this proposal that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, In eligibility, and Voluntary Exclusion--Lower Tier Covered Transactions" in all lower tier covered transactions (i.e., transactions with sub- grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

2. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The undersigned (authorized official signing for the applicant organization) certifies that the applicant will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about--
   (1) The dangers of drug abuse in the workplace;
   (2) The grantee's policy of maintaining a drug-free workplace;
   (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
   (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) above;

(d) Notifying the employee in the statement required by paragraph (a), above, that, as a condition of employment under the grant, the employee will--
   (1) Abide by the terms of the statement; and
   (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central

point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d) (2), with respect to any employee who is so convicted--

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

For purposes of paragraph (e) regarding agency notification of criminal drug convictions, the DHHS has designated the following central point for receipt of such notices:

Office of Grants and Acquisition Management
Office of Grants Management
Office of the Assistant Secretary for Management and Budget
Department of Health and Human Services
200 Independence Avenue, S.W., Room 517-D
Washington, D.C. 20201

3. CERTIFICATION REGARDING LOBBYING

Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (non-appropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING $100,000 in total costs (45 CFR Part 93).

The undersigned (authorized official signing for the applicant organization) certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

4. CERTIFICATION REGARDING PROGRAM FRAUD CIVIL REMEDIES ACT (PFCRA)

The undersigned (authorized official signing for the applicant organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the applicant organization will comply with the Public Health Service terms and conditions of award if a grant is awarded as a result of this application.

5. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing the certification, the undersigned certifies that the applicant organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The applicant organization agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

The Public Health Services strongly encourages all grant recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical an mental health of the American people.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

Attachment G

Form SPO-H-205A
Instructions

Instructions for Completing
FORM SPO-H-205A ORGANIZATION - WIDE BUDGET BY SOURCE OF FUNDS

Applicant/Provider:	Enter the Applicant's legal name.
RFP#:	Enter the Request For Proposal (RFP) identifying number of this service activity.
For all columns (a) thru (d)	Report your total organization-wide budget for this fiscal year by **source of funds**. Your organization's budget should reflect the total budget of the "organization" legally named. Report each source of fund in separate columns, by budget line item. For the first column on the first page of this form, use the column heading, "Organization Total". For the remaining columns you may use column headings such as: Federal, State, Funds Raised, Program Income, etc. If additional columns are needed, use additional copies of this form.
Columns (b), (c) & (d)	Identify sources of funding in space provided for column titles.
TOTAL (A+B+C+D)	Sum the subtotals for Budget Categories A, B, C and D, for columns (a) through (d).
SOURCE OF FUNDING: **(a)** **(b)** **(c)** **(d)**	Identify all sources of funding to be used by your organization.
TOTAL REVENUE	Enter the sum of all revenue sources cited above.
Budget Prepared by:	Type or print the name of the person who prepared the budget request and their telephone number. If there are any questions or comments, this person will be contacted for further information and clarification. Provide signature of Applicant's authorized representative, and date of approval.

Special Instructions by the State Purchasing Agency:

Provide a budget by source of funds for this specific service activity.

Attachment H

Form W-9
Request for Taxpayer Identification Number and Certification

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

Employer identification number
☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.