

State of Hawaii
Department of Education
Procurement and Contracts Branch
94-275 Mokuola Street, #200
Waipahu, HI 96797
T: (808) 675-0130 F: (808) 675-0133

Registration Form For Online Solicitations

- The Procurement and Contracts Branch (PCB) is not notified when a particular solicitation is viewed or downloaded. Therefore, Offerors interested in responding to this solicitation must first register their participation by completing and submitting this Registration Form.
- The completed Registration Form must be e-mailed or faxed to the PCB Solicitation Contact Person listed below as soon as possible after downloading this solicitation, but in any case, prior to the deadline for offers.
- Only Offerors who are registered will be forwarded addenda and/or other notices related to this solicitation when issued, if any. Failure to register may result in the Offeror not receiving addenda and/or other solicitation related notices, and such offers may therefore be rejected, and not considered for award.
- Failure of the Offeror to receive any such addenda shall not relieve the Offeror of any obligation under this solicitation. It remains the responsibility of the Offeror to complete and submit its offer in accordance with the instructions contained in this solicitation, as well as subsequent interpretations and addenda, if any.

Solicitation Information:

Number:	RFP F14-031
Title:	Psychiatric Services
Deadline:	2:00 p.m. Hawaii Standard Time, April 25, 2014
Contact Person:	John Kagehiro
Contact's e-mail Address:	john_kagehiro@notes.k12.hi.us

Offeror Information:

Name of Company Registering:	
Mailing Address:	
Name of Contact Person:	
Contact's e-mail Address:	
Contact's Telephone/ Facsimile No.:	

State of Hawaii
Department of Education
Office of Curriculum, Instruction and Student Support
School Based Behavioral Health Services Section

Request for Proposals

RFP No. F14-031

Psychiatric Services
(Statewide)

March 26, 2014

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.*

March 26, 2014

REQUEST FOR PROPOSALS

**PSYCHIATRIC SERVICES
RFP F14-031**

The Department of Education (the “**DOE**” or the “**Department**”), School Based Behavioral Health Services Section (“**SBBH**”) is requesting proposals from qualified applicants to provide psychiatric diagnostic and medication evaluations, school consultation and medication intervention services to eligible students who are in need of such services. Services should combine mental and behavioral health interventions that result in educational benefit and are designed to assist students to effectively access the general education curriculum. The contract term will be from July 1, 2014, through and including June 30, 2015. Multiple contracts may be awarded under this request for proposals.

Proposals shall be mailed, postmarked by the United States Postal Service on or before April 25, 2014, and received no later than 10 days from the submittal deadline. Hand delivered proposals shall be received no later than 4:30 p.m., Hawaii Standard Time (HST), on April 25, 2014, at the drop-off sites 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 DOE will conduct an orientation on April 3, 2014 from 3:00 p.m. to 4:30 p.m. HST, at OCISS Annex 475 22nd Avenue Building 264a Kokohead, Honolulu, Hawaii 96816. All prospective applicants are encouraged to attend the orientation.

The deadline for submission of written questions is 2:00 p.m., HST, on April 4, 2014. All written questions will receive a written response from the State on or about April 9, 2014.

Inquiries regarding this RFP should be directed to John Kagehiro, DOE Procurement and Contracts Branch (“**PCB**”) at 94-275 Mokuola St, Rm. 200, Waipahu, Hawaii 96797, telephone: (808) 675-0130, email: john_kagehiro@notes.k12.hi.us.

PROPOSAL MAIL-IN AND DELIVERY INFORMATION SHEET

**NUMBER OF COPIES TO BE SUBMITTED:
ONE (1) ORIGINAL
AND
FOUR (4) COPIES**

ALL MAIL-INS SHALL BE POSTMARKED BY THE UNITED STATES POSTAL SERVICE (USPS) NO LATER THAN **April 25, 2014** and received by the state purchasing agency no later than **10 days** from the submittal deadline.

All Mail-ins

Department of Education
Procurement and Contracts Branch
Waipahu Civic Center
94-275 Mokuola Street, Room 200
Waipahu, Hawaii 96797

RFP COORDINATOR

John Kagehiro, DOE Procurement Office
For further info. or inquiries
Phone: (808) 675-0130
(interest forms, written questions, etc.)

ALL HAND DELIVERIES SHALL BE ACCEPTED AT THE FOLLOWING SITES UNTIL **2:00 P.M., Hawaii Standard Time (HST), April 25, 2014**. 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., April 25, 2014.

Drop-off Sites

Department of Education
Procurement and Contracts Branch
Waipahu Civic Center
94-275 Mokuola Street, Room 200
Waipahu, Hawaii 96797

RFP Table of Contents

Section 1 Administrative Overview

1.1	Procurement Timetable	1-1
1.2	Website Reference.....	1-2
1.3	Authority.....	1-2
1.4	RFP Organization.....	1-3
1.5	Contracting Office.....	1-3
1.6	RFP Contact Person	1-3
1.7	Orientation	1-4
1.8	Submission of Questions	1-4
1.9	Submission of Proposals.....	1-4
1.10	Discussions with Applicants.....	1-6
1.11	Opening of Proposals	1-7
1.12	Additional Materials and Documentation.....	1-7
1.13	RFP Amendments	1-7
1.14	Final Revised Proposals	1-7
1.15	Cancellation of Request for Proposals	1-7
1.16	Costs for Proposal Preparation.....	1-7
1.17	Provider Participation in Planning	1-7
1.18	Rejection of Proposals.....	1-8
1.19	Notice of Award.....	1-8
1.20	Protests	1-8
1.21	Availability of Funds.....	1-9
1.22	General and Special Conditions of the Contract.....	1-9
1.23	Cost Principles	1-9

Section 2 - Service Specifications

2.1.	Introduction	
A.	Overview, Purpose or Need	2-2
B.	Planning activities conducted in preparation for this RFP.....	2-2
C.	Description of the Service Goals.....	2-2
D.	Description of the Target Population to be Served.....	2-2
E.	Geographic Coverage of Service.....	2-2
F.	Probable Funding Amounts, Source, and Period of Availability	2-3
2.2.	Contract Monitoring and Evaluation	2-3
2.3.	General Requirements	2-3
A.	Specific Qualifications or Requirements	2-3
B.	Secondary Purchaser Participation	2-3
C.	Multiple or Alternate Proposals.....	2-4
D.	Single or Multiple Contracts to be Awarded.....	2-4
E.	Single or Multi-Term Contracts to be Awarded.....	2-4

2.4.	Scope of Work.....	2-4
	A. Service Activities.....	2-5
	B. Management Requirements.....	2-6
	C. Facilities	2-6
2.5.	Compensation and Method of Payment.....	2-7

Section 3 - Proposal Application Instructions

	General Instructions for Completing Applications.....	3-1
3.1.	Program Overview	3-1
3.2.	Experience and Capability	3-2
	A. Necessary Skills.....	3-2
	B. Experience.....	3-2
	C. Quality Assurance and Evaluation.....	3-2
	D. Coordination of Services.....	3-2
	E. Facilities	3-3
3.3.	Project Organization and Staffing.....	3-3
	A. Staffing	3-3
	B. Project Organization.....	3-4
3.4.	Service Delivery.....	3-5
3.5.	Financial	3-6
	A. Pricing Structure.....	3-6
	B. Other Financial Related Materials.....	3-7
3.6.	Other.....	3-7
	A. Litigation.....	3-7

Section 4 – Proposal Evaluation

4.1.	Introduction.....	4-1
4.2.	Evaluation Process	4-1
4.3.	Evaluation Criteria	4-2
	A. Phase 1 – Evaluation of Proposal Requirements	4-2
	B. Phase 2 – Evaluation of Proposal Application.....	4-2
	C. Phase 3 – Recommendation for Award.....	4-6

Section 5 – Attachments

Attachment A.	Competitive Proposal Application Checklist
Attachment B.	Sample Proposal Table of Contents
Attachment C.	Wage Certification
Attachment D.	Rate Schedule
Attachment E.	Federal Certifications
Attachment F.	General Conditions
Exhibit A.	Service Requirements and Activities
Attachment 1.	Contract Minimum and Special Conditions
Attachment 2.	Rate and Cost Summary Worksheet

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.

Throughout the RFP, the term “applicant(s)” generally refers to entities submitting a proposal application for this RFP. However, this and like terms must be read in context because, if awarded a contract resulting from the RFP, the term “applicant(s)” may refer to actual contractor(s) or provider(s).

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.

<u>Activity</u>	<u>Scheduled Date</u>
Public notice announcing Request for Proposals (RFP)	03/26/2014
Distribution of RFP	03/26/2014
RFP orientation session	04/03/2014
Closing date for submission of written questions for written responses	04/04/2014
State purchasing agency's response to applicants' written questions	04/09/2014
Discussions with applicant prior to proposal submittal deadline (optional)	
Proposal submittal deadline	04/25/2014
Discussions with applicant after proposal submittal deadline (optional)	
Final revised proposals (optional)	
Proposal evaluation period	04/30/2014 to 05/02/2014
Provider selection	05/09/2014
Notice of statement of findings and decision	05/12/2014
Contract start date	July 01, 2014

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-notice-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 <http://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.

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:

Steve Shiraki, Administrator,
Department of Education, Office of Curriculum, Instruction and Student Support,
Comprehensive Student Support Services Section,
School Based Behavioral Health Services Section,
Address: 475 22nd Avenue, Bldg. 302, Room 204, Honolulu, Hawaii 96816,
Telephone: (808) 203-5515 Fax: (808) 733-9890
Email: Steve_Shiraki@notes.k12.hi.us

1.6 RFP Contact Person

From the release date 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.

John Kagehiro, Procurement and Contracts Support Specialist
DOE Procurement and Contracts Branch
94-275 Mokuola Street, Room 200
Waipahu HI 96797
Tel: (808)675-0130
Email: john_kagehiro@notes.k12.hi.us

1.7 Orientation

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

Date: April 03, 2014 **Time:** 3:00 pm to 4:30pm
Location: OCISS Annex 475 22nd Avenue Building 264a Kokohead,
Honolulu, Hawaii 96816

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 will respond to written questions by way of an addendum to the RFP.

Deadline for submission of written questions:

Date: April 04, 2014 **Time:** 2:00 pm

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

Date: April 09, 2014

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

4. **Proposal Application (Form SPOH-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 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 to **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 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 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. **Campaign 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.

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:
 1. Postmarked after the designated date; or
 2. Postmarked by the designated date but not received within 10 days from the submittal deadline; or
 3. 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.

Proposals must be mailed or delivered as prescribed above. Proposals submitted via facsimile, electronic media such as diskettes or CDs, or by other electronic means **will not** be accepted. The applicant bears the sole responsibility for any such improperly submitted proposal.

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.
- 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 with HAR §3-143-403.

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.

1.13 RFP Amendments

The State reserves the right to amend this RFP at any time prior to the closing date for 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 (SPOH-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.

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 prior to the contract commencement date. The State of Hawaii is not liable for any costs incurred prior to the official starting date.

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, SPOH-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 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: Andrell Beppu Aoki	Name: Steve Shiraki
Title: Director, OFS/PCB	Title: Administrator, OCISS/SSB/CSSS
Mailing Address: 94-275 Mokuola Street, Room 200, Waipahu, HI 96797	Mailing Address: 475 22 nd Avenue, Bldg. 302, Room 204 Honolulu, HI 96816
Business Address: Same as above.	Business Address: Same as above.

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 attached hereto. Special conditions may also be imposed contractually by the state purchasing agency, as deemed necessary.

Refer to **Attachment 1, Contract Minimum and Special Conditions.**

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 SPOH-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

Section 2

Service Specifications

Commonly Used Abbreviations or Acronyms

Abbreviation/Acronym	Description
APRN	Advanced Practice Registered Nurse
BASC-2	Behavior Assessment System for Children, 2 nd Edition
BSP	Behavioral Support Plan
CAFAS	Child & Adolescent Functional Assessment Scale
CSSS	Comprehensive Student Support System
DOE	Department of Education
DES	District Educational Specialist
DSM V	Diagnostic and Statistical Manual of Mental Disorders, 5 th Edition
FAPE	Free and Appropriate Public Education
FBA	Functional Behavioral Assessment
FERPA	Family Educational Rights and Privacy Act
GSS	General Supervision and Support
HAR	Hawaii Administrative Rules
IDEIA- 2004	Individuals with Disabilities Education Improvement Act of 2004
IEP	Individualized Education Plan
504 Plan	New term for the previous Modification Plan (MP)
OCISS	Office of Curriculum, Instruction and Student Support
QAP	Quality Assurance Plan
RFI	Request for Information
RFP	Request for Proposal
SBBH	School Based Behavioral Health
SPO	State Procurement Office
SSC	Student Services Coordinator
SVF	Service Verification Form

2.1 Introduction

A. Overview, purpose or need

The purpose of this RFP is to solicit private providers of psychiatric services, both agencies and individuals, interested in providing psychiatric services through the School-Based Behavioral Health models within the Comprehensive Student Support System (“CSSS”).

Refer to **Exhibit A, *Service Requirements and Activities, 1. Introduction.***

B. Planning activities conducted in preparation for this RFP

In preparation for the drafting of this RFP, the DOE reviewed existing workload of DOE staff, the DOE’s experience with contracted services, and information and suggestions received during the course of the previous contract cycle. In addition, a notice of Request for Information (“**RFI**”) was issued on December 16, 2013 and posted on State of Hawaii, State Procurement Office website.

C. Description of the service goals

School based behavioral health services are provided within the context of CSSS. As part of an integrated programmatic approach, these services are designed to provide the personalized support necessary to assist students to successfully engage in standards-based educational opportunities through overcoming individual barriers to learning.

D. Description of the target population to be served

Refer to **Exhibit A, *Service Requirements and Activities, 3. Target Population.***

In Hawaii, approximately 200 students currently require such services.

E. Geographic coverage of service

The services are sought statewide and comprise both urban and rural areas on the islands of Kauai, Oahu, Molokai, Maui, Lanai, and Hawaii.

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

It is expected that State funds will be used to support these services. The current general fund appropriation for SBBH services is approximately \$500,000.

Funding may be subject to the availability of funds or alternative funding sources. It is expected that funding of at least this current level would be allocated for this contract period.

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) Administrative Requirements

Refer to **Exhibit A, Service Requirements and Activities, 4. Provider Responsibilities**

2.3 General Requirements

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

The applicant shall comply with chapter 103F, HRS Cost Principles for Purchases of Health and Human Services identified in SPO-H-201 (effective 10/1/98), which can be found on the SPO website at: <http://www.spo.hawaii.gov>.

Click on *Procurement of Health and Human Services*

Click on *For Private Providers*

Click on Forms

Click on *Budget Application Forms for Requests for Proposals*

Applicant must hold an appropriate certification or license to practice independently, for those activities restricted by licensure laws, or ensure and demonstrate the availability of appropriate supervision.

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

After-the-fact secondary purchases will be allowed.

Planned secondary purchases

None.

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

Allowed Unallowed

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

Single Multiple Single & Multiple

Criteria for multiple awards:

Successful applicants must first meet all the requirements specified by the DOE in this RFP. The criteria for multiple awards include, but is not limited to, the following:

A score of 90 points or higher awarded to applicant's proposal based on the criteria set forth herein.

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

Single term (2 years or less) Multi-term (more than 2 years)

Contract terms:

Initial Term of Contract	1 year
Length of Each Extension	12 months
Number of Possible Extensions	Four (4)
Maximum Length of Contract	5 Years
Initial Period	The initial contract period shall commence on the contract start date or the date the Notice to Proceed, whichever is later
Conditions for Extension	Contract may be extended provided that the agreement to extend is in writing, is contingent upon potential changes to the DOE's approach to service delivery, availability of funding, and mutual agreement

2.4 Scope of Work

The scope of work encompasses the following tasks and responsibilities:
All forms referred to in this section may be found on the following website:
<http://www.doe.k12.hi.us/sbbh/> - Click on "Required Contract Documents."

A. Service Activities

(Minimum and/or mandatory tasks and responsibilities)

All services shall be provided in accordance with the requirements outlined in this section and any other applicable requirements referenced in any portion of this RFP. Specific requirements for specific levels of care are detailed in **Exhibit A, Service Requirements and Activities, 5, Service Activities**.

1. General Requirements

Refer to **Exhibit A, Service Requirements and Activities, 5.1. General Requirements**.

2. Training Requirements

Refer to **Exhibit A, Service Requirements and Activities, 4.1.6. Training Requirements**.

The proposal application should address how the applicant will meet the training requirements noted and detail how the applicant's proposed training plan will address the desired learner outcomes including target population specific training.

3. Work Activities

The proposal application should address how the proposed plan and services would support service delivery of school-based services within the least restrictive environment.

The proposal application should address in detail, how services for a student will be transitioned between providers or other agencies when a provider can no longer perform the services.

The proposal application should address how the agency will minimize burdensome and/or unnecessary travel time for students.

The applicant should also submit documentation and evidence of collaborative relationships with schools, complexes, districts, other individual providers and community agencies including the Children's Community Councils.

Refer to **Exhibit A, Service Requirements and Activities 5.2 through 5.7** for the following services:

a. PSYCHIATRIC DIAGNOSTIC EVALUATION

b. PSYCHIATRIC MEDICATION EVALUATION

c. MEDICATION MANAGEMENT

d. EDUCATIONAL TEAM PLANNING AND PARTICIPATION

e. SCHOOL CONSULTATION

f. COURT/DUE PROCESS HEARING TESTIMONY

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

Refer to **Exhibit A, Service Requirements and Activities, 4. Provider Responsibilities** for the following requirements:

1. Personnel

Supervision Requirements

Credential Requirements

Criminal History Record Check Requirements

Notification Requirements

TB Clearance Requirements

2. Administrative

Medicaid Requirements

Confidentiality Requirements

Sentinel Event/Incident Notification Reports

Use of Restraints Policy

Facilities

3. Quality Assurance

4. Performance Requirements

5. Experience

Please refer to specific service and staffing requirements as detailed in **Section 2.4, A, 3. Work Activities**.

6. Coordination of services

Please refer to specific service and staffing requirements as detailed in **Section 2.4, A, 3. Work Activities**.

The applicant shall demonstrate the capability to coordinate services with other agencies and resources in the community.

The applicant shall describe policies and procedures designed to insure the smooth transfer of services, including the storage, retrieval and transmission of any notes, files and documents, in any form, relevant and important to the transfer of services between and among providers and the DOE.

7. Reporting requirements for program and fiscal data

Refer to **Exhibit A, Service Requirements and Activities, 4.5 Reporting Requirements for Program and Fiscal Data**, for the following requirements:

Program Requirements

Fiscal Requirements

C. Facilities

Refer to **Exhibit A, Service Requirements and Activities, 4.2.5. Facilities**.

2.5 COMPENSATION AND METHOD OF PAYMENT

A. Pricing structure or pricing methodology to be used

A fixed unit of service rate will be established by the DOE. An applicant must submit a cost proposal utilizing the unit cost pricing structure designated by the DOE. Applicant shall anticipate the need to provide services in both rural and urban settings. The cost proposal must be attached to the proposal application for those specific services as listed on the DOE Rate and Cost Summary Worksheet. A flat rate shall be established by the DOE for all evaluation services.

The DOE will not consider proposals for services with rates that are above the maximum allowable amounts set forth in the DOE Rate Schedule.

This RFP seeks to purchase services on an as needed basis. The applicant should establish a reasonable estimate of the minimum and maximum number of service units it can provide for which there is sufficient operating capacity (e.g., adequate, planned and budgeted space, equipment, staff, etc.). Applicants should provide a minimum and maximum number of units they can deliver for each geographic area by level of care to assist the DOE in determining applicant's capacity to serve all students in both urban and rural settings. (Note: "Maximum" should reflect the

maximum number of students that an agency has the capacity to service. “Minimum” should reflect the minimum number of students the agency is willing to serve to remain on contract with the DOE)

B. Units of service and unit rate

Refer to **Attachment 1, *Contract Minimum and Special Conditions*, 7. Compensation, 8. Compensation Rates, and 9. Invoicing and Payment Schedule.**

C. Method of compensation and payment

Refer to **Attachment 1, *Contract Minimum and Special Conditions*, 7. Compensation, 8. Compensation Rates, and 9. Invoicing and Payment Schedule.**

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 numerical outline for the application, the titles/subtitles, and the 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 and continuing through for each section. See sample table of contents in Section 5.*
- *Proposals must be submitted in a three ring binder.*
- *Sections must be tabbed.*
- *Applicants must also include a Table of Contents with the Proposal Application. A sample format is reflected in Section 5, 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.*
- *Applicants are **strongly** encouraged to review evaluation criteria in Section 4, Proposal Evaluation when completing the proposal.*
- *This form (SPOH-200A) is available on the SPO website (see 1.2 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.*

The Proposal Application is comprised of 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.

3.2 Experience and Capability

A. Necessary Skills

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

B. Experience

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

Applicant shall also include name of references, address(es), e-mail address(es) and telephone numbers. The DOE reserves the right to contact references to verify experience.

C. Quality Assurance and Evaluation

The applicant shall describe its own plans for quality assurance and evaluation for the proposed services, including methodology. Applicants must create and maintain an internal quality-assurance and improvement plan ("QAIP") to assure the delivery of quality educational services and a plan for program assessment and continuous improvement. This plan should explain how the agency would ensure outcomes from the services provided. As this is a service resulting in educational benefit, the primary outcome measure the DOE is accustomed to is an improvement in school attendance, grades, and behaviors, including a reduction in discipline referrals. The services shall also support improvement in scholastic criteria as set forth in the student's IEP or 504 Plan. Applicant responses should seek to detail how work is evaluated and reviewed by supervisors, to what degree providers are accountable for providing sound interventions and how the services will be of educational benefit to students in accordance with the requirements set forth in this RFP.

D. Coordination of Services

The applicant shall demonstrate the capability to coordinate services with other agencies and resources in the community.

The applicant shall submit policies and procedures designed to insure the smooth transfer of services, including the storage, retrieval and transmission of any notes, files and documents, in any form, relevant and important to the transfer of services between and among the providers and the DOE.

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 are appropriate and meet all requirements, including but not limited to ADA requirements, as applicable, and special equipment that may be required for the services.

F. Operational Plan

The applicant should describe in detail how it would address operational issues relating to the delivery of the services covered in this RFP. Specifically, the applicant should detail: 1) how it will handle new referrals that result in educational benefits; 2) its policies and procedures for initiating services; 3) how it will ensure that records and reports are accounted for within timelines; 4) how it monitors and verifies service delivery prior to and after billing claims have been submitted; 5) how it will comply with the terms of this RFP or subsequent contract; 6) how the applicant addresses concerns about its service providers; and 7) how it resolves questions of provider conduct or performance.

If applicable, the applicant response should detail how the plan reflects past practice, or how it has been modified from the applicant's prior method of operation. If the applicant has no prior history servicing this population in Hawaii for the Departments of Education, then it should demonstrate how these policies and procedures would be fully adhered to and provide some measure of verification in the proposal that they will be faithfully implemented if a contract is awarded.

3.3 Project Organization and Staffing

A. Staffing

1. Proposed Staffing

The applicant shall describe the proposed staffing pattern, client/staff ratio and proposed caseload capacity appropriate for the viability of the services. (Refer to the personnel requirements in the *Service Specifications*, as applicable.)

This should be reflected in the supporting resumes or curriculum vitae attached as part of the applicant's response. For each service type specified in the scope of services, the applicant should illustrate what it considers the norm for the qualifications and level of education or experience of its providers.

2. Staff Qualifications

The applicant shall provide the minimum qualifications (including experience) for staff assigned to the program. (Refer to the qualifications in the Service Specifications, as applicable)

The applicant shall also describe how staff is evaluated not only for the mandatory background checks, but also for competence and ability to deliver the services in conformity with the applicant's own policies and within the requirements of this RFP.

The applicant shall describe in detail the method and means they use to ensure that all employees are free of legal entanglements which may be relevant to their work, including but not limited to criminal convictions. In particular, the applicant must describe how they conduct employee background checks encompassing all previous places of residence.

B. Project Organization

1. Supervision and Training

The applicant shall describe its ability to supervise, train and provide administrative direction relative to the delivery of the proposed services.

The supervision ratios of supervisors to staff should be identified for each service activity. The applicant's ability to train its personnel should be specifically addressed. A description of the training program, how it will be enforced and implemented, and what it entails should be specifically described.

In addition, the applicants should describe in detail how staff is monitored to ensure they not only complete the required training, but also that they practice those training principles on the job. Furthermore, the applicant should describe any remedial actions utilized such as retraining

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.

3.4 Service Delivery

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 generic response to how services will be addressed will not be scored highly. This section should contemplate the methodology, program integration, and allow a reviewer to differentiate one response from another.

Responses must include the provision of all services listed in this RFP. Applicants may not choose to omit any of the services in their response. Failure to address all of the service activities will be deemed as non-responsive and the proposal shall be rejected.

Applicants shall provide services for all schools within the district(s) they propose to serve, including those schools in remote complex areas. Pay particular attention to the district’s definition of geographic area. For a list of schools within each district, go to: <http://nssb.k12.hi.us/cgi-bin/clinks/main.cgi>.

**Table 1
 ANTICIPATED ANNUAL HOURS NEEDED BY ISLAND FOR PSYCHIATRIC SERVICES**

District	No. of Students	Number of Psychiatric Diagnostic Evaluation	Number of Psychiatric Medication Evaluation	Hours of Psychiatric Medication Management	Educational Team Planning and Participation	School Consultation	Court/Due Process Hearing Testimony
Honolulu	15	0	0	116	0	0	0
Central	6	0	0	72	0	0	0
Windward	4	0	0	33	0	0	0
Leeward	12	0	0	80	0	0	0
Kauai	145	NO DATA	NO DATA	500	NO DATA	NO DATA	NO DATA
Hawaii East/South	55	20	0	350	0	0	0
Hawaii West/North	2	1	0	24	0	0	0
Maui	32	17	0	384	0	0	0
Total	271	38	0	1559	0	0	0

Anticipated Needs By Level of Care based on estimates of SY'12 -'13 Data. Due to restructuring in Kauai, it is anticipated that the number of students needing medication management will be reduced to less than 20 students.

3.5 Financial

A. Pricing Structure

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. Applicant must serve all islands and bid unit cost to include all that is necessary to meet the need, thus the ability to use tele-health.

A fixed unit of service rate will be established by the DOE. An applicant must submit a cost proposal utilizing the unit cost pricing structure as designated by the DOE. The cost proposal must be attached to the proposal application for those specific services as listed on Attachment 2, Rate and Summary Cost Worksheet.

The DOE will not consider proposals for services with rates that are above the amounts set forth in the DOE Rate and Cost Summary Worksheet.

This RFP seeks to purchase services on an as needed basis. The applicant should establish a reasonable estimate of the minimum number of service units it can provide for which there is sufficient operating capacity (e.g., adequate, planned and budgeted space, equipment, staff, travel, lodging, car rental, per diem etc.) Applicants should provide a minimum number of units they can deliver for each geographic area by level of care to assist the DOE in determining applicant's capacity to serve.

All budget forms, instructions and samples are located on the SPO website. (See subsection 1.2, Websites References for website address.) The following budget form(s) shall be submitted with the Proposal Application:

SPO-H-205 Budget

SPO-H-206A Personnel Salaries and Wages

SPO-H-206B Personnel Payroll Taxes, Assessments and Fringe

SPO-H-206C Travel Inter-Island

SPO-H-206D Travel Out of State

SPO-H-206E Contractual Services - Administrative

SPO-H-206F Contractual Services - Subcontracts

When preparing the SPO-H-205 Budget form, the first column should be used to reflect the total cost of the proposal (**i.e., total budget for all services across all districts**). Applicants should use the additional columns for each specific service they are applying for to reflect the associated costs in delivering that service (**i.e., total budget by each service specification-Psychiatric Diagnostic Eval., Psychiatric Medication Eval., etc.**). If there is a set cost for some aspect of the service delivery, such as an office, the percentage of the cost should be assigned to each service as it relates to that cost. If an applicant is responding to more services than will fit on one form, they may continue on additional forms as needed.

DOE reserves the right to ask for additional information (i.e., information supporting or justifying service delivery, or monthly group rate) from each applicant. Additional information must be available for review during the proposal evaluation period.

B. Other Financial Related Materials

1. Accounting System

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 description of how applicant's accounting system is organized to handle the contract;
- A description of the applicant's billing procedures including, if applicable, the procedures in which subcontractors are paid;
- Addressing the applicant's ability to learn, adopt and integrate the DOE billing and invoicing system.
- Name of individual responsible for the accounting/billing system and his/her qualifications and position description;
- Applicant's most recent program annual report (if available);
- Applicant's most recent financial audit (if available);
- Description of the internal control structure used in the accounting system; and
- If accounting work is subcontracted, please describe.

2. Information System

The applicant shall describe the organization's current type of computer hardware, software, any plans for major changes to comply with **Section 2 Service Specifications, B.7.** (Reporting requirements for program and fiscal data, and the capability of your staff to use the system.)

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.

Otherwise eligible applicants who meet all requirements based on the rating listed in this section may be qualified to enter into a contract with the DOE. ***In order to be eligible for a contract award, the applicant(s) must receive a score of ninety (90) points or better as detailed in this section.*** The two highest-scoring eligible and qualified applicants will be placed in DOE's pool of qualified providers. Services will be procured from the contracted agencies on an as needed basis, and any referrals will be determined by the applicable SSC or designated DOE representative. Selection will be based upon various factors including the applicant's responsiveness to the RFP, quality of providers, specific expertise, fit of the provider, ability to provide services in both urban and rural settings on Kauai, Oahu, Molokai, Lanai, Maui and Hawaii islands and meet the needs and interests of the DOE.

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

Program Overview	0 points
Experience and Capability	15 points

100 Points

Project Organization and Staffing	18 points
Service Delivery	60 points
Financial	07 Points

TOTAL POSSIBLE POINTS

100 Points

4.3 Evaluation Criteria

A. Phase 1 - Evaluation of Proposal Requirements

1. Administrative Requirements

- Application Checklist
- Registration (if not pre-registered with SPO)
- Federal Certifications
- Rate Schedule

2. Proposal Application Requirements

- Proposal Application Identification Form (Form SPOH-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)

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. This should not be a long drawn out narrative but a concise review of the proposal.

- The applicant has demonstrated a thorough understanding of the purpose and scope of the service activity.
- The goals and objectives are in alignment with the proposed service activity.
- The applicant has described how the proposed service is designed to meet the pertinent issues and problems related to the service activity.
- The applicant demonstrates a clear understanding of delivery of this service that uses clinical interventions that result in educational benefit.

- The applicant demonstrates a clear understanding of how to deliver these services in concert with the goals and philosophical approach of the Department of Education, and will incorporate its efforts under the IDEIA-2004, Section 504, Subpart D, and the CASSP principles and integrate these efforts in assisting students to achieve school success.

Applicants should pay particular attention to the evaluation criteria for the following sections as proposal applications will be scored by sections. A generic response to how services will be addressed will not be scored highly. The proposal application should contemplate the methodology, program integration, and allow a reviewer to differentiate one response from another

1. Experience and Capability (15 Points)

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

A. Necessary Skills

- Staff have demonstrated skills, abilities, knowledge of, and experience relating to the delivery of the proposed services that result in educational benefit for students. [3 points]
- Staff have demonstrated skills, abilities, knowledge of, and experience relating to the delivery of evidence based interventions. [3 points]

B. Experience

- Staff have the experience and capacity in the delivery of the services and their knowledge or expertise in the interventions in working with the target IDEA and 504 population. [3 points]

C. Quality Assurance and Evaluation

- Sufficiency of quality assurance and improvement plans (QAIP) for the proposed services that address and result in educational benefits, including methodology. [3 points]
- Demonstration of the applicant's specific operational plan to manage and oversee the delivery of services. [2 points]

D. Coordination of Services

- Demonstrated capability to coordinate services with other agencies and resources in the community. [1 points]

2. Project Organization and Staffing (18 Points)

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

A. Staffing

- That the proposed staffing pattern, student/staff ratio, and proposed caseload capacity is reasonable to insure viability of the services:
 - Does the applicant have sufficient staff reflected in the attached resumes or curriculum vitae to provide the amount of services proposed? **[1 points]**
 - Does the applicant have a clearly detailed and viable plan for obtaining necessary staff? **[1 point]**
- Minimum qualifications (including experience) for staff assigned to the program:
 - The applicant should have detailed and demonstrated a background review process. **[1 points]**
 - The applicant should have a detailed screening process for determining competency of providers to deliver evidence based interventions that result in educational benefits in line with the applicant's policies and the requirements of this RFP. **[2 points]**

B. Project Organization

- Demonstrated ability to supervise and provide administrative direction to staff relative to the delivery of the proposed services. **[2 points]**
- The supervision ratios of supervisors to staff are reasonable to ensure proper oversight and that the ratios are reflective of the degree of oversight needed for the respective ability of the individual providers. **[2 points]**
- The applicant's ability to train its personnel in understanding educational benefit is specifically addressed. **[2 points]**
- Evidence of the training program and what it entails, with desired learner outcomes including target population specific topics and should be specifically described. **[4 points]**
- How applicant will document and enforce training requirements. **[2 points]**
- Organization Chart (Approach and rationale for the structure, functions, and staffing of the proposed organization for the overall service activity and tasks). **[1 point]**

3. Service Delivery (60 Points)

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

- Given the service description of the required services in this RFP, the response has clearly detailed an understanding of the service in terms of the service operations and service activities that result in

educational benefit and how this will translate to actual provision of the service as related to the target population. **[13 points]**

- The means in ensuring prompt responses to referral, and a detailed description of the applicant's policies and procedures on how services are referred to their providers. **[1 points]**
- The response should clearly demonstrate how the referral system will avoid service delays or keep the DOE apprised of service gaps. **[4 points]**
- The response should also address how the applicant will address the provision of substitutes or coverage when provider is out. **[1 points]**
- The response will show how the applicant will address the issue of informing the schools of provider absences. **[2 points]**
- The response should address how the applicant will service the remote or out-lying areas in the proposed school district(s) and ensure services will be available throughout all the districts. **[7 points]**
- For each service, it should be clearly detailed how the tasks will be accomplished in a manner that will demonstrate progress towards meeting clinical needs that result in an educational benefit **[5 points]**
- Evidence that the service activities are of educational benefit and in conformity with best practices as described in peer reviewed established professional publications for the target population. **[1 points]**
- Demonstration of the applicant's commitment to understanding, communicating and implementing psychiatric interventions that promote the least restrictive setting, allowing a student to benefit from his or her educational placement. **[5 points]**
- Demonstration of the applicant's policies and procedures for identifying, addressing and managing the transfer of students. **[5 points]**
- Clearly addresses how the services will be delivered collaboratively with the DOE, and will focus on assisting the student to make progress towards service plan objectives. **[8 points]**
- Description how applicant's providers will collaborate and problem solve with classroom teachers. **[8 points]**

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

5. Financial (7 Points)

The DOE will evaluate the applicant's cost proposal(s) and description of the applicant's overall fiscal operations that will include:

- Description of how applicant's accounting system is organized to support contract implementation. **[2 points]**

- Description of adequacy of accounting system and infrastructure to support electronic/manual billing requirements including a demonstration of the applicant's ability to accurately track cost of related services by students served. [*1 point*]
- Description of the applicant's ability to address how to learn, adopt and integrate the DOE billing and invoicing system with their own. [*2 points*]
- Description of the applicant's billing procedures including, if applicable, the procedures in which employees or agents are paid. [*1 points*]
- Description of the internal control structure used in the accounting system. [*1 point*]

B. 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

- Attachment A. Proposal Application Checklist
- Attachment B. Sample Proposal Table of Contents
- Attachment C. Wage Certification
- Attachment D. Rate Schedule
- Attachment E. Federal Certifications
- Attachment F. General Conditions
- Exhibit A. Service Requirements and Activities
- Attachment 1. Contract Minimum and Special Conditions
- Attachment 2. Rate and Cost Summary Worksheet

Proposal Application Checklist

Applicant: _____ RFP No.: _____

The applicant's proposal must contain the following components in the order shown below. Return this checklist to the purchasing agency as part of the Proposal Application. SPOH forms are on the SPO website.

Item	Reference in RFP	Format/Instructions Provided	Required by Purchasing Agency	Applicant to place "X" for items included in Proposal
General:				
Proposal Application Identification Form (SPOH-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 (SPOH-200A)	Section 3, RFP	SPO Website*	X	
Hawaii Compliance Express Verification Certificate	Section 1, RFP	Hawaii Compliance Express 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		
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*	X	
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*		
SPO-H-206I	Section 3, RFP	SPO Website*		
SPO-H-206J	Section 3, RFP	SPO Website*		
Certifications:				
<i>Federal Certifications</i>		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:				
Financial Audit (if available)			X	
Program Annual Report (if available)			X	

*Refer to subsection 1.2, Website Reference for website address.

Sample

Proposal Application Table of Contents

1.0	Program Overview	1
2.0	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
3.0	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)	
4.0	Service Delivery	12
5.0	Financial	20
	See Attachments for Cost Proposal	
6.0	Litigation	20
7.0	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 Audit for fiscal year ended June 30, 1996	
	C. Organization Chart	
	Program	
	Organization-wide	
	D. Performance and Output Measurement Tables	
	Table A	
	Table B	
	Table C	
	E. Program Specific Requirements	

WAGE CERTIFICATE

Subject: Project No. RFP F14-031

Description of Project: Psychiatric Services

Pursuant to §103-55, HRS, I hereby certify that, if awarded a contract of \$25,000.00 or more, and that either:

- I. Services to be performed will be performed in accordance with the following conditions:
 - a. The services to be rendered shall be performed by employees paid at wages or salaries not less than wages paid to the public officers and employees for similar work, if similar positions are listed in the classification plan of the public sector, and
 - b. All applicable laws of the Federal and State governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with.

PROVIDER shall be obliged to notify its employees performing work under this contract of the provisions of §103-55, HRS, and the current wage rate for public employees performing similar work. The PROVIDER may meet this obligation by posting a notice to this effect in the PROVIDER's place of business accessible to all employees, or the PROVIDER may include such notice with each paycheck or pay envelope furnished to the employee

I understand that, in addition to the base wages required by §103-55, HRS, all payments required by Federal and State laws that employers must make for the benefit of their employees shall be paid.

OR

- II. I am exempt from these requirements as provided for under to §103-55(c), HRS.

PROVIDER: _____

By Its (signature): _____

Title: _____

Date: _____

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, Ineligibility, 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 sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans and cooperative agreements) and that all sub recipients 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 sub awards which contain provisions for children's services and that all sub recipients 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 and mental health of the American people.

2.1	Signature of Authorized Certifying Official	2.2	Title
2.3	Applicant Organization	2.4	Date Submitted

Attachment 2. Rate and Cost Summary Worksheet

APPLICANT:

GEOGRAPHIC AREA: Statewide Service (Kauai, Oahu, Molokai, Maui, Lanai, and Hawaii Islands)

Bid Proposal	Unit Measure	Column A Proposed Unit Rate or Flat Rate	Column B Total Hourly Cost
Type of Service (Unit Measure)			
Psychiatric Medication Evaluation			
All Credential Levels	Flat Rate	\$750	n/a
Psychiatric Diagnostic Evaluation			
All Credential Levels	Flat Rate	\$1500	n/a
Psychiatric Medication Management			
All Credential Levels	Five Minutes	\$30	\$360
Educational Team Planning and Participation			
All Credential Levels	Five Minutes	\$30	\$360
School Consultation			
All Credential Levels	Five Minutes	\$30	\$360
Court / Due Process Hearing Testimony			
All Credential Levels	Five Minutes	\$30	\$360
GRAND TOTAL			

*When preparing this worksheet, please refer to Section 3, Proposal Application Instructions, V. Financial, A. Pricing Structure.

GENERAL CONDITIONS FOR HEALTH & HUMAN SERVICES CONTRACTS

1. Representations and Conditions Precedent

1.1 Contract Subject to the Availability of State and Federal Funds.

1.1.1 State Funds. This Contract is, at all times, subject to the appropriation and allotment of state funds, and may be terminated without liability to either the PROVIDER or the STATE in the event that state funds are not appropriated or available.

1.1.2 Federal Funds. To the extent that this Contract is funded partly or wholly by federal funds, this Contract is subject to the availability of such federal funds. The portion of this Contract that is to be funded federally shall be deemed severable, and such federally funded portion may be terminated without liability to either the PROVIDER or the STATE in the event that federal funds are not available. In any case, this Contract shall not be construed to obligate the STATE to expend state funds to cover any shortfall created by the unavailability of anticipated federal funds.

1.2 Representations of the PROVIDER. As a necessary condition to the formation of this Contract, the PROVIDER makes the representations contained in this paragraph, and the STATE relies upon such representations as a material inducement to entering into this Contract.

1.2.1 Compliance with Laws. As of the date of this Contract, the PROVIDER complies with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the PROVIDER's performance of this Contract.

1.2.2 Licensing and Accreditation. As of the date of this Contract, the PROVIDER holds all licenses and accreditations required under applicable federal, state, and county laws, ordinances, codes, rules, and regulations to provide the Required Services under this Contract.

1.3 Compliance with Laws. The PROVIDER shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the PROVIDER's performance of this Contract, including but not limited to the laws specifically enumerated in this paragraph:

1.3.1 Smoking Policy. The PROVIDER shall implement and maintain a written smoking policy as required by Chapter 328K, Hawaii Revised Statutes (HRS), or its successor provision.

1.3.2 Drug Free Workplace. The PROVIDER shall implement and maintain a drug free workplace as required by the Drug Free Workplace Act of 1988.

- 1.3.3 Persons with Disabilities. The PROVIDER shall implement and maintain all practices, policies, and procedures required by federal, state, or county law, including but not limited to the Americans with Disabilities Act (42 U.S.C. §12101, et seq.), and the Rehabilitation Act (29 U.S.C. §701, et seq.).
- 1.3.4 Nondiscrimination. No person performing work under this Contract, including any subcontractor, employee, or agent of the PROVIDER, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.
- 1.4 Insurance Requirements. The PROVIDER shall obtain from a company authorized by law to issue such insurance in the State of Hawai'i commercial general liability insurance ("liability insurance") in an amount of at least TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) coverage for bodily injury and property damage resulting from the PROVIDER's performance under this Contract. The PROVIDER shall maintain in effect this liability insurance until the STATE certifies that the PROVIDER's work under the Contract has been completed satisfactorily.
- The liability insurance 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.
- A certificate of the liability insurance shall be given to the STATE by the PROVIDER. The certificate shall provide that the STATE and its officers and employees are Additional Insureds. The certificate shall provide that the coverages being certified will not be cancelled or materially changed without giving the STATE at least 30 days prior written notice by registered mail.
- Should the "liability insurance" coverages be cancelled before the PROVIDER's work under the Contract is certified by the STATE to have been completed satisfactorily, the PROVIDER shall immediately procure replacement insurance that complies in all respects with the requirements of this section.
- Nothing in the insurance requirements of this Contract shall be construed as limiting the extent of PROVIDER's responsibility for payment of damages resulting from its operations under this Contract, including the PROVIDER's separate and independent duty to defend, indemnify, and hold the STATE and its officers and employees harmless pursuant to other provisions of this Contract.
- 1.5 Notice to Clients. Provided that the term of this Contract is at least one year in duration, within 180 days after the effective date of this Contract, the PROVIDER shall create written procedures for the orderly termination of services to any clients receiving the Required Services under this Contract, and for the transition to services supplied by another provider upon termination of this Contract, regardless of the circumstances of such termination. These procedures shall include, at

the minimum, timely notice to such clients of the termination of this Contract, and appropriate counseling.

- 1.6 Reporting Requirements. The PROVIDER shall submit a Final Project Report to the STATE containing the information specified in this Contract if applicable, or otherwise satisfactory to the STATE, documenting the PROVIDER’s overall efforts toward meeting the requirements of this Contract, and listing expenditures actually incurred in the performance of this Contract. The PROVIDER shall return any unexpended funds to the STATE.
- 1.7 Conflicts of Interest. In addition to the Certification provided in the Standards of Conduct Declaration to this Contract, the PROVIDER represents that neither the PROVIDER nor any employee or agent of the PROVIDER, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the PROVIDER’s performance under this Contract.

2. Documents and Files

- 2.1 Confidentiality of Material.
 - 2.1.1 Proprietary or Confidential Information. All material given to or made available to the PROVIDER by virtue of this Contract that is identified as proprietary or confidential information shall be safeguarded by the PROVIDER and shall not be disclosed to any individual or organization without the prior written approval of the STATE.
 - 2.1.2 Uniform Information Practices Act. All information, data, or other material provided by the PROVIDER to the STATE shall be subject to the Uniform Information Practices Act, chapter 92F, HRS, and any other applicable law concerning information practices or confidentiality.
- 2.2 Ownership Rights and Copyright. The STATE shall have complete ownership of all material, both finished and unfinished that is developed, prepared, assembled, or conceived by the PROVIDER pursuant to this Contract, and all such material shall be considered “works made for hire.” All such material shall be delivered to the STATE upon expiration or termination of this Contract. The STATE, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the PROVIDER pursuant to this Contract.
- 2.3 Records Retention. The PROVIDER and any subcontractors shall maintain the books and records that relate to the Contract, and any cost or pricing data for three (3) years from the date of final payment under the Contract. In the event that any litigation, claim, investigation, audit, or other action involving the records retained under this provision arises, then such records shall be retained for three (3) years from the date of final payment, or the date of the resolution of the action, whichever occurs later. During the period that records are retained under this section, the

PROVIDER and any subcontractors shall allow the STATE free and unrestricted access to such records.

3. Relationship between Parties

- 3.1 Coordination of Services by the STATE. The STATE shall coordinate the services to be provided by the PROVIDER in order to complete the performance required in the Contract. The PROVIDER shall maintain communications with the STATE at all stages of the PROVIDER's work, and submit to the STATE for resolution any questions which may arise as to the performance of this Contract.
- 3.2 Subcontracts and Assignments. The PROVIDER may assign or subcontract any of the PROVIDER's duties, obligations, or interests under this Contract, but only if (i) the PROVIDER obtains the prior written consent of the STATE and (ii) the PROVIDER's assignee or subcontractor submits to the STATE a tax clearance certificate from the Director of Taxation, State of Hawai'i, and the Internal Revenue Service showing that all delinquent taxes, if any, levied or accrued under state law against the PROVIDER's assignee or subcontractor have been paid. Additionally, no assignment by the PROVIDER of the PROVIDER's right to compensation under this Contract shall be effective unless and until the assignment is approved by the Comptroller of the State of Hawai'i, as provided in section 40-58, HRS.
- 3.3 Change of Name. When the PROVIDER asks to change the name in which it holds this Contract, the STATE, shall, upon receipt of a document acceptable or satisfactory to the STATE indicating such change of name such as an amendment to the PROVIDER's articles of incorporation, enter into an amendment to this Contract with the PROVIDER to effect the change of name. Such amendment to this Contract changing the PROVIDER's name shall specifically indicate that no other terms and conditions of this Contract are thereby changed, unless the change of name amendment is incorporated with a modification or amendment to the Contract under paragraph 4.1 of these General Conditions.
- 3.4 Independent Contractor Status and Responsibilities, Including Tax Responsibilities.
- 3.4.1 Independent Contractor. In the performance of services required under this Contract, the PROVIDER is an "independent contractor," with the authority and responsibility to control and direct the performance and details of the work and services required under this Contract; however, the STATE shall have a general right to inspect work in progress to determine whether, in the STATE's opinion, the services are being performed by the PROVIDER in compliance with this Contract.
- 3.4.2 Contracts with Other Individuals and Entities. Unless otherwise provided by special condition, the STATE shall be free to contract with other individuals and entities to provide services similar to those performed by the Provider under this Contract, and the

PROVIDER shall be free to contract to provide services to other individuals or entities while under contract with the STATE.

3.4.3 PROVIDER's Employees and Agents. The PROVIDER and the PROVIDER's employees and agents are not by reason of this Contract, agents or employees of the State for any purpose. The PROVIDER and the PROVIDER's employees and agents shall not be entitled to claim or receive from the STATE any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to state employees. Unless specifically authorized in writing by the STATE, the PROVIDER and the PROVIDER's employees and agents are not authorized to speak on behalf and no statement or admission made by the PROVIDER or the PROVIDER's employees or agents shall be attributed to the STATE, unless specifically adopted by the STATE in writing.

3.4.4 PROVIDER's Responsibilities. The PROVIDER shall be responsible for the accuracy, completeness, and adequacy of the PROVIDER's performance under this Contract.

Furthermore, the PROVIDER intentionally, voluntarily, and knowingly assumes the sole and entire liability to the PROVIDER's employees and agents, and to any individual not a party to this Contract, for all loss, damage, or injury caused by the PROVIDER, or the PROVIDER's employees or agents in the course of their employment.

The PROVIDER shall be responsible for payment of all applicable federal, state, and county taxes and fees which may become due and owing by the PROVIDER by reason of this Contract, including but not limited to (i) income taxes, (ii) employment related fees, assessments, and taxes, and (iii) general excise taxes. The PROVIDER also is responsible for obtaining all licenses, permits, and certificates that may be required in order to perform this Contract.

The PROVIDER shall obtain a general excise tax license from the Department of Taxation, State of Hawai'i, in accordance with section 237-9, HRS, and shall comply with all requirements thereof. The PROVIDER shall obtain a tax clearance certificate from the Director of Taxation, State of Hawai'i, and the Internal Revenue Service showing that all delinquent taxes, if any, levied or accrued under state law against the PROVIDER have been paid and submit the same to the STATE prior to commencing any performance under this Contract. The PROVIDER shall also be solely responsible for meeting all requirements necessary to obtain the tax clearance certificate required for final payment under section 103-53, HRS, and these General Conditions.

The PROVIDER is responsible for securing all employee-related insurance coverage for the PROVIDER and the PROVIDER's employees and agents that is or may be required by law, and for payment of all premiums, costs, and other liabilities associated with securing the insurance coverage.

3.5 Personnel Requirements.

3.5.1 Personnel. The PROVIDER shall secure, at the PROVIDER's own expense, all personnel required to perform this Contract, unless otherwise provided in this Contract.

3.5.2 Requirements. The PROVIDER shall ensure that the PROVIDER's employees or agents are experienced and fully qualified to engage in the activities and perform the services required under this Contract, and that all applicable licensing and operating requirements imposed or required under federal, state, or county law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.

4. Modification and Termination of Contract

4.1 Modification of Contract.

4.1.1 In Writing. Any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract permitted by this Contract shall be made by written amendment to this Contract, signed by the PROVIDER and the STATE.

4.1.2 No Oral Modification. No oral modification, alteration, amendment, change, or extension of any term, provision or condition of this Contract shall be permitted.

4.1.3 Tax Clearance. The STATE may, at its discretion, require the PROVIDER to submit to the STATE, prior to the STATE's approval of any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract, a tax clearance from the Director of Taxation, State of Hawai'i, and the Internal Revenue Service showing that all delinquent taxes, if any, levied or accrued under state and federal law against the PROVIDER have been paid.

4.2 Termination in General. This Contract may be terminated in whole or in part because of a reduction of funds available to pay the PROVIDER, or when, in its sole discretion, the STATE determines (i) that there has been a change in the conditions upon which the need for the Required Services was based, or (ii) that the PROVIDER has failed to provide the Required Services adequately or satisfactorily, or (iii) that other good cause for the whole or partial termination of this Contract exists. Termination under this section shall be made by a written notice sent to the PROVIDER ten (10) working days prior to the termination date that includes a brief statement of the reason for the termination. If the Contract is terminated under this paragraph, the PROVIDER shall cooperate with the STATE to effect an orderly transition of services to clients.

- 4.3 Termination for Necessity or Convenience. If the STATE determines, in its sole discretion, that it is necessary or convenient, this Contract may be terminated in whole or in part at the option of the STATE upon ten (10) working days' written notice to the PROVIDER. If the STATE elects to terminate under this paragraph, the PROVIDER shall be entitled to reasonable payment as determined by the STATE for satisfactory services rendered under this Contract up to the time of termination. If the STATE elects to terminate under this section, the PROVIDER shall cooperate with the STATE to effect an orderly transition of services to clients.
- 4.4 Termination by PROVIDER. The PROVIDER may withdraw from this Contract after obtaining the written consent of the STATE. The STATE, upon the PROVIDER's withdrawal, shall determine whether payment is due to the PROVIDER, and the amount that is due. If the STATE consents to a termination under this paragraph, the PROVIDER shall cooperate with the STATE to effect an orderly transition of services to clients.
- 4.5 STATE's Right of Offset. The STATE may offset against any monies or other obligations that STATE owes to the PROVIDER under this Contract, any amounts owed to the State of Hawai'i by the PROVIDER under this Contract, or any other contract, or pursuant to any law or other obligation owed to the State of Hawai'i by the PROVIDER, including but not limited to the payment of any taxes or levies of any kind or nature. The STATE shall notify the PROVIDER in writing of any exercise of its right of offset and the nature and amount of such offset. For purposes of this paragraph, amounts owed to the State of Hawai'i shall not include debts or obligations which have been liquidated by contract with the PROVIDER, and that are covered by an installment payment or other settlement plan approved by the State of Hawai'i, provided, however, that the PROVIDER shall be entitled to such exclusion only to the extent that the PROVIDER is current, and in compliance with, and not delinquent on, any payments, obligations, or duties owed to the State of Hawai'i under such payment or other settlement plan.

5. Indemnification

- 5.1 Indemnification and Defense. The PROVIDER shall defend, indemnify, and hold harmless the State of Hawai'i, the contracting agency, and their officers, employees, and agents from and against any and all liability, loss, damage, cost, expense, including all attorneys' fees, claims, suits, and demands arising out of or in connection with the acts or omissions of the PROVIDER or the PROVIDER's employees, officers, agents, or subcontractors under this Contract. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Contract.
- 5.2 Cost of Litigation. In case the STATE shall, without any fault on its part, be made a party to any litigation commenced by or against the PROVIDER in connection with this Contract, the PROVIDER shall pay any cost and expense incurred by or imposed on the STATE, including attorneys' fees.

6. Publicity

- 6.1 Acknowledgment of State Support. The PROVIDER shall, in all news releases, public statements, announcements, broadcasts, posters, programs, computer postings, and other printed, published, or electronically disseminated materials relating to the PROVIDER's performance under this Contract, acknowledge the support by the State of Hawai'i and the purchasing agency.
- 6.2 PROVIDER's Publicity Not Related to Contract. The PROVIDER shall not refer to the STATE, or any office, agency, or officer thereof, or any state employee, or to the services or goods, or both provided under this Contract, in any of the PROVIDER's publicity not related to the PROVIDER's performance under this Contract, including but not limited to commercial advertisements, recruiting materials, and solicitations for charitable donations.

7. Miscellaneous Provisions

- 7.1 Nondiscrimination. No person performing work under this Contract, including any subcontractor, employee, or agent of the PROVIDER, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.
- 7.2 Paragraph Headings. The paragraph headings appearing in this Contract have been inserted for the purpose of convenience and ready reference. They shall not be used to define, limit, or extend the scope or intent of the sections to which they pertain.
- 7.3 Antitrust Claims. The STATE and the PROVIDER recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, the PROVIDER hereby assigns to the STATE any and all claims for overcharges as to goods and materials purchased in connection with this Contract, except as to overcharges which result from violations commencing after the price is established under this Contract and which are not passed on to the STATE under an escalation clause.
- 7.4 Governing Law. The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, shall be governed by the laws of the State of Hawai'i. Any action at law or in equity to enforce or interpret the provisions of this Contract shall be brought in a state court of competent jurisdiction in Honolulu, Hawai'i.
- 7.5 Conflict between General Conditions and Procurement Rules. In the event of a conflict between the General Conditions and the Procurement Rules or a Procurement Directive, the Procurement Rules or any Procurement Directive in effect on the date this Contract became effective shall control and are hereby incorporated by reference.
- 7.6 Entire Contract. This Contract sets forth all of the contracts, conditions, understandings, promises, warranties, and representations between the STATE and the PROVIDER relative to this Contract. This Contract supersedes all prior agreements, conditions, understandings,

promises, warranties, and representations, which shall have no further force or effect. There are no contracts, conditions, understandings, promises, warranties, or representations, oral or written, express or implied, between the STATE and the PROVIDER other than as set forth or as referred to herein.

- 7.7 Severability. In the event that any provision of this Contract is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Contract.
- 7.8 Waiver. The failure of the STATE to insist upon the strict compliance with any term, provision, or condition of this Contract shall not constitute or be deemed to constitute a waiver or relinquishment of the STATE’s right to enforce the same in accordance with this Contract. The fact that the STATE specifically refers to one provision of the Procurement Rules or one section of the Hawai‘i Revised Statutes, and does not include other provisions or statutory sections in this Contract shall not constitute a waiver or relinquishment of the STATE’s rights or the PROVIDER’s obligations under the Procurement Rules or statutes.
- 7.9 Execution in Counterparts. This Contract may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one instrument.

8. Confidentiality of Personal Information

8.1 Definitions.

8.1.1 Personal Information. “Personal Information” means an individual’s first name or first initial and last name in combination with any one or more of the following data elements, when either name or data elements are not encrypted:

- 1) Social Security number;
- 2) Driver’s license number or Hawaii identification card number; or
- 3) Account number, credit or debit card number, access code, or password that would permit access to an individual’s financial information.

Personal information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

8.1.2 Technological Safeguards. “Technological safeguards” means the technology and the policy and procedures for use of the technology to protect and control access to personal information.

8.2 Confidentiality of Material.

8.2.1 Safeguarding of Material. All material given to or made available to the PROVIDER by the STATE by virtue of this Contract which is identified as personal information, shall be safeguarded by the PROVIDER and shall not be disclosed without the prior written approval of the STATE.

8.2.2 Retention, Use, or Disclosure. PROVIDER agrees not to retain, use, or disclose personal information for any purpose other than as permitted or required by this Contract.

8.2.3 Implementation of Technological Safeguards. PROVIDER agrees to implement appropriate “technological safeguards” that are acceptable to the STATE to reduce the risk of unauthorized access to personal information.

8.2.4 Reporting of Security Breaches. PROVIDER shall report to the STATE in a prompt and complete manner any security breaches involving personal information.

8.2.5 Mitigation of Harmful Effect. PROVIDER agrees to mitigate, to the extent practicable, any harmful effect that is known to PROVIDER because of a use or disclosure of personal information by PROVIDER in violation of the requirements of this paragraph.

8.2.6 Log of Disclosures. PROVIDER shall complete and retain a log of all disclosures made of personal information received from the STATE, or personal information created or received by PROVIDER on behalf of the STATE.

8.3 Security Awareness Training and Confidentiality Agreements.

8.3.1 Certification of Completed Training. PROVIDER certifies that all of its employees who will have access to the personal information have completed training on security awareness topics related to protecting personal information.

8.3.2 Certification of Confidentiality Agreements. PROVIDER certifies that confidentiality agreements have been signed by all of its employees who will have access to the personal information acknowledging that:

- 1) The personal information collected, used, or maintained by the PROVIDER will be treated as confidential;
- 2) Access to the personal information will be allowed only as necessary to perform the Contract; and
- 3) Use of the personal information will be restricted to uses consistent with the services subject to this Contract.

8.4 Termination for Cause. In addition to any other remedies provided for by this Contract, if the STATE learns of a material breach by PROVIDER of this paragraph by PROVIDER, the STATE may at its sole discretion:

- 1) Provide an opportunity for the PROVIDER to cure the breach or end the violation; or
- 2) Immediately terminate this Contract.

In either instance, the PROVIDER and the STATE shall follow chapter 487N, HRS, with respect to notification of a security breach of personal information.

8.5 Records Retention.

8.5.1 Destruction of Personal Information. Upon any termination of this Contract, PROVIDER shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.

8.5.2 Maintenance of Files, Books, Records. The PROVIDER and any subcontractors shall maintain the files, books, and records, that relate to the Contract, including any personal information created or received by the PROVIDER on behalf of the STATE, and any cost or pricing data, for three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall not be disclosed without the prior written approval of the STATE. After the three (3) year retention period has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS.

**GENERAL CONDITIONS FOR HEALTH & HUMAN SERVICES CONTRACTS
TABLE OF CONTENTS**

	<u>Page(s)</u>
1. Representations and Conditions Precedent.....	1
1.1 Contract Subject to the Availability of State and Federal Funds.....	1
1.1.1 State Funds.....	1
1.1.2 Federal Funds.....	1
1.2 Representations of the PROVIDER.....	1
1.2.1 Compliance with Laws	1
1.2.2 Licensing and Accreditation	1
1.3 Compliance with Laws	1
1.3.1 Smoking Policy.....	1
1.3.2 Drug Free Workplace.....	1
1.3.3 Persons with Disabilities.....	2
1.3.4 Nondiscrimination.....	2
1.4 Insurance Requirements.....	2
1.5 Notice to Clients	2
1.6 Reporting Requirements	3
1.7 Conflicts of Interest.....	3
Documents and Files.....	3
Confidentiality of Material	3
Proprietary or Confidential Information	3
Uniform Information Practices Act	3
2.2 Ownership Rights and Copyright.....	3
2.3 Records Retention.....	3
3. Relationship between Parties.....	4
3.1 Coordination of Services by the STATE	4
3.2 Subcontracts and Assignments	4
3.3 Change of Name	4
Independent Contractor Status and Responsibilities, Including Tax Responsibilities	4
Independent Contractor.....	4

Contracts with other individuals and entities..... 4

PROVIDER’s employees and agents..... 5

PROVIDER’s Responsibilities 5

Personnel Requirements..... 6

 Personnel..... 6

 Requirements 6

4. Modification and Termination of Contract..... 6

 4.1 Modifications of Contract..... 6

 4.1.1 In writing..... 6

 4.1.2 No oral modification 6

 4.1.3 Tax clearance 6

 4.2 Termination in General..... 6

 4.3 Termination for Necessity or Convenience 7

 4.4 Termination by PROVIDER..... 7

 4.5 STATE’s Right of Offset..... 7

Indemnification..... 7

 5.1 Indemnification and Defense 7

 5.2 Cost of Litigation 7

6. Publicity..... 8

 6.1 Acknowledgment of State Support..... 8

 6.2 PROVIDER’s publicity not related to contract 8

7. Miscellaneous Provisions..... 8

 7.1 Nondiscrimination..... 8

 7.2 Paragraph Headings 8

 7.3 Antitrust Claims 8

 7.4 Governing Law 8

 7.5 Conflict between General Conditions and Procurement Rules..... 8

 7.6 Entire Contract..... 8

 7.7 Severability 9

 7.8 Waiver..... 9

7.9 Execution in Counterparts..... 9

8. Confidentiality of Personal Information..... 9

8.1 Definitions..... 9

 8.1.1 Personal Information..... 9

 8.1.2 Technological Safeguards..... 9

8.2 Confidentiality of Material 10

 8.2.1 Safeguarding of Material 10

 8.2.2 Retention, Use, or Disclosure 10

 8.2.3 Implementation of Technological Safeguards 10

 8.2.4 Reporting of Security Breaches 10

 8.2.5 Mitigation of Harmful Effect 10

 8.2.6 Log of Disclosures 10

8.3 Security Awareness Training and Confidentiality Agreements..... 10

 8.3.1 Certification of Completed Training..... 10

 8.3.2 Certification of Confidentiality Agreements 10

8.4 Termination for Cause 11

8.5 Records Retention..... 11

 8.5.1 Destruction of Personal Information..... 11

 8.5.2 Maintenance of Files, Books, Records 11

Exhibit A
SERVICE REQUIREMENTS AND ACTIVITIES

1. Introduction

The Hawaii Department of Education (the “DOE”, the “Department” or the “STATE”) administers the statewide system of public schools. The scope of education programs and services of the public schools encompasses grades kindergarten through twelve, and such pre-school programs and community/adult education curricula as may be authorized. In addition to regular programs of instruction and support services, the STATE offers special programs and services for students who are disabled, gifted, learning English as a second language, economically and culturally disadvantaged, at-risk students, or institutionally confined. Applicable Federal and State statutes and regulations govern the provision of some behavioral health services (e.g., 34 .F.R. Section 300 and Hawaii Administrative Rules Chapter 60 and 61).

In accordance with the Individuals with Disabilities Education Improvement Act (“IDEIA”) and Section 504 – Subpart D of the Rehabilitation Act of 1973 (as amended), the Department of Education strives to provide an integrated educational model for students with educational disabilities to realize reasonable benefits from their education.

The PROVIDER shall provide psychiatric services through the School-Based Behavioral Health models within the Comprehensive Student Support System (“CSSS”).

Services should be provided through an integrated educational model. The CSSS education model is a multi-tiered system of supports that is a strengths-based, multidisciplinary team decision-making model focusing on educational benefit. It is based upon the understanding that an individual’s capacity to meet academic expectations is the result of unique inherent characteristics and previous learning opportunities. It promotes the early identification of new learning opportunities to further increase the social, emotional, and behavioral repertoire of students.

2. Service Activities

The PROVIDER shall provide services in accordance with **Exhibit A, *Service Requirements and Activities***.

3. Target Population

The PROVIDER shall provide psychiatric services to students who are eligible for the services. The student must meet the following criteria:

- 3.1 The student has or is suspected of having a disability described in HAR Sections 8-60-1 to 8-60-84 (or subsequent revisions) or HAR sections 8-61-1 to 8-61-17 (or subsequent revisions) **and either:**

- 3.1.1. The student has an Individual Education Plan ("**IEP**") developed under criteria described in HAR Chapter 60, that is, the student is eligible for services under the criteria set forth in HAR Chapter 60 and the student needs special education and related services because of the disability; **or**
- 3.1.2. The student has a Section 504 Plan developed under criteria described in HAR Chapter 61, that is, the student is eligible for services under HAR Chapter 61 criteria and the student needs a modification plan and related services because of the disability; **and**
- 3.2. ~~The student resides in the State and comes within the following age range: (a) at least three years of age and (b) under 22 on the first instructional day of the school year set forth by the Department of Education; **and**~~
- 3.3. The student is currently exhibiting moderate to severe mental or behavioral health concern that is supported by multiple data sources (e.g., BASC-2, BIMAS, EBA, etc.) and is in need of behavioral or mental health services, as delineated in the IEP/504 goals and objectives, in order to benefit from his/her free and appropriate public education.

4. Provider Responsibilities

4.1. Personnel Requirements

4.1.1. Supervision Requirements

- 4.1.1.1. The PROVIDER may hire direct employees or establish a network of independent professional providers (hereafter agents). If the PROVIDER utilizes a network of independent providers, each agent must meet Hawaii State requirements to provide psychiatric services as an independent provider. The PROVIDER shall be responsible for the quality of work provided by its employees, agents, and volunteers. The PROVIDER shall also be responsible for monitoring the work of all agents. The PROVIDER must ensure that the expectations and responsibilities assumed by and between its employees are equally placed on agents.
- 4.1.1.2. The PROVIDER must train, monitor, investigate complaints, and cooperate fully with any STATE investigations, including but not limited to taking immediate necessary action, submitting and implementing corrective action plans, and disciplining any employee or agent for violations of any term or condition under this Contract.

4.1.2. Credential Requirements

- 4.1.2.1. The PROVIDER must maintain personnel files that include documentation of the training, supervision, appropriate credentialing, and ongoing performance of all employees, agents, and volunteers. The PROVIDER must complete and have available the prescribed DOE credentialing application for each employee, agent or volunteer.

- 4.1.2.2. In addition, the PROVIDER shall submit monthly personnel updates to reflect any changes in staffing (e.g., new hires, terminations, changes in credentialing) among the PROVIDER's officers, direct service employees, agents, and volunteers using the prescribed DOE provider update form. The PROVIDER shall notify the STATE, verbally within twenty-four (24) hours, upon any change in staffing that could reasonably be expected to affect the PROVIDER's ability to carry out its obligation under this Contract.
- 4.1.2.3. The PROVIDER must maintain written policies and procedures, subject to the STATE approval, that identify the PROVIDER's process for primary source verification of all personnel. Agencies must have all current licenses and if applicable, original transcripts on file for each provider providing services under this Contract.
- 4.1.2.4. When applicable, PROVIDERS must verify and document all of their claims regarding degrees from accredited institutions at the following websites: the U.S. Department of Education Database of Accredited Postsecondary Institutions and Programs at < www.ope.ed.gov/accreditation > and the council for Higher Education Accreditation at < www.chea.org >.

4.1.3. Criminal History Record Check Requirements

- 4.1.3.1. The PROVIDER shall conduct all reasonable investigations to determine whether an employee, agent, volunteer, or prospective employee has been convicted of any criminal offense pursuant to any law enforcement or military authority which would make the employee, agent, volunteer or prospective employee unsuited for working in close proximity to children. Furthermore, the PROVIDER shall inform the STATE if any employee, agent, volunteer or prospective employee who is providing services under this Contract has been convicted of a criminal offense. The STATE reserves the right to refuse the services of any employee, agent, volunteer or prospective employee of the PROVIDER for any reason or for no reason.
- 4.1.3.2. The PROVIDER shall require, at a minimum, annual local criminal history checks on all employees, agents, and volunteers including but not limited to administrative and direct service staff members who work in close proximity to children. The required criminal history checks shall be completed before any employee, agent or volunteer of the PROVIDER is assigned to any work site. The PROVIDER shall indemnify and defend the STATE for any liability or damages resulting from the PROVIDER's failure to conduct a criminal history check.
- 4.1.3.3. The PROVIDER shall maintain a record of the mandatory criminal history checks performed on each of its employees,

- agents, and volunteers in compliance with this Section.
- 4.1.3.4. Additionally, the PROVIDER shall at all times maintain a current list of all new employees, agents, and volunteers documenting the status and completion dates of the mandatory criminal history checks and other primary source verification.
- 4.1.3.5. The STATE reserves the right to monitor at least annually the PROVIDER's compliance with this section through either, or both, an on-site evaluation or a documents review.
- 4.1.3.6. Upon express statutory authority for the STATE to conduct national criminal history checks on contracted providers, a national criminal history check shall be required of all contract providers. All costs associated with conducting and processing criminal history checks of PROVIDER's employees, agents, and volunteers shall be borne by the PROVIDER.
- 4.1.4. Notification Requirements
- 4.1.4.1. The PROVIDER shall notify the STATE, verbally within twenty-four (24) hours, upon learning of the occurrence of any of the events indicated below:
- 4.1.4.1.1. Any employee, agent, subcontractor or volunteer's license to practice in the State of Hawaii is suspended, conditioned, revoked, expired, or terminated;
- 4.1.4.1.2. Any employee, agent, subcontractor or volunteer becomes the subject of any disciplinary proceeding or action before any Federal or State agency or Board, such as the Board of Medical Examiners or the Board of Nursing;
- 4.1.4.1.3. Any employee, agent, subcontractor or volunteer is convicted of a fraud or felony;
- 4.1.4.1.4. Any malpractice claim, judgment or settlement in which the PROVIDER or any of its employees, agents, or volunteers is named a defendant.
- 4.1.5. TB Clearance
- The PROVIDER shall require and maintain certification of TB examination for all employees, agents and volunteers issued within the twelve (12) month period preceding the start of employment of service under this Contract. Certificate must state that the person is free of communicable tuberculosis.
- 4.1.6. Training Requirements
- The PROVIDER must adhere to the following provisions for any service activity:
- 4.1.6.1. **PRIOR TO BEGINNING SERVICE DELIVERY**
- The PROVIDER must ensure that its direct services staff (including sub-contracted personnel) completes training, as approved by the STATE, before beginning service delivery.:

- Training shall include
 - IDEIA-2004 and HAR Chapter 60 and 61 (or subsequent revisions) requirements;
 - HAR Chapter 19 procedures and requirements;
 - Joint Guidance on the Application of FERPA and HIPAA to Student Health Records
<http://www2.ed.gov/policy/gen/guid/fpco/doc/ferpa-hipaa-guidance.pdf> and HAR Chapter 34 requirements;
 - How to Handle Mental Health Data in School Files
www.sharedwork.org/documents/24219/.../School+Mental+Health+Data
 - Practice Parameter for Psychiatric Consultation to Schools.
<http://www.nancyrappaport.com/files/School%20CL%20practice%20parameters.pdf>
 - An understanding of applicable contract requirements and written report requirements.
 - For those using Tele-health: Practice Guidelines for Video-Based Online Mental Health Services.
<http://www.americantelemed.org/docs/default-source/standards/practice-guidelines-for-video-based-online-mental-health-services.pdf?sfvrsn=6>
- Other suggested Training and affiliations that are preferred by the department, though not required:
 - Annual presentation and/or attendance at School Mental Health Conference in the Fall.
 - Membership in national community of practice group for Psychiatry and Schools
<http://www.sharedwork.org/web/psychiatry-and-schools/home>

4.1.6.2. **DOCUMENTATION REQUIREMENTS FOR ALL TRAINING SESSIONS**

The PROVIDER must maintain documentation of each training session or professional development session. Upon a request from the STATE, the PROVIDER must provide the requested training or professional development documentation within two (2) working days from the request.

All training documentation shall include, at a minimum:

- The name of the training
- The name and credentials of the individual providing the training
- Date, place and length of time of session;
- Signature on an official registration sheet by each direct services staff member, including sub-contracted personnel;

- A record for each direct services staff member, including sub-contracted personnel, must be kept in his/her credentialing file; and
- The PROVIDER shall maintain a master record of all training and professional development activities.

4.2. Administrative Requirements

4.2.1. Medicaid Requirements

The STATE may engage in activities to support the STATE requests for Medicaid reimbursement of the provision of services identified in this Contract for eligible students. The STATE shall require verification of licensure subject to the terms of this Contract in the context of Medicaid reimbursable activities. This requirement shall not supersede the provider credentials required in the service activities. The PROVIDER under this Contract shall be subject to administrative claiming for all eligible services regardless of licensure, and shall be expected to participate in time studies by the STATE or their agent(s) three (3) times a year, or more frequently if required. All services under this Contract shall be subject to Medicaid audit.

4.2.2. Confidentiality Requirements

4.2.2.1. The PROVIDER must ensure that employees, agents and volunteers adhere to all applicable State and Federal laws regarding the collection and release of confidential student information. The PROVIDER shall adopt and implement policies and procedures that govern the provision of services in natural settings. The PROVIDER shall generate, maintain and make available documentation evidencing that it respects students' and/or families' right to privacy when services are provided in these settings, including but not limited to tele-health venues. The STATE shall have the right to inspect and approve these policies and documentary records.

4.2.2.2. The PROVIDER's records relating to students under this Contract are educational records governed under FERPA. The documents and records held by the PROVIDER for students serviced under this Contract are the property of the STATE. Any documentation that a PROVIDER requires an employee or subcontractor to maintain shall be provided to the STATE within two (2) working days of a request by the STATE. This includes but is not limited to copies of any progress notes, files and/or supervision notes.

4.2.2.3. Parental consent for assessment and release of information is covered by the IEP/504 consent. No additional parental consent for assessment or release of information is needed by the PROVIDER.

4.2.3. Sentinel Event/Incident Notification Reports

The PROVIDER must have policies and procedures, approved by the STATE

that address sentinel events and incident notification. These policies must address (1) how the PROVIDER shall notify the respective School Administrator and the appropriate DES within twenty-four (24) hours by phone and also in writing within seventy-two (72) hours of any event that is an emergency or compromises the safety of a student; (2) how the PROVIDER tracks the occurrence of all sentinel events and incidents to identify trends and patterns in order to implement improvements; and (3) a complete analysis of the event as well as actions taken to address the event. Upon a sentinel event, the PROVIDER shall inform the STATE utilizing the prescribed STATE format. (Form and Guidelines Attached)

4.2.4. Use of Restraints

The PROVIDER must have documentation and evidence of policies and procedures, approved by the STATE, regarding the use of restraints.

4.2.5. Facilities

In most cases, the STATE shall provide facilities used for the provision of services described and considered in this Contract. Nonetheless, any facilities used by the PROVIDER to provide any services or otherwise requiring the presence or participation of students or their families must be ADA compliant and otherwise safe, legal, and appropriate for its use in connection with this Contract, including but not limited to tele-health venues. The PROVIDER, and not the STATE, shall be wholly and completely responsible for ensuring that any such facilities are ADA compliant and otherwise safe, legal, and appropriate for its use in connection with this Contract.

4.3. **Quality Assurance**

4.3.1. The PROVIDER must participate in contract monitoring as requested by the State, but in no event less than annually. This contract monitoring shall focus on compliance with the STATE monitoring protocol and compliance with all aspects of the Contract.

4.3.2. All documentation and all student records must be made available for inspection and/or copying within two (2) working days of a request by the STATE.

4.3.3. The STATE reserves the right to evaluate the PROVIDER's program/service delivery or financial records/billing information for program monitoring purposes through either, or both, an on-site evaluation or a documentation review at least once a year.

4.3.4. The PROVIDER shall comply with the applicable District(s)/Complex(es) General Supervision and Support ("GSS"). The PROVIDER shall implement an internal Quality Assurance Plan ("QAP") that has been approved by the STATE, to assure the delivery of quality psychiatric services that result in educational benefits and have a plan for program assessment and continuous improvement.

4.3.5. The QAP shall include evidence supporting their plan and shall be available for STATE review.

4.4. Performance Requirements

1. At a minimum, performance requirements must include the following measures:

4.4.1.2. Agency Monitoring

4.4.1.2.1. Accuracy and completeness of student records and documentation per contract requirements.

4.4.1.2.2. Submittal of all required data, reports, and improvement or corrective action plans and deliverables in a timely manner.

4.4.1.2.4. Degree of adherence to credentialing process and accuracy and completeness of credentialing files.

4.4.1.3.1. Degree of adherence to program operations, policies and procedures, and standards as described in this Contract.

4.4.1.3.2. Student's receives educational benefit as indicated in IEP/504 goals and objectives.

4.4.1.3.3. Degree of treatment integrity and adequacy of treatment processes, use of evidence-based treatments, and monitoring of student progress and outcomes.

4.4.1.3.4. Demonstrated ability to comply with training requirements and provide timely, complete and effective training with reports annually.

4.4.1.3.5. Preparation of annual reports

4.4.2. An annual report of performance requirements shall be provided to the STATE within thirty (30) days of the end of the contract year. Reports must contain the following data:

4.4.2.1. The number of unique students serviced by month and annual total.

4.4.2.2. The number of unique students exited from services as determined by the IEP team by month and annual total.

4.4.2.3. The number of unique students transferred to services provided by the DOE or other agency by month and annual totals.

4.4.2.5 Consultation and Collaboration

4.4.2.5.1.1 Number of school and interagency teams by hours, by month, by district, by school

4.4.2.5.1.2 Highlight successes

4.4.2.5.1.3 Highlight challenges

4.4.2.5.2 Number of students that received educational benefits (e.g. improved attendance, decrease in discipline referral, promotion or graduation rates, improved grades and/or test scores) (annual total).

4.4.2.5.3 Training, presentations, publications, contributions to the field of school mental health

4.4.2.5.3.1 Number of providers agency trained

4.4.2.5.3.2 Number of hours providers received training in related school mental health topics required by contract

- 4.4.2.5.3.3 Number of publications pertaining to school mental health (annual total)
- 4.4.2.5.3.4 Number of attendees at school mental health conferences (annual total)
- 4.4.2.5.3.5 Number of presentations of research pertaining to school mental health, including the location of the presentations (annual total).
- 4.4.2.5.4 Brief narrative summary of successes and challenges of collaboration, consultation, assessments, medication management and presentations, including challenges, and agency action plan to address challenges for the coming year.

4.5. Requirements for Program Services and Fiscal Data

4.5.1. Program Requirements

- 4.5.1.1. The PROVIDER shall input service information into the electronic Comprehensive Student Support System (hereinafter “eCSSS”) modules such as: 1) IEP/504; 2) Visit Record; and 3) Other modules that the STATE may require. Evaluation reports must be entered into eCSSS and hard copy shall be submitted to the STATE. For any event in which work was done with the student, a visit record must be entered into eCSSS within forty-eight (48) hours of its occurrence. In the event eCSSS is amended or unavailable, the PROVIDER shall use the data system specified, or alternatively, the STATE may authorize substitution of hard copy reporting utilizing a designated format. In the event a paper system is instituted, the same timelines for reports shall apply.
- 4.5.1.2. Data entry into eCSSS (along with applicable requirements within each service activity) must be completed before invoice submission and payment.
- 4.5.1.3. At a minimum, PROVIDERS are required to have computer hardware/software that supports the operation and access to eCSSS including:
 - 4.5.1.3.1. Internet Explorer 7.x, 8.x, or 9.x (or as listed in the Department of Education’s standards) for Windows on Personal Computer (laptop or desktop)
 - 4.5.1.3.2. Desktop resolution set to 1024 x 768 resolution
 - 4.5.1.3.3. Windows-based Personal Computer (laptop or desktop)
 - 4.5.1.3.4. Allow pop-up windows in Internet Explorer while in eCSSS
 - 4.5.1.3.5. Ability to temporarily hide search engine toolbars
 - 4.5.1.3.6. Adobe Acrobat Reader 8 or higher
 - 4.5.1.3.7. Internet connectivity, plus necessary equipment, training and technical support
 - 4.5.1.3.8. Active and available email account

4.5.1.3.9. Securing and not sharing Department of Education system(s) information

4.5.2. Fiscal Requirements

4.5.2.1. All provider reporting data must be submitted in the time, manner and format specified by the STATE.

4.5.2.2. The DOE reserves the right to audit the agency's financial records and billing documentation on an annual basis, at a minimum, through either an on-site evaluation or a documentation review.

5. Service Activities

5.1. General Requirements

5.1.1. The PROVIDER must adhere to the following provisions for any service activity:

5.1.1.1. Provide time-limited services based on an evidence-based practice model conducive to success in meeting academic and/or social goals and objectives in the IEP or 504 plan and Hawaii Content and Performance Standards III (or other performance standards specified by the STATE).

5.1.1.2. In circumstances where the STATE determines that a PROVIDER shall no longer provide a service to a student or where the PROVIDER shall no longer be able to provide a service to a student, the PROVIDER shall assist in the orderly transfer among and between individual providers or STATE personnel. If requested by the STATE, the PROVIDER shall work collaboratively with the STATE, to develop an appropriate and timely transfer plan.

5.1.1.2.1. In cases where a student moves from a district in which the PROVIDER has entered into a valid contract agreement with the STATE to another district that does not hold a contract agreement with the STATE, the STATE may require the PROVIDER to continue and if required, the PROVIDER shall continue servicing the student during an appropriate transfer period as identified by the STATE.

5.1.1.2.2. During the transfer period, the PROVIDER shall invoice the STATE for services rendered according to the Compensation and Rate Schedule for the district in which the PROVIDER has a valid contract agreement.

5.1.1.3. Provide services according to time and frequency parameters specified by the IEP/504 and authorized by the STATE. In no event shall the provision of services exceed the time or units authorized. In the event the IEP/504 is silent as to time and

frequency of service, services shall be provided according to the parameter specified by the STATE. In addition, services must be provided in a timely manner, e.g., do not provide all authorized contract hours for the month in a few sessions at the end of the month, unless such an arrangement is specified within the IEP or 504.

- 5.1.1.4. Provide services at the student's school, or at a site identified as best suited to address IEP/504 goals and objectives. The STATE has final determination of the location of the delivery of service.
- 5.1.1.5. Sign in at the school office when entering a school campus and sign out when leaving a school campus.
- 5.1.1.6. A Service Verification Form or other format approved by the STATE must be completed and submitted at minimum, on a monthly basis to the IEP/504 care coordinator for all services delivered.
- 5.1.1.7. Wear appropriate identification when visiting a school campus.
- 5.1.1.8. Maintain appropriate levels of contact (as specified per service) with school staff and families, as directed by the school.
- 5.1.1.9. Make contact with the school staff and/or student/family within one (1) week of authorization of services and be able to initiate service within two (2) weeks of authorization of services.
- 5.1.1.10. Engage in the timely scheduling of appointments, processing of documents, and participation in conference meetings.
- 5.1.1.11. Have competency, and provide proof of such if requested by the STATE, to provide the services, specifically related to the educational implications of moderate to severe mental or behavioral health disorders.
- 5.1.1.12. Participate in the General Supervision and Support (GSS) process at the request of the STATE.
- 5.1.1.13. Adhere to all STATE guidelines relating to specific programs.

Requirements for Video Based online mental health services, such as Tele-Psychiatry as a service delivery method

- 5.1.2.1. Comply with current guidelines for video-based online mental health services <http://www.americantelemed.org/docs/default-source/standards/practice-guidelines-for-video-based-online-mental-health-services.pdf?sfvrsn=6>
- 5.1.2.2. The PROVIDER shall be responsible for all his or her video conferencing devices such as computer and Internet connections. In the case where families do not have a home computer or Internet connection, the STATE shall support the student and his or her legal guardian with computer, Internet or VCC access at the student's school or STATE designated location. If VCC access is provided to the student and their legal guardian, the STATE shall provide VCC access, when available, to the PROVIDER when a computer and Internet are not available.

- 5.1.2.3. All telepsychiatry venues shall meet current HIPAA confidentiality standards for or tele-health transmission.
- 5.1.2.4. The PROVIDER shall conduct one annual (1) face to face inservice to the district at a STATE arranged location following initiation of the contract, within the timeframe arranged between the agency, district and schools on Kauai, Oahu, Maui, Molokai, Lanai and Hawaii. During this visit, the PROVIDER shall introduce the telepsychiatry model of service delivery to interested school staff, students, and families receiving services.
 - 5.1.2.4.1. Event to be scheduled in conjunction with local SBBH DES and DOE once a year.
 - 5.1.2.4.2. Time spent and all costs associated with conducting the visit shall be considered included costs of the telepsychiatry service delivery method.
- 5.1.2.5. Once a year, the PROVIDER shall conduct an event to meet students and family in person, upon a scheduled date conducive to family and DOE schedules.
 - 5.1.2.5.1. Time spent and all costs associated with conducting the visit shall be considered included costs of the telepsychiatry service delivery method.
 - 5.1.2.5.2. Provider must document face to face event date, time and name of student and family, and who was present or not present at the event. Submit list to both local SBBH DES and Contract Administrator and/or Contract Point of Contact.

5.2. **Psychiatric Diagnostic Evaluation**

5.2.1. Service Description

- 5.2.1.1. Psychiatric diagnostic evaluation, completed by a licensed physician, involves a strengths-based approach to identify a student's needs in the context of school, family and community. It includes history, mental status, visual physical evaluation, DSM V diagnosis, and exchange of information with primary informants (contingent on consent by parent or legal guardian), disposition, a written evaluation, recommendations supported by empirical research, and feedback session of the evaluation results. This service is limited to an initial or follow-up evaluation for a medically complex or diagnostically complex student. This service does not involve ongoing psychiatric service or the transfer of services between providers.
- 5.2.1.2. Psychiatric diagnostic evaluation includes an examination of a student and exchange of information with primary informants such as family members, physicians and/or school staff identified prior to the evaluation by consent from the parent or legal guardian, and the preparation of a report.

- 5.2.1.3. Psychiatric diagnostic evaluation shall include all of the following:
- 5.2.1.3.1. Reviewing of all previously collected data, including STATE reports, prior to interviewing student, family, and school staff.
 - 5.2.1.3.2. Contacting family and arranging for appointment with the student and family within one (1) week of authorization of services.
 - 5.2.1.3.3. Conducting the psychiatric diagnostic evaluation within two (2) weeks of authorization of services may be conducted face to face or using a tele-med model.
 - Parental consent for a psychiatric diagnostic evaluation and release of information is covered by the IEP/504 consent. No additional parental consent for psychiatric diagnostic evaluation or release is needed by the provider.
 - Reviewing and incorporating reports completed by the STATE's professionals, including but not limited to psychometric test results, if available.
 - Reviewing and incorporating any other relevant data including developmental, psycho-social, medical, educational, and legal histories as provided by the STATE.
 - Interviewing school personnel -- teachers, counselors, behavioral specialists, and/or administrators, or other persons that have first-hand knowledge of the functioning of the youth as identified through STATE consent process.
 - Interviewing family/significant others as identified through STATE consent process.
 - Interviewing student.
 - 5.2.1.3.4. Completion of a written report within thirty (30) days of authorization of services and provision of the report to the IEP/504 Care Coordinator. A written report shall include all of the following:
 - Date(s) of psychiatric diagnostic evaluation and date of report.
 - Identifying information including student name, DOB, legal guardian, home-school, grade, IDEIA/504 eligibility status.
 - Reason(s) for referral.
 - Sources of information including review of records, interviews, and evaluation tools.
 - Brief developmental, medical, family, social, educational, and psychiatric history including past and current use of and reasons for psychotropic medications.

- Substance abuse history.
- Description and history of presenting problem(s).
- Behavioral observations and Mental Status Exam that must include all of the following:
 - Appearance, attitude, and behavior;
 - Orientation;
 - Affect and mood;
 - Thought content/process;
 - Fund of knowledge;
 - Intelligence;
 - Cognitive processes;
 - Memory;
 - Insight;
 - Judgment; and
 - Homicidal/suicidal risk.
- Evaluation results and interpretation, which must include specific scores, plotted profiles, and analytical interpretations of the BASC-2, CAFAS, or other STATE approved behavior checklists. The STATE shall provide the BASC-2 data in the referral packet. The referral packet shall include a copy of the printed reports. The PROVIDER does not need to purchase the BASC-2 system to do the evaluation. However, the PROVIDER must consider the BASC-2 data/reports and incorporate them in the evaluation/recommendations. It is recommended that the PROVIDER purchase the BASC-2 manual.
- Student and Family strengths.
- Clinical Formulation/Criteria of Diagnoses (include severity and duration of diagnoses; for Rule/Out of Provisional diagnoses, explain what needs to occur to obtain a more definite diagnosis).
- Diagnostic Impression per DSM IV (or current version).
- When medication is prescribed, the physician shall obtain written formal consent from the parent/legal guardian and the student (if appropriate), that includes explanations of the benefits, risks and alternatives in compliance with current professional psychiatric practice guidelines; and
- Psychiatric diagnostic evaluations shall be conducted with a student in a safe and efficient manner in accordance with accepted standards for clinical practice.

- The written report shall address a student's needs and shall not specify a particular service, program, provider, or eligibility status. The IEP/504 Team determines whether a student needs a fully self-contained class, residential placement, at-home instruction, etc. All recommendations shall be guided by the physician's clinical judgment and expertise specific to the treatment of child and adolescent psychiatric conditions and the reasons for referral shall be addressed.
- Completing and submitting written report within thirty (30) days of authorization of services to the IEP/504 Care Coordinator.
- Provider information including signature, name and degree(s) of the evaluator, and the position and name of institution/organization the evaluator is affiliated with (if indicated and appropriate).

5.2.2. Service Operations

The PROVIDER shall ensure:

- 5.2.2.1. Parent(s), student, and staff associated with the evaluation were actively involved in the process.
- 5.2.2.2. Report contains all required service content components, utilizing the STATE's prescribed report format.
- 5.2.2.3. Report is typed.
- 5.2.2.4. Report is submitted within thirty (30) days of authorization of services.
- 5.2.2.5. Report recommendations addresses a student's needs and does not specify a particular service, program or eligibility status.
- 5.2.2.6. Report includes original signature(s) of the assessor (and supervisor as necessary) acknowledging responsibility for the evaluation.

5.2.3. Referral Criteria

- 5.2.3.1. The student with medically complex or diagnostically complex needs requires a comprehensive diagnostic evaluation to assist the team in designing interventions in emotional/behavioral crisis, exacerbations of behavioral symptoms, or serious and challenging behaviors; AND
- 5.2.3.2. The students may need medication intervention to address behavioral/mental health needs and to prevent the need for a more restrictive or intensive level of service; AND
- 5.2.3.3. The student may need medication intervention to treat an emotional-behavioral condition to prevent the need for a more restrictive or intensive level of service.

5.2.4. Authorization (Billable Hours)

- 5.2.4.1. Prior authorization of services by the STATE is required for each evaluation.
- 5.2.4.2. The procured flat rate reflects the time required for completing the data gathering, evaluation process, feedback session and final report. There is no payment for travel time, wait time, appointment no-shows, or cancellations.
- 5.2.4.3. Event is only billable upon completion of the evaluation and the report must be submitted to the IEP/504 Care Coordinator before submitting an invoice claim and before payment shall be made.
- 5.2.4.4. Maximum Billable: Flat rate is required.

5.2.5. Completion of Service

The service is complete when all of the following steps are complete:

- 5.2.5.1. The evaluation process has been completed; AND
- 5.2.5.2. The written evaluation report is submitted to the STATE and meets service specifications as set forth in the Service Description section, as described above. Evaluation reports not meeting these specifications shall be returned to the PROVIDER for correction. Payment may not be made or a reimbursement shall be sought if the evaluation report is not corrected according to prescribed specifications; AND,
- 5.2.5.3. Feedback session of the evaluation results has been completed.

5.2.6. Staffing Requirements

- 5.2.6.1. Be a Hawaii licensed physician and privileged through the PROVIDER's credentialing and privileging process to render diagnostic services; or
- 5.2.6.2. Be a Board Certified Child and Adolescent Psychiatrist and privileged to practice in Hawaii; or
- 5.2.6.3. Be an APRN, who has privileges to practice in Hawaii, who is working under the supervision of a Hawaii licensed physician or psychiatrist meeting standards above.

5.2.7. Documentation

Written report shall be completed and submitted within thirty (30) days of authorization of services and shall document the nature, chronicity and severity of the disorder, DSM-IV diagnosis, and recommendations including medication, utilizing the required STATE report format.

5.3. Psychiatric Medication Evaluation

5.3.1. Service Description

- 5.3.1.1. Psychiatric medication evaluation is specifically completed by a medical doctor, involves a strengths-based approach to identify student's needs in the context of school, family and community. It

includes history, mental status, visual physical evaluation, DSM V (or current version) diagnosis, and exchange of information with primary informants (contingent on consent by parent or legal guardian), disposition, a written evaluation, recommendations supported by empirical research, and feedback session of the evaluation results. This service is diagnostic and assesses the student's presenting symptoms for the purpose of possible prescription and administration of medication by a physician. Previous emotional-behavioral or mental health evaluations shall be included in the referral packets. This service is limited to an initial evaluation and does not involve psychiatric services or medication management.

- 5.3.1.2. Psychiatric medication evaluation includes examination of a patient and exchange of information with the primary care physician and other informants such as family members and school staff, and the preparation of a report.
- 5.3.1.3. Psychiatric medication evaluation shall include all of the following:
 - 5.3.1.3.1. Reviewing of all previously collected data, including STATE reports, prior to interviewing student, family and school staff.
 - 5.3.1.3.2. Contacting family and arranging for appointment with the student and family within one (1) week of authorization of services.
 - 5.3.1.3.3. Initiating service within two (2) weeks of authorization of services either face to face or through tele-psychiatry venue.
 - Administering evaluation instruments and interpreting evaluation results; must include specific scores, plotted profiles, and analytical interpretations of the BASC-2, CAFAS, and other STATE approved behavior checklists.
 - Parental consent for evaluation and release of information is covered by the IEP/504 consent. No additional parental consent for evaluation or release is needed by the provider.
 - 5.3.1.3.4. When medication is prescribed, the physician shall obtain written formal consent from the parent/legal guardian and the student (if appropriate), that includes explanations of the benefits, risks and alternatives in compliance with current professional psychiatric practice guidelines; and
 - 5.3.1.3.5. Psychiatric medication evaluations shall be conducted with a student in a safe and efficient manner in accordance with accepted standards for clinical practice.

- 5.3.1.3.6. The written report shall address a student's needs and shall not specify a particular service, program, provider, or eligibility status. The IEP/504 Team determines whether a student needs a fully self-contained class, residential placement, at-home instruction, etc. All recommendations shall be guided by the physician's clinical judgment and expertise specific to the treatment of child and adolescent psychiatric conditions and the reasons for referral shall be addressed.
- 5.3.1.3.7. Completing and submitting written report within thirty (30) days of authorization of services to the IEP/504 Care Coordinator.
- 5.3.1.3.8. Provider information including signature, name and degree(s) of the evaluator, and the position and name of institution/organization the evaluator is affiliated with (if indicated and appropriate).

5.3.2. Service Operations

The PROVIDER shall ensure:

- 5.3.2.1. Parent(s), student, and staff associated with the evaluation were actively involved in the process.
- 5.3.2.2. Report contains all required service content components, utilizing the STATE's prescribed report format.
- 5.3.2.3. Report is typed.
- 5.3.2.4. Report is submitted within thirty (30) days of authorization of services.
- 5.3.2.5. Report recommendations addresses a student's needs and does not specify a particular service, program, provider, or eligibility status.
- 5.3.2.6. Report includes original signature(s) of the assessor (and supervisor as necessary) acknowledging responsibility for the evaluation.

5.3.3. Referral Criteria

- 5.3.3.1. Student who has had a previous evaluation by a mental health professional and requires a diagnostic evaluation due to emotional-behavioral needs and possible service via prescription and administration of medication by a physician; AND
- 5.3.3.2. The student may need medication intervention to augment IEP/504 related behavioral/mental health services to address behavioral/mental health needs; AND
- 5.3.3.3. The student may need medication intervention to address behavioral/mental health needs and to prevent the need for a more restrictive or intensive level of service.

5.3.4. Authorization (Billable Hours)

- 5.3.4.1. Prior authorization of services by the STATE is required for each evaluation. The procured flat rate reflects the time required for completing the data gathering, evaluation process, feedback session and final report. There is no payment for travel time, wait time, appointment no-shows, or cancellations.
- 5.3.4.2. Event is only billable upon completion of the evaluation and the report must be submitted to the IEP/504 Care Coordinator before submitting an invoice claim and before payment shall be made.
- 5.3.4.3. Maximum Billable: Flat rate is required.

5.3.5. Completion of Service

The service is complete when all of the following steps are complete:

- 5.3.5.1. The evaluation process has been completed; AND
- 5.3.5.2. The written evaluation report is submitted to the STATE and meets service specifications as set forth in the Service Description section, as described above. Evaluation reports not meeting these specifications shall be returned to the provider for correction. Payment may not be made or a reimbursement shall be sought if the evaluation report is not corrected according to prescribed specifications; AND,
- 5.3.5.3. Feedback session of the evaluation results has been completed.

5.3.6. Staffing Requirements

- 5.3.6.1. Be a Hawaii licensed physician and privileged through the PROVIDER's credentialing and privileging process to render diagnostic services; or
- 5.3.6.2. Be a Board Certified Child and Adolescent Psychiatrist and privileged to practice in Hawaii; or
- 5.3.6.3. Be an APRN, who has privileges to practice in Hawaii, who is working under the supervision of a Hawaii licensed physician or psychiatrist meeting standards above.

5.3.7. Documentation

Written report shall be completed and submitted within thirty (30) days of authorization of services and shall document the nature, chronicity and severity of the disorder, DSM V diagnosis, and recommendations including medication, utilizing the required STATE report format.

5.4. **Medication Management**

5.4.1. Service Description

- 5.4.1.1. The ongoing evaluation of the student's response to medication, symptom management, side effects, and adjustment in medication or dosage.
- 5.4.1.2. Medication management shall include all of the following:
 - 5.4.1.2.1. Assessing the student's ongoing need for medication;

- 5.4.1.2.2. Determining overt physiological effects related to the medications used in the service of the student's psychiatric condition, including side effects;
- 5.4.1.2.3. Consulting with parent and school regarding behavioral effects of medication;
- 5.4.1.2.4. Determining psychological effects of medications used in the service of the student's psychiatric condition;
- 5.4.1.2.5. Monitoring compliance with prescription medication;
- 5.4.1.2.6. Renewing prescriptions;
- 5.4.1.2.7. Documentation for informed consent, potential benefits and possible side effects of the prescribed medication shall follow professional practice standards for psychiatry and be documented in the record; and
- 5.4.1.2.8. Submit a Written Psychiatric Medication Management Progress Note, see requirements under the Documentation section below.

5.4.2. Referral Criteria

Based on the findings of the psychiatric evaluation, emotional/behavioral assessment and other educational data, the physician/psychiatrist/APRN has determined:

- 5.4.2.1. The student may need medication intervention to address behavioral/mental health needs and to prevent the need for a more restrictive or intensive level of service; AND
- 5.4.2.2. The student requires ongoing monitoring for effectiveness and adverse reactions to medications and for the renewing of prescriptions at frequencies consistent with accepted practice.

5.4.3. Authorization (Billable Hours)

- 5.4.3.1. Prior authorization of services by the STATE is required. Ongoing medication management requires discussion between the provider and the school personnel regarding the student's adjustment.
- 5.4.3.2. Authorization guidelines are as follows:
 - 5.4.3.2.1. The STATE contemplates that the average session shall take three (3) units to complete. Medication management is limited to twelve (12) units per episode;
 - 5.4.3.2.2. Medication management occurs at least monthly during the first three (3) months of initiation of any medication (and may occur more frequently if so documented by the treating physician); and
 - 5.4.3.2.3. Medication management occurs at least quarterly once the provider and the school document that the medications are effectively regulating the emotional-behavioral condition.
- 5.4.3.3. Provision of this service must be of a time-limited basis and based on psychiatric clinical judgment and expertise conducive to

- reasonably achieving educational benefits.
- 5.4.3.4. Additional units may be requested by the provider via the submittal of written specific justification of need. Written authorization must be obtained from the appropriate DOE District Educational Specialist.
- 5.4.3.5. Maximum Billable: Limited to actual units utilized.
(1 unit = 5 minutes, 12 units = 1 hour)
- 5.4.4. Completion of Service
The service is completed when progress notes are completed according to standards and placed in student's records within forty-eight (48) hours of the date of service.
- 5.4.5. Exit Criteria
- 5.4.5.1. The student's condition has stabilized and the symptoms have reduced in frequency and severity and medication has been discontinued;
- 5.4.5.2. The student and family no longer desire psychopharmacological interventions and have withdrawn consent; or
- 5.4.5.3. The student no longer meets relevant eligibility criteria. As part of the transition, the physician shall transfer the student to appropriate services in the least disruptive manner possible, in a collaborative and coordinated manner.
- 5.4.6. Staffing Requirements
- 5.4.6.1. Be a Hawaii licensed physician and privileged through the PROVIDER's credentialing and privileging process to render diagnostic services; or
- 5.4.6.2. Be a Board Certified Child and Adolescent Psychiatrist and privileged to practice in Hawaii; or
- 5.4.6.3. Be an APRN, who has privileges to practice in Hawaii, who is working under the supervision of a Hawaii licensed physician or psychiatrist meeting standards above.
- 5.4.7. Documentation
- 5.4.7.1. Provider shall complete in eCSSS documentation of services within forty-eight (48) hours of the date of service. PROVIDERS shall be required to input information into the eCSSS modules, if appropriate. In the event eCSSS is amended or unavailable, the PROVIDER shall use the data system specified, or alternatively, the STATE may authorize substitution of hard copy reporting/documentation utilizing a designated format. In the event a paper system is instituted, the same timelines for reports/documentation shall apply and copies of all hardcopy progress notes shall be sent to the SSC or care coordinator.
- 5.4.7.2. Documentation in eCSSS shall include input into the student's

record, within forty-eight (48) hours of the date of service and shall include:

- 5.4.7.2.1. Name of student;
- 5.4.7.2.2. Date and actual time the services were rendered;
- 5.4.7.2.3. Place of service;
- 5.4.7.2.4. Dosage and intervals when medication is to be administered;
- 5.4.7.2.5. Side effects or adverse reactions that the student should be monitored for and the side effects or adverse reactions the student is experiencing;
- 5.4.7.2.6. Conditions in which the student is refusing or unable to take medications as ordered or if the student is compliant in taking medications as prescribed; AND
- 5.4.7.2.7. Whether the medication is effectively controlling symptoms utilizing the Psychiatric Medication Management Progress Note.

5.5. Educational Team Planning and Participation

5.5.1. Service Description

- 5.5.1.1. Educational Team Planning and Participation provides time for the provider to meet with the student's educational team members to develop, revise, and/or review an IEP/504, or a Functional Behavioral Assessment ("FBA") or Behavioral Support Plan ("BSP"), at the request of the STATE. The provider shall not bring data and/or proposed IEP/504 goals/objectives for a student to an IEP/504 without first discussing/sharing it with the student's teacher and/or care coordinator.
- 5.5.1.2. Educational Team Planning and Participation shall include all of the following:
 - 5.5.1.2.1. Attendance at an IEP/504 or FBA/BSP meeting;
 - 5.5.1.2.2. Completion of an IEP/504, or FBA/BSP, as needed, identifying goals, measurable objectives and interventions based on student evaluation data;
 - 5.5.1.2.3. Documented verification of attendance such as the Service Verification Form; and
 - 5.5.1.2.4. Documentation shall occur for each meeting in the student's progress notes and documentation of services in eCSSS, if applicable. The narrative should include the topic discussed and the outcome of the provider's participation.

5.5.2. Service Operations

- 5.5.2.1. The provider shall ensure that adequate representation is available at the IEP/504 or FBA/BSP meeting at the request of the STATE.

5.5.2.2. Participation in education planning is documented in the student's IEP/504.

5.5.2.3. Copy of the IEP/504 and FBA/BSP are included in the student's record.

5.5.3. Referral Criteria

5.5.3.1. The student has an IEP/504; and

5.5.3.2. The STATE identifies that participation of the provider in the IEP/504 or FBA/BSP meeting would be educationally beneficial.

5.5.4. Authorization (Billable Hours)

5.5.4.1. Prior authorization of services by the STATE is required for each education planning meeting. The STATE identifies that participation of the provider in the education planning meeting would be educationally beneficial.

5.5.4.2. **Educational Team Planning and Participation is billable only upon prior authorization from a school administrator affiliated with the IEP/504 team.**

5.5.4.3. Education planning meetings are limited to the actual time spent at the meeting. There is no reimbursement for travel time, wait time, or cancellations.

5.5.4.4. Maximum Billable: Limited to actual time spent at the meeting. (1 unit = 5 minutes, 12 units = 1 hour)

5.5.5. Completion of Service

The service is complete when both of the following are complete:

5.5.5.1. Participation at the education planning meeting is completed; and

5.5.5.2. Documented verification of attendance, such as the Service Verification Form, and any required documentation in eCSSS is completed.

5.5.6. Staffing Requirements

Participants shall meet the qualifications required for the particular level of care represented.

5.5.7. Documentation

Provider shall complete in eCSSS, documentation of services within forty-eight (48) hours of the date of service. PROVIDERS shall be required to input information into the eCSSS modules, if appropriate. In the event eCSSS is amended or unavailable, the provider shall use the data system specified, or alternatively, the STATE may authorize substitution of hard copy reporting/documentation utilizing a designated format. In the event a paper system is instituted, the same timelines for reports/documentation shall apply.

5.6. **School Consultation**

5.6.1. Service Description

- 5.6.1.1. Consultation of a provider with regular and special education teachers, school administrators, and other school personnel regarding the behavior management of students as related to their IEP/504 goals and objectives. School consultation is delivered as requested by or agreed upon by the school.
- 5.6.1.2. School Consultation shall include all of the following:
- 5.6.1.2.1. School consultation is a collaborative process, which serves to better link a student's medication treatment with his/her IEP/504. School consultation facilitates communication between school personnel and behavioral health providers, between home and school, as well as between various school staff, such as between regular and special educators. While the focus of consultation is how medication supports mental and behavioral health concerns, it can include support from the provider for general and intervention-specific information on particular behavioral disorders as well as certain social emotional variables (e.g., low self-esteem, poor achievement motivation, lack of social skills competence) and their potential impact on classroom performance.
- 5.6.1.2.2. School consultation generally includes a face-to-face contact of a provider with teacher, administrator or other school personnel for the purpose of sharing information and facilitating communication. The contact may, however, be made by phone or tele-med if the school visitation is not feasible and the goals of that consultation can be accomplished long-distance (e.g., helping a teacher understand behavior disorders).
- 5.6.1.2.3. The following responsibilities of the school consultant are important to insure collaboration and efficacy:
- Accessing and reviewing pertinent educational and mental health data available in the student's clinical record.
 - Adhering to school protocols regarding rules and responsibilities on school campus.
 - Conducting classroom observation(s), if needed, to witness student's functioning in the school setting.
 - Holding consultation meetings with appropriate school personnel to discuss specific issues/interventions related to student's school performance.
 - Completing progress note and placing in eCSSS (or other designated database) within forty-eight (48) hours.

5.6.2. Service Operations

Progress notes shall be completed according to standards and placed in the student's records/eCSSS (or other designated database) within forty-eight (48) hours.

5.6.3. Referral Criteria

The STATE decides that delivery of school consultation by the provider would be educationally beneficial for the student, and the school administrator approves the service.

5.6.4. Authorization (Billable Hours)

5.6.4.1. Prior authorization of services by the STATE is required for each consultation event. School consultation is limited to twelve (12) units per one (1) episode. However, twenty-four (24) units per episode shall be allowed if a classroom observation is conducted.

5.6.4.2. There is no reimbursement for travel time, wait time or no-shows for classroom observations.

5.6.4.3. Maximum Billable: 24 units (1 unit = 5 minutes, 12 units = 1 hour)

5.6.5. Completion of Service

The service is completed when progress notes are completed according to standards and placed in student's records within forty-eight (48) hours of the date of service reflecting issues and behavior management strategies discussed, as well as school personnel's receptivity to the consultation intervention.

5.6.6. Staffing Requirements

Participants shall meet the qualifications required for the particular level of care represented.

5.6.7. Documentation

5.6.7.1. Provider shall complete in eCSSS documentation of services within forty-eight (48) hours of the date of service. Providers shall be required to input information into the eCSSS modules, if appropriate. In the event eCSSS is amended or unavailable, the provider shall use the data system specified, or alternatively, the STATE may authorize substitution of hard copy reporting/documentation utilizing a designated format. In the event a paper system is instituted, the same timelines for reports/documentation shall apply.

5.6.7.2. Documentation shall include:

5.6.7.2.1. Input information in the eCSSS (or other designated database) modules such as IEP/504, visit log, progress report and other modules that the STATE requires.

5.6.7.2.2. Enter data into eCSSS (or other designated database) on

a weekly basis within forty-eight (48) of service provision.

- 5.6.7.2.3. Data entry into eCSSS (or other designated database) must be completed before invoice submission and payment.

5.7. **Court/Due Process Hearing Testimony**

5.7.1. Service Description

- 5.7.1.1. Court/Due Process Hearing Testimony includes the provider's participation in a court hearing or due process hearing at the request of the STATE. This participation is in addition to a State representative's (i.e., Deputy Attorney General and/or STATE personnel) presence in court and is intended to ensure that the court has access to all relevant information needed.
- 5.7.1.2. Court/Due Process Hearing Testimony shall include all of the following:
 - 5.7.1.2.1. Attending court or due process hearings as specifically requested by the STATE to present relevant educational data or other information needed.
 - 5.7.1.2.2. Specific report writing by the provider is needed for court or due process hearing (SBBH Quarterly Progress Reports, Progress Notes, Clinical Evaluations, and other existing reports do not suffice). If a specific report must be submitted, the STATE may request that the provider complete specific documentation to assist in the writing of the report. The unit of service for the generation of the specific documentation is limited to a maximum of one (1) hour.
 - 5.7.1.2.3. Recommendations are based on the presenting needs of the student. Recommendations shall not be accepted regarding specific services, placement, methodology, or persons (e.g., student requires day treatment). All recommendations shall be guided by the physician's clinical judgment and expertise specific to the treatment of child and adolescent psychiatric conditions.
 - 5.7.1.2.4. Reports to be submitted to the STATE for review two (2) weeks prior to the scheduled hearing date.
 - 5.7.1.2.5. Documented verification of attendance at a court or due process hearing by the STATE, such as a Service Verification Form.

5.7.2. Service Operations

- 5.7.2.1. Present testimony at the court hearing or due process hearing, as requested by the STATE.

- 5.7.2.2. The report, if requested, must be signed by the appropriate professional.
- 5.7.3. Referral Criteria
- 5.7.3.1. Student has an IEP or 504 plan;
 - 5.7.3.2. Student has a scheduled court hearing or due process hearing; and
 - 5.7.3.3. The STATE identifies that participation by the provider would be helpful to the court or hearings officer in understanding the student's case.
- 5.7.4. Authorization (Billable Hours)
- 5.7.4.1. Prior authorization of services by the STATE is required for each court hearing or due process hearing session or event. Participation is limited to twenty-four (24) units. Specific rationale for exceeding the maximum units must be reviewed with school administrator or the DOE District Educational Specialist prior to the authorization of services.
 - 5.7.4.2. Maximum Billable = up to 24 units. (1 unit = 5 minutes, 12 units = 1 hour)
- 5.7.5. Completion of Service
Court/Due Process Hearing Testimony ends with the completion of the court hearing or due process hearing, or the acceptance of the requested documentation by the State representative.
- 5.7.6. Staffing Requirements
Participants shall meet the qualifications required for the particular level of care represented.
- 5.7.7. Documentation
- 5.7.7.1. Report as specified under Service Description, if necessary.
 - 5.7.7.2. Documented verification of attendance, such as the Service Verification Form, and any required documentation in eCSSS is completed.
 - 5.7.7.3. Documentation shall occur for each scheduled court hearing or due process hearing in the documentation of services in eCSSS.

Attachment 1
Contract Minimum and Special Conditions

1. CONTRACT ADMINISTRATOR

For purposes of this Contract, the person named below or his/her duly authorized representative or successor in office is designated Contract Administrator ("**CA**"). The CA may be contacted as follows:

CA:	Steven Shiraki, Administrator
Tel. Number:	(808) 305-9787
e-mail Address:	steve_shiraki@notes.k12.hi.us

The CA is responsible for:

- 1.1 the terms, conditions, quantities, specifications, scope of services, other contract terms, and all decisions relating to the Contract;
- 1.2 monitoring the PROVIDER's work, documenting that PROVIDER maintains the required insurance coverage (if applicable), resolving contract disputes and discrepancies, evaluating the work of the PROVIDER, assuring the services or goods are delivered as required in the Contract, and processing payment for services rendered; and
- 1.3 notifying Procurement & Contracts Branch in the event of change in scope of work, change in the performance period, increase or decrease in total compensation, and/or changes in any other contract terms.

Notwithstanding the responsibilities set forth hereinabove, any coordination of services falling outside those articulated above shall remain with the head of the purchasing agency, as set forth in the attached General Conditions (see General Conditions, paragraph 3.1, entitled "Coordination of Services by the STATE.").

2. POINT OF CONTACT

The CA has designated the following person as Point-of-Contact ("**POC**") for this Contract. As such, the POC should be the initial contact on all matters related to this Contract. The POC can be contacted as follows:

POC:	Kelly A. Stern, State Educational Specialist
Tel. Number:	(808) 305-9795
e-mail Address:	kelly_stern@notes.k12.hi.us

3. PROVIDER'S POINT OF CONTACT

The PROVIDER's primary point of contact shall be identified upon award of contract.

The PROVIDER shall notify the STATE, verbally within twenty-four (24) hours, upon the occurrence of any of the events indicated below:

- 3.1. Change in the PROVIDER's business address or phone number;
- 3.2. Change in the PROVIDER's tax identification number; or
- 3.3. Any other situation that could reasonably be expected to affect the PROVIDER's ability to carry out its obligation under this Contract.

4. CASE ASSIGNMENTS

Under the terms of this Contract, the right to assign a case to a particular PROVIDER is within the sole discretion of the STATE. Services provided to an individual under this Contract shall not constitute ownership or a property right to deliver that service by either an Agency or an individual provider.

5. CONDUCT

PROVIDER's employees or agents must sign in at the school office when entering school campus, and sign out when leaving a school campus.

In addition, all PROVIDER's employees or agents must wear a picture identification badge listing agency name, employee name, and position at all times while on school premises.

PROVIDER's employees or agents must maintain a profession attitude, work ethic, and appearance. PROVIDER's employee or agents must be accessible to observation without notice by designated DOE personnel and provide services, as specified in the IEP or Section 504 Plan.

6. CREDENTIALING

PROVIDER shall maintain records providing proof that staff is fully and currently qualified. Documentation of qualifications must include: licensure, certification, experience, and/or training; TB check; criminal background check, including state and federal (FBI) criminal history records search; fingerprinting; as required by this Contract, as well as by applicable laws, rules, regulations, and codes. The PROVIDER must maintain personnel files that include documentation of the training, licensure, supervision, appropriate credentialing or certification, and ongoing performance of all its employees, agents, and volunteers. The

PROVIDER must make records available upon request by the DOE within two (2) working days of the request.

The DOE reserves the right to refuse the services of any employee, agent, volunteer or prospective employee of the PROVIDER for any reason or for no reason.

7. EXCLUSION OF SPECIFIC WORKERS

The STATE reserves the right to require the PROVIDER to remove an employee, agent, or volunteer (Worker) from performing work under this Contract. The Contract Administrator shall notify the PROVIDER in writing and this exclusion of a specific Worker(s) shall take effect as indicated on the notice. The PROVIDER may appeal this decision to the Contract Administrator, in writing within ten (10) working days of receipt of the notice. Removal of the employee, agent, or volunteer shall remain in effect pending the outcome of the appeal. This provision shall not infringe upon the right of the PROVIDER to employ the removed individual, but shall apply to any work requiring interaction with the STATE, its employees or students.

8. COMPENSATION

The contract unit price shall include all labor, services, materials, overhead, profit, all applicable taxes, training, travel, lodging, car rentals, per diem and any other incidental and operational expenses incurred by PROVIDER in the performance of its obligations hereunder. The contract price shall be the all-inclusive cost to the STATE and no other charges shall be honored.

Total Compensation stated herein is estimated for the contract period specified. Actual compensation shall be contingent on the needs of the STATE, the service rates stated in the following section, and funding availability. No guarantee to purchase services in the exact amount stated is intended or implied. In the event service requirements do not materialize and the STATE purchases less than the total compensation stated, such failure shall not constitute grounds for equitable adjustment under this Contract.

Additionally, unless explicitly stated in this Contract, no additional fees or charges may be assessed to the STATE, the parties that the services are provided to, or their parents, guardians, insurance, or any other party associated with the provision of these specific services.

9. COMPENSATION RATES

Total compensation is based on the Contract unit measures and rates. These rates are paid in accordance with the work described herein, and shall include all labor, services, materials, overhead, profit, all applicable taxes, training, travel, lodging, car rentals, per diem and any other incidental and operational expenses

expenses incurred by the PROVIDER in the performance of its obligations hereunder. The rates established shall be all-inclusive to the STATE and no other charges shall be honored.

A flat rate shall be established by the DOE for all evaluation services.

A unit rate shall be established by the DOE for all types of services. A unit rate shall be recorded in five (5) minute increments (e.g., 5 minutes = 1 unit; 30 minutes = 6 units; 45 minutes = 9 units; and 1 hour = 12 units) rather than hourly.

The unit rate established by the STATE shall include all direct and indirect costs associated with service delivery, including but not limited to the following:

- Costs of travel, including mileage, airfare, lodging, PERDIEM and car rental.
- Costs associated with servicing remote geographical areas.
- Costs associated with documentation requirements.

For all service activities, there shall be no payment for travel time, wait time, no-shows, and/or cancellations, or start-up costs associated with developing a new program.

10. INVOICING AND PAYMENT SCHEDULE

In full consideration for the services performed by the applicant, the DOE agrees, subject to allotments to be made by the Director of Finance, State of Hawaii, pursuant to Chapter 37, Hawaii Revised Statutes, to pay the applicant for service units provided on a unit cost basis (unless a flat rate is so required), which shall be paid in accordance with and subject to the following:

10.1. Monthly Claim Submissions

Payments shall be made in monthly installments upon the monthly claim/invoice submissions by the PROVIDER for the services provided. All claims/invoices for service must be submitted online utilizing the Service Verification Module (“SVM”) in eCSSS within fourteen (14) calendar days after the last day of each calendar month.

If SVM is unavailable, then the PROVIDER shall submit one (1) original and two (2) invoice copies utilizing the STATE-prescribed invoice form for monthly claim submission. In addition, PROVIDER shall submit a data storage device (e.g. jump drive, etc.) of contracted services provided during the month within fourteen (14) calendar days after the last day of each calendar month, using the STATE-prescribed claim format. Invoices and claim submissions/data storage devices shall be submitted to the district office where the service was provided.

Monthly claims shall be reviewed by the STATE and shall be subject to the STATE’s preliminary determination of appropriateness and

allowability of claim. The STATE reserves the right to withhold payment from the PROVIDER for any non-compliance with the Contract.

Once properly submitted, the STATE shall have thirty (30) days to pay unless the claim/invoice is called into question (e.g. appeals, corrections, etc.). If at any time the claim/invoice is called into question, then the STATE's requirement to pay within thirty (30) days shall end. After that, the STATE's thirty-day requirement to pay shall start anew on the day the corrected claim/invoices are properly resubmitted by the PROVIDER. Any errors or omissions may cause a significant delay in payment to the PROVIDER. The STATE shall not consider any late claims.

All appeals and corrections for reporting/claims/invoice rejections must be resolved within sixty (60) calendar days from the day that the claim(s)/invoice(s) was first submitted. After that sixty-day period, the STATE may reject those claim(s)/invoice(s) for any reason and for no reason.

10.2. **Audit, Reimbursement and Reconciliation**

The STATE's preliminary determination of appropriateness and allowability of the claim shall be subject to later verification and subsequent audit. The STATE reserves the right to seek reimbursement from the PROVIDER upon an audit of all claims for any errors made in payment and/or for services not delivered. Final settlement of this Contract shall include submission and acceptance of all claims (or reports) and other materials to be submitted by the PROVIDER to the STATE, resolution of all discrepancies in performance of services monthly claims (or reports), and completion of all outstanding matters under this Contract.

The STATE reserves the right to audit the PROVIDER's financial records and billing documentation on an annual basis, at a minimum, through either an on-site evaluation or a documentation review.

10.3. **Payment for Services not Requested by the STATE**

The STATE reserves the right to deny any claims for payment for the testimony or participation of individual providers that was not requested by the STATE. Unauthorized services include but are not limited to, the PROVIDER pursuing litigation on behalf of itself. The PROVIDER is not authorized to claim payment for, among other things, services relating to testimony, depositions, or other litigation matters in pursuit of its own interests.

10.4. **Final Settlement**

The STATE shall withhold fifty percent (50%) of the accepted amount for the final month of this Contract until final settlement of all claims (or reports) of this Contract.

11. FINAL PAYMENT

In addition to the requirements in the General Conditions, the following shall accompany the final payment invoice:

- 11.1. An original tax clearance certificate, not over two months old and with an original green "certified copy" stamp, must accompany the invoice for final payment. In lieu of the tax clearance certificate, PROVIDER may instead submit an original CERTIFICATE OF VENDOR COMPLIANCE as issued by the State Procurement Office via the online system referred to as "Hawaii Compliance Express". Details regarding this online application process can be viewed at: <http://vendors.ehawaii.gov/hce/>.
- 11.2. "Certification of Compliance for Final Payment" (DOE Form-22) with an original signature shall be required for final payment.

12. AVAILABILITY OF FUNDS

This Contract is subject to the availability of funds. No contract entered into between the STATE and the PROVIDER shall be binding or of any force unless the Chief Financial Officer (CFO) certifies that there is an available unexpended appropriation or balance of an appropriation over and above all outstanding contracts sufficient to cover the amount required by the Contract.

If the Contract calls for performance or payment in more than one fiscal year (July 1 to June 30), the CFO may certify only that portion of the total funds allocated to satisfy the STATE's obligations for payments in the current fiscal year. In that event, the STATE shall not be liable for the unpaid balance beyond the end of the current fiscal year, and availability of funds in excess of the amount certified shall be contingent upon future appropriations or special fund revenues. All partially-funded contracts shall be enforceable only to the extent that funds are certified as available. The STATE agrees to notify the PROVIDER of such non-allocation at the earliest possible time. The STATE shall not be penalized in the event this provision is exercised. This provision is not meant to permit the STATE to terminate the Contract in order to acquire similar equipment or services from a third party.

13. TIME OF PERFORMANCE

13.1. CONTRACT TERM

Contract shall commence on July 1, 2014 and shall end on June 30, 2015.

13.2. CONTRACT RENEWAL

This Contract may be extended for not more than four (4) additional twelve-month periods, i) upon mutual written agreement of the parties, ii) prior to expiration and iii) under the same terms and conditions of the original Contract or as negotiated between the STATE and the PROVIDER. Contract extension(s)

shall be contingent upon i) the need for continued services and ii) funding availability beyond the current fiscal year. As each option(s) to extend is mutually agreed upon, the PROVIDER shall be required to execute a supplement to the Contract for each additional period.

13.3. PERFORMANCE PERIOD

The PROVIDER shall complete the work within the time limits specified herein. The time specified herein is the maximum time allowed.

14. CONTRACT EXECUTION

The PROVIDER shall be required to enter into a formal written contract, and no work is to be undertaken by the PROVIDER prior to the commencement date of the Contract. The STATE is not liable for any work, contract costs, expenses, loss of profits, or any damages whatsoever incurred by the PROVIDER prior to official starting date.

15. CONFIDENTIALITY OBLIGATIONS

The following serves to supplement provision 8.2 of the General Conditions, entitled "Confidentiality of Material" and provision 8, entitled "Confidentiality of Personal Information":

While performing under this Contract, the PROVIDER may receive, be exposed to or acquire confidential information. Such information may include names, addresses, telephone numbers, birthdates, social security numbers, medical information, and other educational, student, or personal employment information. The information may be in written or oral form, fixed in hard copy or contained in a computer database or computer readable form. Hereinafter, such language shall be collectively referred to as "Confidential Information."

The PROVIDER, including its employees, agents, representatives, and assigns shall abide by the following with regards to Confidential Information: (i) They shall not disclose to any unauthorized party any Confidential Information, except as specifically permitted by the STATE and subject to the STATE's limitations on confidentiality of information and relevant legal requirements of the State to include, but not limited to the Family Educational Rights and Privacy Act ("FERPA"); (ii) They shall only permit access to Confidential Information to employees, agents, representatives, and assigns having a specific need to know in connection with performance under this Contract; and (iii) They shall advise each of their employees, agents, representatives, and assigns of their obligations to keep such Confidential Information confidential.

The PROVIDER, its employees, agents, representatives, or assigns shall ensure the security of the Confidential Information. The PROVIDER shall provide the STATE with a list of individuals (by name and position) who are authorized to handle the Confidential Information (hereinafter referred to as "Authorized

Handlers"). Authorized Handlers shall ensure the security of the Confidential Information. Only Authorized Handlers shall have access to the Confidential Information, which shall be kept on password protected computers with the hard copy documents kept in a locked file cabinet. The PROVIDER shall ensure that procedures exist to prohibit access to the Confidential Information by anyone other than an Authorized Handler.

The PROVIDER shall be responsible for safeguarding the confidentiality of all Confidential Information it receives from the STATE and shall safeguard and protect such documents from unauthorized use, handling, or viewing. The PROVIDER shall be liable to the STATE and to any person whose records the PROVIDER receives custody of under this Contract for records protection for any unpermitted release, viewing, or loss of such records. The PROVIDER shall assume liability responsibility for records protection and for the inappropriate or unlawful release of Confidential Information. The PROVIDER shall return all documents containing Confidential Information upon completion of the services PROVIDER is contracted to provide under this Contract.

- 17.1. Prior Written Approval: PROVIDER may not i) share Confidential Information or any other data received under this Contract, ii) publish, or iii) distribute such information without the prior written approval of the STATE.
- 17.2. In the event of termination of this Contract, PROVIDER shall return to STATE all student information received under this Contract and further agrees to destroy any and all copies of, or references to, any student information shared by STATE as a result of this Contract.

16. RELIEF AVAILABLE TO STATE

In addition to all rights and remedies available to the STATE provided in this Contract or otherwise provided under law, if the PROVIDER is in non-compliance with contract requirements, the STATE may:

- 18.1. Suspend Payments – Temporarily withhold or disallow all or part of the billing cost/payments pending correction of a deficiency or a non-submission of a required deliverable by the PROVIDER;
- 18.2. Suspend Referrals – Suspend referrals to the PROVIDER should the PROVIDER fail to comply with any of the requirements or other term(s) or condition(s) of this Contract and, further, the STATE may maintain the suspension of referrals until such time as the deficiency or non-compliance is corrected and the PROVIDER's corrective actions are determined to be acceptable by the STATE; and
- 18.3. Seek Reimbursement – Seek reimbursement from the PROVIDER or withhold future payments for any funds paid to the PROVIDER subsequent to a determination that such was unauthorized, fraudulently obtained, or inappropriately billed.

18.4. Seek Market Value – In the event the PROVIDER fails, refuses or neglects to perform the services in accordance with the requirements of these Special Conditions, the Scope of Services or the General Conditions, the STATE reserves the right to purchase, in the open market, a corresponding quantity of the services specified herein and to deduct from any monies due or that may thereafter become due to the PROVIDER, the difference between the price named in the Contract and the actual cost to the STATE. In case any money due the PROVIDER is insufficient for said purpose, the PROVIDER shall pay the difference upon demand from the STATE. The STATE may also utilize all other remedies provided by law.

17. LIABILITY INSURANCE

General Conditions, section 1.4, entitled “Insurance Requirements”, is deleted entirely and replaced with the following (revisions to the original text are noted in redline where deletions bold strikethrough text indicates deletions, and additions are in bold italics):

Insurance Requirements. The PROVIDER shall obtain from a company authorized by law to issue such insurance in the State of Hawai'i commercial general liability insurance (“liability insurance”) in an amount of at least TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) coverage for bodily injury and property damage resulting from the PROVIDER's performance under this Contract. The PROVIDER shall maintain in effect this liability insurance until the STATE certifies that the PROVIDER's work under the Contract has been completed satisfactorily.

The insurance 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.

A certificate of the liability insurance shall be given to the STATE by the PROVIDER. The certificate shall provide that the STATE and its officers and employees are Additional Insureds. ~~The certificate shall provide that the coverages being certified will not be cancelled or materially changed without giving the STATE at least 30 days prior written notice by registered mail.~~

The certificate shall provide that the coverages being certified will not be cancelled or materially changed without giving the STATE at least 30 days prior written notice by mail.

Should the insurance coverages be cancelled before the PROVIDER's work under the Contract is certified by the STATE to have been completed satisfactorily, the PROVIDER shall immediately procure replacement insurance that complies in all respects with the requirements of this section.

Nothing in the insurance requirements of this Contract shall be construed as limiting the extent of PROVIDER's responsibility for payment of damages resulting from its operations under this Contract, including the PROVIDER's separate and independent duty to defend, indemnify, and hold the STATE and its officers and employees harmless pursuant to other provisions of this Contract.

In addition, the following minimum insurance coverage(s) and limit(s) shall be provided by the PROVIDER (including its subcontractor(s) where appropriate):

<u>Coverage</u>	<u>Limits</u>
<i>Automobile Liability, Comprehensive Bodily Injury:</i>	<i>\$1,000,000 per accident</i>
<i>Property Damage:</i>	<i>\$ 50,000 per occurrence</i>
<i>Professional Liability</i>	<i>\$1,000,000 per claim or \$2,000,000 per annual aggregate</i>

The minimum insurance required shall be in full compliance with the Hawaii Insurance Code throughout the entire term of the Contract, including supplemental agreements. Each insurance policy shall be written by 1) an insurance company licensed to do business in the State of Hawaii, or 2) if not licensed by the State of Hawaii, an insurance company which meets §431:8-301, Hawaii Revised Statutes.

Upon execution of the Contract, the PROVIDER agrees to deposit with the STATE certificate(s) of insurance necessary to satisfy the STATE that the insurance provisions of this Contract have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the STATE during the entire term of this Contract, including those of its subcontractor(s), where appropriate. Upon request by the STATE, PROVIDER shall be responsible for furnishing a copy of the policy(ies).

Failure of the PROVIDER to provide and keep in force such insurance shall be regarded as material default under this Contract, entitling the STATE to exercise any or all of the remedies provided herein.

The PROVIDER will provide written notice within twenty-four (24) hours to the Contract Administrator should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.

18. SPECIAL CONDITIONS ARE SUPPLEMENTAL

Nothing in the Special Conditions of the Contract shall supersede the General Conditions, but shall serve to supplement the General Conditions, except where

a conflict exists between the General Conditions and Special Conditions, in which case the Special Conditions shall apply.

19. APPROVALS

This Contract 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.