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 F14-022
Title:	Mental Health and Behavioral Intervention Services for the Deaf and the Hard of Hearing (Statewide)
Deadline:	2:00 p.m. Hawaii Standard Time, August 21, 2014
Contact Person:	Nicole Agena
Contact's e-mail Address:	Nicole_Agena@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. F14-022

Mental Health and Behavioral Intervention Services for the Deaf and the Hard of Hearing

(Statewide)

July 16, 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.*

July 16, 2014

REQUEST FOR PROPOSALS

MENTAL HEALTH AND BEHAVIORAL INTERVENTION SERVICES FOR THE DEAF AND THE HARD OF HEARING
RFP F14-022

The Department of Education (the "**DOE**" or the "**Department**"), School Based Behavioral Health Services Section ("**SBBHS**") is requesting proposals from qualified providers to furnish mental health and behavioral intervention services to eligible students who are deaf or hard of hearing. Services should combine educational, behavioral and mental health approaches to provide time limited interventions designed to help students effectively access the general education curriculum. The contract term will be from January 1, 2015, through and including December 31, 2015. Multiple contracts may be awarded under this request for proposals ("**RFP**").

Proposals shall be mailed, postmarked by the United States Postal Service on or before August 21, 2014, and received no later than 10 days from the submittal deadline. Hand delivered proposals shall be received no later than 2:00 p.m., Hawaii Standard Time (HST), on August 21, 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 *for all islands* on July 31, 2014 from 3:30 p.m. to 4:30 p.m. HST, at the DOE, Office of Curriculum, Instruction and Student Support (OCISS) Annex, 475 22nd Avenue, Building 302, Conference Room 264a Small Room, Honolulu, Hawaii. All prospective applicants are encouraged to attend the orientation.

The deadline for submission of written questions is 2:00 p.m., HST, on August 1, 2014. All written questions will receive a written response from the DOE on or about August 6, 2014.

Inquiries regarding this RFP should be directed to Nicole Agena, DOE Procurement and Contracts Branch ("**PCB**") at 94-275 Mokuola St, Room 200, Waipahu, Hawaii 96797, by telephone at (808) 675-0130, or via email at Nicole_Agena@notes.k12.hi.us.

PROPOSAL MAIL-IN AND DELIVERY INFORMATION SHEET

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

ALL MAIL-INS SHALL BE POSTMARKED BY THE UNITED STATES POSTAL SERVICE (USPS) NO LATER THAN **August 21, 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

Nicole Agena, 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), August 21, 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., **August 21, 2014**.

Drop-off Sites

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

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Section 1

Administrative Overview

Section 1
Administrative Overview

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

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.

Activity	Scheduled Date
Public notice announcing Request for Proposals (RFP)	July 16, 2014
Distribution of RFP	July 16, 2014
RFP orientation session	July 31, 2014
Closing date for submission of written questions for written responses	August 1, 2014
State purchasing agency's response to applicants' written questions	August 6, 2014
Discussions with applicant prior to proposal submittal deadline (optional)	
Proposal submittal deadline	August 21, 2014
Discussions with applicant after proposal submittal deadline (optional)	
Final revised proposals (optional)	
Proposal evaluation period	August 22, 2014 - August 29, 2014
Provider selection	September 3, 2014
Notice of statement of findings and decision	September 10, 2014
Contract start date	January 1, 2015

1.2 Website Reference

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

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

Non-SPO websites

(Please note: website addresses may change from time to time. If a link is not active, try the State of Hawaii website at 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) 305-9789 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.

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

1.7 Orientation

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

Date:	July 31, 2014	Time:	3:30 p.m. - 4:30 p.m.
Location:	DOE, OCISS Annex, 475 22nd Avenue, Building 302, Conference Room 264a Small Room, Honolulu, HI 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: August 1, 2014 **Time:** 2:00 p.m. HST

State agency responses to applicant written questions will be provided by**:**
Date: August 6, 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: Procurement Director	Name: Steve Shiraki
Title: Director, Procurement and Contracts Branch	Title: Administrator, OCISS/SSB/CSSS
Mailing Address: 94-275 Mokuola Street, Room 200, Waipahu, HI 96797	Mailing Address: 475 22nd Avenue, Bldg. 302, Room 201 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 on included in Attachment E, General Conditions. Special conditions may also be imposed contractually by the DOE, 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

ADA	Americans with Disabilities Act
APRN	Advanced Practice Registered Nurse
BASC-2	Behavior Assessment System for Children, 2nd Edition
BIMAS	Behavior Intervention Monitoring and Assessment System
BINT	Behavior Intervention
BSP	Behavioral Support Plan
CAFAS	Child & Adolescent Functional Assessment Scale
CASSP	Hawaii Child and Adolescent Service System Program
CSSS	Comprehensive Student Support System
D/HH	Deaf or Hard-of-Hearing
DCCA	Department of Commerce and Consumer Affairs
DCSW	Diplomate in Clinical Social Work
DES	District Educational Specialist
DOE	Department of Education
DOTAX	Hawaii Department of Taxation
EBA	Emotional Behavioral Assessment
eCSSS	Electronic Comprehensive Student Support System
ESY	Extended School Year
FBA	Functional Behavioral Assessment
FERPA	Family Educational Rights and Privacy Act
GSS	General Supervision and Support
HAR	Hawaii Administrative Rules
HSDB	Hawaii School for the Deaf and the Blind
HRS	Hawaii Revised Statutes
HST	Hawaii Standard Time
IDEIA-2004	Individuals with Disabilities Education Improvement Act -2004
IEP	Individualized Education Plan
IRS	Internal Revenue Service
LMFT	Licensed Marriage and Family Therapy
OCISS	Office of Curriculum, Instruction and Student Support
QAIP	Quality Assurance and Improvement Plan
QAP	Quality Assurance Plan
QMHP	Qualified Mental Health Professional
RFI	Request for Information
RFP	Request for Proposal
SBBH	School Based Behavioral Health Services
SOP	Standards of Practice
SOS	Student Observation System
SPO	State Procurement Office
SSC	Student Services Coordinator
SSP	Student Service Plan
SVF	Service Verification Form
USPS	United States Postal Service

2.1 Introduction

A. **Overview, purpose or need**

The purpose of this RFP is to solicit private providers of mental health and behavioral intervention services (agencies and/or individuals) interested in providing mental health and behavioral interventions as related services to eligible students who are deaf or hard-or-hearing (**D/HH**) through School-Based Behavioral Health (**SBBH**) 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 Request for Information ("**RFI**") was issued on August 22, 2013 and posted on State of Hawaii, State Procurement Office website. Additional planning information, if any, may be obtained by contacting the contact person designated for this RFP.

C. **Description of the service goals**

SBBH 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 who are deaf or hard-of-hearing to successfully engage in standards-based educational opportunities through overcoming individual barriers to learning that occur from a social, emotional, behavioral or mental health concern.

D. **Description of the target population to be served**

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

In Hawaii, approximately 25-40 students currently require such services. A significant reduction in this number is not anticipated between the release of this RFP and June 30, 2015. However, as the DOE builds employee capacity to provide this service, the need for contracting for this service may decrease.

E. **Geographic coverage of service**

The services are sought statewide, in all DOE districts, but are limited to students who are deaf or hard-of-hearing, and are implemented through SBBH. Refer to ***Section 3 POS Proposal Applications*** for specific requirements for submitting proposals.

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 for students who are deaf or hard-of-hearing approximates up to $200,000.

Increased funding is not expected to be available. 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) Output Measures
(3) Quality of Care/Quality of Services
(4) Financial Management
(5) 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 *For Vendors*
Click on *Vendor Guide*
Click on Methods of Procurement
Click on *Health & Human Services*
Click on *Competitive Purchase of Services Procurement Method*
Click on *Cost Principles (Rev. 9/2011)*

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 the requirements specified by the DOE in this RFP. The criteria for multiple awards include, but are not limited to, the following:

The score of 85 points or higher, awarded to the applicant's proposal based on the criteria set forth in this RFP.

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	Twelve (12) months
Length of Each Extension	One (1) year
Number of Possible Extensions	Five (5) extensions
Maximum Length of Contract	Six (6) Years
Initial Period	The initial contract period shall commence on the contract start date.
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 will be provided upon award of a contract. However, applicant may request a preliminary draft by contacting the Contract Administrator.

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 for each specific training:

1. The desired trainee outcomes;
2. List of training materials used (e.g. books, videos, professional articles);
3. How the trainee has met the outcomes; and
4. Trainer(s) qualifications and experience with the target population.

The training plan(s) should be included in the applicant's proposal. The applicant must adhere to the following provisions for any service activity.

3. Work Activities

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

The proposal application should detail plans for successful transfer of students to a new provider provision to available DOE employees or other DOE contracted providers.

The proposal application should also 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.

In the event that an applicant intends to integrate services with schools, agencies,

and other DOE contracted providers, applicants presuming to utilize any community assets, staff, facilities, or instructional resources, including those of the DOE, should submit documentation of any agreements with the relevant organizations/agencies confirming the applicant's intent to participate in service delivery in the event the applicant is successful and awarded a contract.

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

a. INDIVIDUAL COUNSELING

b. GROUP COUNSELING

c. PARENT EDUCATION/TRAINING

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

<u>Supervision Requirements</u>

<u>Credential Requirements</u>

<u>Criminal History Record Check Requirements</u>

<u>Notification Requirements</u>

<u>TB Clearance Requirements</u>

2. Administrative

<u>Medicaid Requirements</u>

<u>Confidentiality Requirements</u>

<u>Sentinel Event/Incident Notification Reports</u>

<u>Use of Restraints Policy</u>

<u>Facilities</u>

3. **Quality Assurance [and evaluation specifications]**

4. **Performance Requirements [Output and performance/outcome measurements]**

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:

   <u>Program Requirements</u>

   <u>Fiscal Requirements</u>

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 as designated by the DOE. The cost proposal must be attached to the proposal application for those specific services as listed on the DOE Rate and Cost Summary Worksheet.

The DOE will not consider proposals for services with rates that are above the maximum allowable 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 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. (Note: "Maximum" should reflect the maximum number of students that an agency has the capacity to service. "Minimum" refers to the minimum number of students the agency would need to provide the service in various locations).

B. Units of service and unit rate

Refer to **Attachment 1, *Contract Minimum and Special Conditions*, 8. Compensation, 9. Compensation Rates, and 10. Invoicing and Payment Schedule**.

C. Method of compensation and payment

Refer to **Attachment 1, *Contract Minimum and Special Conditions*, 8. Compensation, 9. Compensation Rates, and 10. 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 applicant would ensure outcomes from the services provided. As this is an educationally related service, the primary outcome measure the DOE is accustomed to is an improvement in grades, behaviors, attendance, behavioral survey, or scholastic criteria as set forth in the student's IEP or MP. Applicant responses should seek to detail how work is evaluated and reviewed by supervisors, and to what degree providers are accountable for providing sound interventions 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 school and 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 transition 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 (e.g. to support tele-health) 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, 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 or Health, 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 including ASL expertise.)

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://www.hawaiipublicschools.org/ParentsAndStudents/EnrollingInSchool/SchoolFinder/Pages/home.aspx.

Table 1
Anticipated Number of Students Needing Services by Level of Care and District based on FY14 Data

Service	HDO	CDO	LDO	EHDO	WHDO	WDO	MDO	KDO
Individual Counseling	10	0	0	0	0	0	0	0
Group Counseling	0	0	0	0	0	0	0	0
Parent/Ed Training	4	0	0	0	0	0	0	0
School Consultation	10	0	0	0	0	0	0	0
Education Team Planning	10	0	0	0	0	0	0	0
Court /Due Process Hearing	0	0	0	0	0	0	0	0

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.

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:

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 the DOE Rate Schedule.

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 number of service units it can provide for which there is sufficient operating capacity (e.g., adequate, planned and budgeted space, equipment, staff, use of tele-health 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 (http://www.spo.hawaii.gov). The following budget form(s) shall be submitted with the POS 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-Individual Counseling, Group Counseling). 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.

The 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.

Applicants who meet all requirements based on the rating listed in this section shall 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 85 points or better as detailed in this section and the applicant's total score must include points in each of the following evaluation categories: Experience and Capability; Project Organization and Staffing; Service Delivery; and Financial.*** Qualified applicants will be placed on DOE's School Based Services Qualified Providers List. 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 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, and the needs and interest 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		***Pass or Rejected***
Proposal Application		**100 Points**
Program Overview	0 points	
Experience and Capability	18 points	

Project Organization and Staffing	20 points
Service Delivery	55 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
- Federal Certifications

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 through an educational and not a clinical model.
- The applicant demonstrates a clear understanding of how to deliver these services in concert with the goals and philosophical approach of the DOE, 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 (18 Points)***

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

A. Necessary Skills

- Demonstrated skills, abilities, knowledge of, and experience relating to the delivery of the proposed mental health and behavioral services resulting in educational benefit and through evidence based interventions of <u>its supervisors</u>. [***2 points***]
- Demonstrated skills, abilities, knowledge of, and experience relating to the delivery of the proposed mental health and behavioral services resulting in educational benefit and through evidence based interventions of its <u>direct service personnel</u>. [***2 points***]
- Demonstrated certification in ASL of direct service personnel [***4 points***]

B. Experience

- The experience and capacity of its <u>supervisors</u>, or those overseeing the delivery of the services and their knowledge or expertise in evidence based mental health and behavioral interventions and in working with the target population. [***2 points***]
- The experience and capacity of its <u>direct service personnel</u> and their knowledge or expertise in evidence based mental health and behavioral interventions or in working with the target population. [***2 points***]

C. Quality Assurance and Evaluation

- Sufficiency of quality assurance and improvement plans (**QAIP**) for the proposed services, including methodology. [***2 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. [**2** ***points***]

2. ***Project Organization and Staffing (20 Points)***

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

A. ***Staffing***

- Proposed 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? [***2 points***]
  - Does the applicant have a clearly detailed and viable plan for obtaining necessary staff? [***1 point***]
- Staff Qualifications: Minimum qualifications (including experience) for staff assigned to the program:
  - The applicant should have detailed and demonstrated a background review process. [***2 points***]
  - The applicant should have a detailed screening process for determining competency of providers to deliver evidence based mental health and behavioral interventions 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 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 (55 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 mental health and behavioral intervention service array and how that will result in an educational benefit with the target population. [**10 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. [**5 points**]
- The response should clearly demonstrate how the referral system will avoid service delays or keep the DOE apprised of service gaps. **[3 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 the districts. [**5 points**]
- For each service, it should be clearly detailed how the tasks will be accomplished in a manner that will demonstrate progress towards meeting service plan objectives. [**5 points**]
- Evidence that the service activities are in conformity with educational best practices and are evidence based as described in peer reviewed established professional publications for the target population. [**5 points**]
- Demonstration of the applicant's knowledge and commitment to least restrictive mental health and behavioral interventions. [**5 points**]
- Demonstration of the applicant's policies and procedures for identifying, addressing and managing transfer of students to new providers. [**5 points**]
- Clearly addresses <u>how</u> the services will be delivered collaboratively with the DOE, and will focus on assisting the student to make progress towards service plan objectives that result in educational benefits. [**5 points]**
- Description <u>how</u> applicant's providers will collaborate and problem solve with classroom teachers and school staff. [**5 points**]

4. *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. [***1 points***]
- Description of applicant's willingness to adopt and use DOE billing and invoicing system. [***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 billing procedures including, if applicable, the procedures in which employees or agents are paid. [***2 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

A. Proposal Application Checklist

B. Sample Proposal Table of Contents

C. Wage Certification

D. Federal Certifications

E. 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:				
Federal Certifications		Section 5, RFP		
Debarment & Suspension		Section 5, RFP	**X**	
Drug Free Workplace		Section 5, RFP	**X**	
Lobbying		Section 5, RFP	**X**	
Program Fraud Civil Remedies Act		Section 5, RFP	**X**	
Environmental Tobacco Smoke		Section 5, RFP	**X**	
Program Specific Requirements:				
Attachment C - Wage Certificate	Section 1, RFP	Section 5, RFP		
Attachment 2 - Rate & Cost Summary Worksheet	Section 2, RFP	Section 5, RFP	**X**	
Financial Audit (if available)			**X**	
Program Annual Report (if available)			**X**	

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

Attachment B
Organization: _____
RFP No:_____

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WAGE CERTIFICATE

Subject: Project No. RFP F14-022

Description of Project: Mental Health and Behavioral Intervention Services for the Deaf and the Hard of Hearing

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: _____

CERTIFICATIONS PHS-5161-1-CERTIFICATIONS (7/00) OMB Approval No. 0920-0428

1. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION.

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

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

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

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

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

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

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

2. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS.

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

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

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

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

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

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

(f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d) (2), with respect to any employee who is so convicted--
  (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

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

For purposes of paragraph (e) regarding agency notification of criminal drug convictions, the DHHS has designated the following central point for receipt of such notices: Office of Grants and Acquisition Management Office of Grants Management Office of the Assistant Secretary for Management and Budget Department of Health and Human Services 200 Independence Avenue, S.W., Room 517-D Washington, D.C. 20201

3. CERTIFICATION REGARDING LOBBYING

Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection

with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (non-appropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING $100,000 in total costs (45 CFR Part 93).

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

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all 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.

Signature of Authorized Certifying Official	**Title**
Applicant Organization	**Date Submitted**

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 Responsibilites. 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.

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Exhibit A
SERVICE REQUIREMENTS AND ACTIVITIES

1. Introduction

1.1 The Hawaii Department of Education (the "**DOE**", the "**Department**" or the "**STATE**") administers the statewide system of public schools. Student achievement is at the core of the Hawaii State Department and Board of Education Strategic Plan. The focus of the strategic plan identifies strategic targets in key areas such as attendance, discipline, achievement gains, staff development, and parent and community satisfaction to support the DOE goals of: Student Success, Staff Success and Successful Systems of support.

1.2 The scope of education programs and services of the public schools encompasses grades kindergarten though 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 DOE offers special programs and services for students who are disabled, gifted, learning English as a second language, economically and culturally disadvantaged, at risk youth, or institutionally confined. Applicable Federal and state statutes and regulations govern the provision of some behavioral health services (e.g., 34 C.F.R. Section 300 and Hawaii Administrative Rules (HAR) Chapter 61 and 60).

1.2.1. The Comprehensive Student Support System (CSSS) ensures that ALL students achieve to their greatest potential when school administrators, students, teachers, staff, families, and school communities work together in compassionate, nurturing, and efficient partnerships. The major components of CSSS are:

- High quality instructional leadership
- Good curriculum, instruction and assessment
- A continuum of Comprehensive student supports.

1.2.2. It is the skillful integration and the implementation integrity and fidelity of the foregoing three components that ensures success for the whole child, his/her family and the school community.

1.2.3. The electronic Comprehensive Student Support System (eCSSS) serves as the database system that allows schools and complexes to identify, monitor and track student concerns and progress over time.

1.3 In accordance with the IDEIA-2004 and Section 504 – Subpart D of the Rehabilitation Act (as amended), the DOE strives to provide an integrated educational model for students with educational disabilities to realize reasonable benefits from their education.

2. Service Activities

The PROVIDER shall provide services in accordance with **Exhibit A, Section 5, entitled *Service Activities*.**

3. Target Population

The PROVIDER shall provide mental and behavioral health services to students who are eligible for the services. Students who are eligible for the services described in this Contract must meet the following criteria:

3.1. 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

3.2. The student has or is suspected of having a disability described in HAR Sections 8-60-16 to 8-60-29 or HAR sections 8-61-1 to 8-61-38; and either:

3.2.1. The student has an IEP developed under criteria described in HAR Chapter 60, that is, the student is eligible for services under the categories of deaf or hearing impaired set forth in HAR Chapter 60 and the student needs special education and related services because of the disability; or

3.2.2. The student has a 504 plan developed under criteria described in HAR Chapter 61, that is, the student is eligible for related services under HAR Chapter 61 criteria as it relates to students' deafness or hearing deficits and the student needs a 504 plan and related services because of the disability; and

3.2.3. The student is currently exhibiting moderate to severe social, emotional or behavioral deficits that are supported by multiple data sources (e.g., Mental Health Assessment, BASC-2, BIMAS, Psychiatric Diagnostic Evaluation, etc.) and is in need of intensive mental or behavioral health interventions, as articulated in the present level of educational performance (PLEP) and 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. <u>Supervision Requirements</u>

4.1.1.1. Mental Health and Behavioral Intervention Services personnel (agency staff or subcontracted staff) shall receive, at a minimum, one (1) hour per month of individual supervision. Supervision may include a combination of methods such as case review, direct observation, coaching, and/or role modeling to improve the skill

level of the provider.

4.1.1.2. Upon a request from the DOE, the PROVIDER must provide the requested supervision documentation within two (2) working days from the request.

4.1.1.3. Supervisors under this contract shall possess a current Hawaii license to provide mental or behavioral health services and a minimum of three years of experience in supervision.

4.1.1.4. All supervision must be documented in the provider personnel files and include:

- Date, place, length of time of session;
- Method of supervision;
- Case related topics discussed; and
- The printed name, signature, and credentials of the individual providing supervision.

4.1.1.5. Case Consultation Requirements. The agency provider shall meet once a month for one hour, for clinical case review with the DOE complex area clinical psychologist VIII to review all current cases. Case consultation may be done in person or online or on the telephone.

4.1.1.6. Case Consultation must be documented in the provider personnel files and include:

- Date, place, length of time of session;
- The name, signature, and credentials of the individual providing supervision.

4.1.1.7. American Sign Language ("**ASL**") requirement. All providers must be proficient according to ASL certification required by the profession. Certification must be submitted through application and to the school prior to delivery of services.

4.1.2. <u>Credential Requirements</u>

4.1.2.1. The PROVIDER must maintain personnel files that include documentation of the training, supervision, appropriate credentialing, ASL Certification and ongoing performance of all employees, agents, and volunteers. The PROVIDER must complete and submit 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 DOE, 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 RFP and contract.

4.1.2.3. The PROVIDER must maintain written policies and procedures, subject to the DOE approval, that identifies the PROVIDER's process for primary source verification of all personnel. Agencies must have all original transcripts on file for each provider providing services under this contract.

4.1.2.4. 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. <u>Criminal History Record Check Requirements</u>

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 DOE if any employee, agent, volunteer or prospective employee who is providing services under this RFP and contract has been convicted of a criminal offense. 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.

4.1.3.2. The PROVIDER shall require, at a minimum, 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 fingerprint 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 DOE 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 DOE 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 DOE 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

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

4.1.4.1. Any employee, agent or volunteer's license to practice in the State of Hawaii is suspended, conditioned, revoked, expired, or terminated;

4.1.4.2. Any employee, agent 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;

4.1.4.3. Any employee, agent or volunteer is convicted of a fraud or felony;

4.1.4.4. 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

4.1.6.1. All training must be conducted or facilitated by qualified mental or behavioral health professionals with expertise to conduct the

training and would meet minimum qualifications to offer continuing education units.

4.1.6.2. The PROVIDER must adhere to the following provisions for any service activity. All direct services staff and sub-contracted personnel shall receive:

4.1.6.2.1. Forty (40) hours of professional development and training each year as specified and approved by the DOE.

4.1.6.2.2. All new hires and sub-contractors performing direct services shall meet required fifteen (15) hours of training prior to service delivery.

4.1.6.2.3. Annual training for direct services staff or sub-contractors with the agency for one year or more, shall meet the requirements of a two-hour review of DOE Culture training and a 2 hour review of SBBH related training when proof of prior training in same area has been completed.

4.1.6.3. All Agencies must ensure that its direct services staff (including sub-contracted personnel) completes fifteen (15) hours of training <u>before</u> beginning service delivery. The fifteen (15) hours of training shall include:

4.1.6.3.1. **A minimum of four (4) hours training in DOE Culture:**

- IDEIA-2004 and HAR Chapter 60 and 61 (or subsequent revisions) requirements, including procedures and eligibility criteria, IEP or 504 teaming process and writing IEP or 504 Goals and Objectives for mental health or behavioral health concerns that result in benefit to education.
- HAR Chapter 19 procedures and requirements; including how to report incidents to the administrator of a school
- DOE Common Core Curriculum
- Multi-tiered systems of interventions and supports, continuum of behavior support interventions
- FERPA and HAR Chapter 34 requirements; (including FERPA and HIPAA guidance http://www2.ed.gov/policy/gen/guid/fpco/doc/ferpa-hipaa-guidance.pdf)
- State of Hawaii laws regarding child abuse and neglect reporting, reporting of criminal behavior and threats regarding suicide and homicide

4.1.6.3.2. **A minimum of two (2) hours training in:**

- Writing Student Intervention Plans, crisis plans, step-down planning (hereinafter described as fade/transfer/exit planning), and progress notes requirements.

4.1.6.3.3. **A minimum of nine (9) hours training in current SBBH requirements:**

- BASC 2 Teacher, Parent and Youth rating scales, Student Observation System (SOS) and the use of BASC 2 reports for intervention planning.
- Behavior Intervention Monitoring Assessment System (BIMAS) Teacher, Parent and Youth rating scales for intervention planning and progress monitoring
- Functional Behavior Assessments, Behavior Support Planning, Data collection and purposes for collecting data relating to reduction of social, emotional and behavioral concerns.
- SBBH Data Log Reporting

4.1.6.4. **Annual training during contract year: A minimum of twenty-five (25) hours:**

4.1.6.4.1. Continuing education units for mental and behavioral health concerns related to target-population, specifically the deaf and hard of hearing.

4.1.6.4.2. Peer-reviewed educationally relevant, evidence-based interventions that includes social, emotional, and behavioral issues related to the target population, specifically the deaf and hard of hearing..

4.1.6.4.3. Training in established Practice Guidelines for Online Mental Health services, if PROVIDER is going to be using Tele-health venue for services.

4.1.6.5. Trainer Requirements and Qualifications:

4.1.6.5.1. Web based conferences and video conferencing sessions are acceptable by nationally recognized mental or behavioral health professionals.

4.1.6.5.2. Independent reading of material shall not be counted as training.

4.1.6.5.3. Time spent during a facilitated group discussion of qualified mental and/or behavioral health professionals of peer reviewed literature related to the target population, with prior approval by the DOE, is acceptable.

4.1.6.6. Documentation Requirements for All Training Sessions. The PROVIDER must maintain documentation of each training session or professional development session. Upon a request from the DOE, 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:

4.1.6.6.1. The name of the training professional development

4.1.6.6.2. The name and credentials of the individual providing the training

4.1.6.6.3. Date, place and length of time of session

4.1.6.6.4. Signature on an official registration sheet by each direct services staff member, including sub-contracted personnel

4.1.6.6.5. A record for each direct services staff member, including sub-contracted personnel, must be kept in his/her credentialing file

4.1.6.6.6. 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. DOE system applications shall not be used by non-DOE personnel (e.g., vendors, consultants, service providers) to demonstrate compliance with other laws, rules, and regulations (e.g., HIPAA). eCSSS and all other DOE system applications containing educational records are subject to compliance with FERPA and other policies and regulations pertaining to privacy and confidentiality; therefore, unauthorized disclosure of any information from the educational records is contained within those systems is strictly prohibited.

4.2.2.4. 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 DOE that address sentinel events and incident notification. These policies must address (1) how the PROVIDER will 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 compromises the safety or constitutes an emergency 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 DOE utilizing the prescribed DOE format.

4.2.4. Use of Restraints
The PROVIDER must have documentation and evidence of policies and procedures, approved by the DOE, 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 DOE monitoring protocol and compliance with all administrative and fiscal 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 DOE.

4.3.3. The DOE 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(s) General Supervision and Support (GSS) process. The PROVIDER shall implement an internal Quality Assurance Plan (QAP) that has been approved by the DOE, to assure the delivery of quality educational services and a plan for program assessment and continuous improvement. The QAP will include evidence supporting their plan and will be available for DOE review.

4.4. Performance Requirements

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

4.4.1. PROVIDER Monitoring

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

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

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

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

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

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

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

4.4.1.8. Preparation of annual reports

4.4.2. Prepare annual report on or before June 30th of each contract year:

4.4.2.1. Collaboration and consultation

- Number of school consultations and teaming that PROVIDER participates with, for students under this contract by number of students, by District, by month, by year.

4.4.2.2. Assessments (BASC 2 and or BIMAS)

- Number of students receiving an assessment by kind, by district, by month and annual total
- Demographic of Student
- Demographic of location of referrals by school and district
- Number of Assessments and kind (BASC 2 and BIMAS) by month and annual received by Teacher, Parent and Youth.
- Narrative summary of Top 3 common diagnostic referral concerns

4.4.2.3. Interventions:

- Number of students, by district, by month, by year total
- Demographic of Student
- Location of intervention (e.g. public school, tele-health,) per provider
- Average annual and weekly caseload per provider.
- Identify trends in what student's targeted behavior or reason for referral and data to show outcome of interventions using BASC 2 or BIMAS.
- Target and graph educational benefits (e.g. improved attendance, decrease in discipline referral, fewer suspensions, promotion or graduation rates, improved grades and test scores).

4.4.2.4. Brief narrative summary of successes and challenges of collaboration, consultation, assessments, and interventions 1- 1.5 pages maximum.

4.5. Requirements for Program Services and Fiscal Data

4.5.1. <u>Program Requirements</u>

4.5.1.1. The development and implementation of an electronic Comprehensive Student Support System ("**eCSSS**") will enable the DOE to integrate with other existing systems and generate

consolidated statistical information regarding student population, services and other related items (e.g., school lunch, attendance and graduation rates) from one location. eCSSS is web based and accessible from computers that have internet access and available to persons with approved security access.

4.5.1.2. In addition, the DOE desires to utilize technology in implementing such features as workflow, electronic forms, profiling, item banking of services and recommendations, electronic plan generation, case coordination, case management, documentation of services, and the measurement of the effectiveness of services.

4.5.1.3. PROVIDERs shall be required to input information into the Service Verification Module in the eCSSS data base, if appropriate. In the event eCSSS is amended or unavailable, the PROVIDER shall use the data system specified, or alternatively, the DOE 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.

4.5.1.4. Data entry into eCSSS (along with applicable requirements within each service activity) must be completed before invoice submission and payment.

4.5.1.5. At a minimum, PROVIDERs are required to have computer hardware/software that supports the operation and access to eCSSS including:

- Internet Explorer 7.x, 8.x, or 9.x (or as listed in the DOE's standards) for Windows on Personal Computer (laptop or desktop)
- Desktop resolution set to 1024 x 768 resolution
- Windows-based Personal Computer (laptop or desktop)
- Allow pop-up windows in Internet Explorer while in eCSSS
- Ability to temporarily hide search engine toolbars
- Adobe Acrobat Reader 8 or higher
- Internet connectivity, plus necessary equipment, training and technical support
- Active and available email account
- Securing (and not sharing) DOE system(s) information

4.5.1.6. PROVIDERs are responsible for arranging for their Internet connections; the DOE will not provide this service. PROVIDERs must also provide their own equipment, training and technical support. Email may be used for all provider correspondence and PROVIDERs will be responsible for checking accounts.

4.5.2. Fiscal Requirements

All claims/invoices for services must be submitted on-line utilizing eCSSS within fourteen (14) calendar days after the last day of each calendar month. In the event that the online Service Verification Module ("**SVM**") in the eCSSS data base is unavailable, original monthly claims/invoices, must be submitted within fourteen (14) calendar days after the last day of each calendar month to the applicable district. Invoices shall be submitted to the district office where the service was provided.

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

The DOE 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.

Final Reports and Other Documentation

The PROVIDER shall, at the completion of the contract period, submit a final written report summarizing contract performance to the DOE in a format to be prescribed by the DOE.

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 social, emotional, mental and behavioral health intervention services based on an evidence-based model conducive to success in meeting academic goals and objectives in the IEP or 504 plan and the Common Core State Standards.

5.1.1.2. Provide appropriate transfer among and between individual providers or DOE personnel. The transfer process shall include discussion of the student's current level of functioning on IEP/504 goals being worked on, progress on the implementation of the Student Intervention Plan, discussion of a student's strengths and challenges, and demonstration of instructional strategies that have proven to be effective with student. The PROVIDER is responsible for maintaining notes and records sufficient to facilitate a smooth, proper and complete transfer, and shall make those notes/records/data available to DOE staff within two (2) working days of such a request. The PROVIDER must exhibit an ability to maintain and administer such notes, records and data,

including policies and procedures.

5.1.1.3. Provide services according to time and frequency parameters specified by the IEP/504 and authorized by the DOE. 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 DOE. In addition, services must be provided in a timely manner, (e.g., a provider shall 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. Upon initiation of services and annually, prior to the IEP, the BASC 2, BIMAS, or DOE approved equivalent, shall be administered (this includes at minimum, Parent Rating Scale, Teacher Rating Scale, and Self-Report checklists). It is recommended that the Teacher rating scale be administered by the teacher who works with the child in the setting of difficulty. The report from the BASC 2 data, BIMAS or DOE approved equivalent, shall be used in the development of a Student Intervention Plan.

5.1.1.5. Develop and review a written Student Intervention Plan, in collaboration with the student, family, and school prior to initiating such services as may be specified in the IEP/504. The Student Intervention Plan shall include the student's IEP/504 goals/objectives, and all SBBH related sections of the Behavior Support Plan ("BSP") and BASC 2 or BIMAS data (or DOE approved equivalent). In addition, the Student Intervention Plan shall include additional specific details to the individual contract provider's services to the student which are necessary to provide effective counseling and other SBBH services to address the student's goals and objectives.

5.1.1.6. Provide written SBBH Quarterly Progress Reports to the IEP/504 Care Coordinator. Quarterly is defined within the context of the school year. The report must be submitted to the IEP/504 Care Coordinator two (2) weeks before the end of the quarter. Provider shall incorporate outcome data findings and the contents of the SBBH Quarterly Progress Report into the eCSSS Quarterly Progress Report.

- Additionally, a written SBBH Quarterly Progress Report is due at the end of each ESY period for students who are eligible for this service during the ESY period.
- Input report data into eCSSS and the SBBH supplemental

database or data log systems. (Data to be inputted into eCSSS may include assessment data, service records, IEP/504 Progress Reports, and other required data for contracted services)

5.1.1.7. By the fifth (5th) day of every calendar month, input of required data into eCSSS and the SBBH data logs, reporting on end-of-month student status, as well as student progress and service activities over the entire month. If the 5th day falls on the weekend or a holiday, data input is due on the preceding school day. Monthly Data Logs shall be submitted to designee in the state SBBH offices.

5.1.1.8. For any data or report required for input, in the event eCSSS or the SBBH data log is amended or unavailable, the PROVIDER shall use the data system specified, or alternatively, the DOE 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.

5.1.1.9. Tracking of outcome measures shall, at a minimum, include quarterly completion of the BASC-2 Student Observation System (SOS) in the setting of difficulty. If SOS is not applicable, then an appropriate alternative such as the BIMAS checklist must be completed, such as, Parent Rating Scale, Teacher Rating Scale, or Self-Report at the beginning and end of school year. Data shall be incorporated into the SBBH Progress Report.

5.1.1.10. Provide intervention services at the student's school, or at a site identified as best suited to address IEP/504 goals and objectives. The DOE has final determination of the location of the delivery of service, tele-health venues are acceptable.

5.1.1.11. Sign in at the school office when entering a school campus and sign out when leaving a school campus.

5.1.1.12. A Service Verification Form or DOE approved equivalent (e.g. transmission tele-health report) must be completed and submitted on a monthly basis to the IEP/504 care coordinator or designated DOE personnel for all services delivered.

5.1.1.13. Wear appropriate identification when visiting a school campus.

5.1.1.14. Maintain appropriate levels of contact (as specified per service) with school staff and families, as directed by the school.

5.1.1.15. Make contact with the school staff and/or student/family within one (1) week of 'authorization of services' (hereinafter procurement) and be able to initiate service within two (2) weeks of procurement.

5.1.1.16. Engage in the timely scheduling of appointments, processing of documents, and participation in conference meetings.

5.1.1.17. Participate in the General Supervision Support (GSS) process at the request of the DOE.

5.1.1.18. Have competency, and provide proof of such if requested by the DOE, to provide the services, specifically related to the educational implications of moderate to severe social, emotional, mental and/or behavioral deficits of children/youth who are deaf or hard of hearing.

- Communicate using the student's/client's preferred mode, including fluent American Sign Language ("**ASL**") for students who require it. Demonstrate competency in ASL.
- Demonstrate competency in identifying the unique mental or behavioral heath issues of students who are deaf or hard-of hearing.
- Intensive training in counseling individuals who are deaf or hard-of-hearing may be considered as one qualifying factor for this competence.

5.1.1.19. Participate in Internal Auditing process at the request of the DOE.

5.1.1.20. Participate in student specific meetings when requested by the DOE. Student specific meetings may be held for the purpose of discussing the student's progress or lack thereof and/or changes in the Student Intervention Plan between school staff, parents and providers.

5.1.1.21. Provide information to the DOE or IEP/504 teams on the PROVIDER's services within two (2) working days of a request by the DOE.

5.1.1.22. Adhere to all DOE SBBH guidelines relating to specific programs and activities.

5.1.2. Requirements for Tele-Health as a service delivery location method

5.1.2.1. 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.

5.1.2.2. All tele-health venues shall meet current confidentiality standards for tele-health transmission.

5.1.2.3. The PROVIDER shall conduct one (1) visit to the school or a STATE arranged location following execution of the contract, within the timeframe arranged between the PROVIDER, district and schools across the state. During this visit, the PROVIDER shall introduce the tele-health model of service delivery to the STATE school staff, students, and families receiving services.

5.1.2.4. Time spent and all costs associated with conducting the visit shall be considered included costs of the Tele-health service delivery method.

5.1.2.5. Abide by all current practice guidelines for video-based online mental health services. 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

5.2. Individual Counseling

5.2.1. Service Description

5.2.1.1. Individual Counseling services include regularly scheduled, face-to-face sessions with a student using his/her preferred communication mode, including fluent American Sign Language, and are designed to improve student functioning to allow increased **benefits** from his/her educational program. These services may be provided face to face in the school, community or home setting or, if appropriate, in the provider's office, in a setting best suited for educational benefit, as determined by the DOE. Tele-health venues may also be used when following current guidelines for video-based online mental health services. Services are to be provided directly, not through an American Sign Language interpreter, by the service provider in fluent American Sign Language as the student requires it.

5.2.1.2. Individual Counseling includes evidence based best practice interventions involving written Student Intervention Plans linked

to BASC 2 or BIMAS data (or other DOE approved equivalent), behavioral support plans and IEP/504 goals and objectives. It also includes cognitive-behavioral strategies, systemic interventions, crisis planning and facilitating access to other community mental and/or behavioral health services and supports as needed to improve overall functioning and increase independence.

5.2.1.3. Individual Counseling sessions may include a brief conference with the parent, if appropriate (which shall be included as part of the service). Specific objectives for Individual Counseling sessions shall address social, emotional, mental and behavioral health concerns which may include: reduction of symptoms; increasing behavioral control; improving attention, social, coping, anger management, problem-solving, and other related skills. Interventions shall be strengths- and evidence-based and tailored to address identified student needs and shall be evaluated for effectiveness at least quarterly.

5.2.1.4. The provider must have a Student Intervention Plan for each student seen in Individual Counseling. The Student Intervention Plan must be in written form, and results in an educational benefit for student. The Student Intervention Plan shall support the student's current BSP , as applicable, and address the student’s strengths and emotional, mental and behavioral health needs, by describing the provider’s immediate objective(s), specific evidence-based interventions, and target dates for reaching those objectives. The Student Intervention Plan shall also include the provider's focused intervention plans, as well as aspects of crisis and fade/transfer/exit plans that are relevant to the role of the provider of Individual Counseling.

5.2.1.5. The intent of the Student Intervention Plan is to ensure that it supports the achievement of the IEP/504/BSP goals and objectives.

5.2.1.6. Individual Counseling shall include all of the following:

- Access and review all assessment and other historical data available in the student’s educational record.
- Use BASC 2 or BIMAS data to develop Student Intervention Plan
- Participate in the Functional Behavior Assessment/Behavior Support Plan process when requested by the school as indicated.
- Assist team with determining eligibility and developing IEP/504 goals and objectives.
- Participate as an IEP/504 team member when requested. If the DOE requires the contracted provider to attend an IEP meeting

for the student, authorization must come from a DOE administrator affiliated with the IEP team and be billed under Educational Team Planning Participation.

- Develop a Student Intervention Plan for each student as described above.
- Implement Student Intervention Plans for individual students. On an ongoing basis, monitor the effect of evidence-based interventions in meeting objectives and goals.
- Schedule regular sessions to work with student in accordance with the student's IEP/504 and school schedule.
- Review the Student Intervention Plan and adjust interventions, refine understanding of student strengths, needs, goals, and monitor student progress at least every 30 days.
- Develop a written crisis plan, as needed, in collaboration with the student, family, teachers, and other relevant parties.
- Update crisis intervention and fade/transfer/exit plans within the Student Intervention Plan based on such reviews.
- Assist with fade/transfer/exit planning in collaboration with IEP/504 team as may be required. Review the written transfer/exit plan periodically including exit goals, specific target dates for reaching each goal and other included plan details to determine when counseling can appropriately conclude or student can transfer to school related supports, such as a school counselor or volunteer mentor.
- Foster the integration of services across domains (home, school, and community) as needed.

5.3. Group Counseling

5.3.1. Service Description

5.3.1.1. Group Counseling services include regularly scheduled membership in service provider facilitated groups of three (3) to six (6) students, and is designed to improve student functioning in their identified areas of concern.

5.3.1.2. Group Counseling services are both focused, evidence based and typically time-limited. Students shall be exited from the group when appropriate IEP/504 and BSP goals and objectives are reached. Group counselors may utilize verbal instruction, modeling, coaching, role-playing, social skill building, behavioral practice and other group-oriented experiential techniques. Fluent American Sign Language is required if students use it as their primary communication mode.

5.3.1.3. Specific goals may include: skill development, reduction of reoccurring problem behaviors; reduction of symptoms; increase in

behavioral control; and improved attention, social, recreational, coping, anger management, problem-solving, and other daily educational or living skills. Interventions utilized should be strengths- and evidence-based and tailored to address identified needs of the individual student. They are to be provided directly, not through an American Sign Language interpreter, by the service provider in fluent American Sign Language if the student requires it.

5.3.1.4. Services are designed to promote healthy independent functioning and to build upon the natural strengths of the student and community resources.

5.3.1.5. The provider shall have a Student Intervention Plan for each student seen in Group Counseling. The Student Intervention Plan must be in written form, and responds to Goals and Objectives that result in educational benefits. The Student Intervention Plan shall support the student's current BSP, as applicable, and address the student’s emotional-behavioral health needs by describing the provider’s immediate objective(s), specific interventions, and target dates for reaching those objectives. The Student Intervention Plan shall also include the provider’s focused intervention plans, as well as aspects of crisis and fade/transfer/exit plans that are relevant to the role of the provider of Group Counseling.

5.3.1.6. The intent of the Student Intervention Plan is not to supplant or redo the IEP/504 or the current BSP but rather to ensure that it supports the achievement of the IEP/504/BSP goals and objectives.

5.3.1.7. Group Counseling services shall include all of the following:

5.3.1.7.1. Access and review all assessment and other historical data available in the student’s educational record.

5.3.1.7.2. Participate in the Functional Behavior Assessment/Behavior Support Plan process when requested by the school.

5.3.1.7.3. Assist team with determining eligibility and developing IEP/504 goals and objectives.

5.3.1.7.4. Participate as an IEP/504 team member when requested by the school. If the DOE requires the contracted provider to attend an IEP meeting for the student, authorization must come from a DOE administrator affiliated with the IEP team and be billed under Educational Team Planning Participation.

5.3.1.7.5. Develop a Student Intervention Plan for each student as described above.

5.3.1.7.6. Implement Student Intervention Plans for individual students. On an ongoing basis, monitor the effect of interventions in meeting objectives and goals.

5.3.1.7.7. Schedule regular sessions to work with student in accordance with the student's IEP/504 and school schedule.

5.3.1.7.8. Review the Student Intervention Plan and adjust interventions, refine understanding of student strengths, needs, goals, and monitor student progress at least every thirty (30) days.

5.3.1.7.9. Develop a written crisis plan in collaboration with the student, family, teachers, and other relevant parties.

5.3.1.7.10. Update crisis intervention and fade/transfer/exit plans within the Student Intervention Plan based on such reviews.

5.3.1.7.11. Assist with transfer/exit planning in collaboration with IEP/504 team as may be required. Review the written fade/transfer/exit plan periodically including exit goals, specific target dates for reaching each goal and other included plan details to determine when counseling can appropriately conclude.

5.3.1.7.12. Foster the integration of services across domains (home, school, and community) as needed.

5.4. Parent Education/Training

5.4.1. Service Description

5.4.1.1. The purpose of Parent Education/Training is to educate parents or legal guardians (with whom the student resides) and to provide them with an understanding of the special needs of their deaf or hard-of-hearing child and help them acquire and practice the skills that will allow them to support the implementation of their student’s IEP/504.

5.4.1.2. Topics of instruction may include, but are not limited to information relating to their student’s disability and related mental health diagnosis; techniques useful for addressing behavioral issues and information about evidence based strategies.

5.4.1.3. Parent Education/Training services include regularly scheduled face-to-face sessions with a student and family designed to facilitate improvement of student/family functioning in ways that allow the student to gain benefit from his/her educational program. As determined by the DOE, these services may be provided in the school, community or home setting; or, if appropriate in the provider’s office or in any other setting deemed by the DOE to be

best suited to address student and family needs, consistent with IEP/504 goals and objectives.

5.4.1.4. The provider shall develop a student focused Family Intervention Plan for the Parent Education/Training. The Family Intervention Plan shall be what the parent and the provider will work on. The Family Intervention Plan must be in written form, and correspond to those IEP/504 Goals and Objectives- that the parent will implement at home. The Family Intervention Plan shall address the student's emotional-behavioral health needs, by describing the provider's immediate objective(s), specific interventions, and target dates for reaching those objectives. The Family Intervention Plan shall also include the provider's focused intervention plans, as well as aspects of crisis and transfer/exit plans that are relevant to the role of the provider of Parent Education/Training for the parent.

5.4.1.5. The intent of the Family Intervention Plan is to assist parents work with their children is not to supplant or redo the IEP/504 or the current BSP but rather to ensure that it supports the achievement of the IEP/504/BSP goals and objectives.

5.4.1.6. Interventions are evidence based and tailored to address identified family needs to ensure student progress is consistent with IEP/504/BSP goals and objectives. Services are designed to promote healthy functioning and to build upon the natural strengths of the student, family and community resources. These services are intended to be time-limited with services first reduced, and then discontinued as family is able to support their child or youth to function more effectively in achieving educational goals and objectives.

5.4.1.7. Specific interventions may include:

5.4.1.7.1. Assisting the family with developing and maintaining appropriate structure within the home.

5.4.1.7.2. Assisting the family with the development of effective parenting skills and student management techniques.

5.4.1.7.3. Assisting the family with developing an increased understanding of their student's symptoms and problematic behaviors, developing effective strategies to address these issues, and encouraging an emphasis on building upon their student's strengths.

5.4.1.7.4. Facilitating involvement and access to community supports and resources as needed.

5.5. Educational Team Planning and Participation

5.5.1. Service Description
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, FBA, BSP or behavior assessment report protocol (e.g. BASC 2, BIMAS or other DOE approved equivalent) at the request of the DOE. The provider will not bring data and/or proposed IEP/504 goals/objectives for a student to an IEP/504 without first discussing/sharing with the student's teacher and/or care coordinator. Educational Team Planning and Participation shall include all of the following:

5.5.1.1. Attendance at an IEP/504 or FBA/BSP meeting;

5.5.1.2. Completion of an IEP/504 or FBA/BSP, or behavior assessment report protocol (e.g. BASC 2, BIMAS or other DOE approved equivalent) as needed, identifying goals, measurable objectives and interventions based on student evaluation data;

5.5.1.3. Documented verification of attendance such as a Service Verification Form or DOE approved equivalent (e.g. transmission tele-health report); and

5.5.1.4. Documentation will occur for each meeting in the student's progress notes. The narrative shall include the topic discussed and the outcome of the provider's participation.

5.6. School Consultation

5.6.1. Service Description
School Consultation occurs when a provider consults with regular and special education teachers, school administrators, and other school personnel regarding the mental health, and/or the social, emotional and behavioral 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. School Consultation shall include all of the following:

5.6.1.1. School consultation is a collaborative process, which serves to better link interventions, a student's BSP and/or other behavior assessments 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 on behavioral management and mental health issues, it can include organizational management of the classroom (e.g., seating arrangements, scheduling) to boost the efficacy of inclusion of children with disabilities. The provider can

provide general and intervention-specific information on particular behavioral disorders (e.g., Attention-Deficit/Hyperactivity Disorder, Tourette's Disorder) 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 for students who are deaf or hard-of-hearing.

5.6.1.2. 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 if the school visitation is not feasible and the goals of that consultation can be accomplished long-distance (e.g., helping a teacher fine-tune a behavior management plan or understand concerns related to mental health).

5.6.1.3. 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.

5.7. Court/Due Process Hearing Testimony

5.7.1. Service Description

Court/Due Process Hearing Testimony includes the provider's participation in a court hearing or due process hearing at the request of the DOE. This participation is in addition to a State representative's (i.e., Deputy Attorney General and/or DOE personnel) presence in court and is intended to ensure that the court has access to all relevant information needed. Court/Due Process Hearing Testimony shall include all of the following:

5.7.1.1. Attending court or due process hearings as specifically requested by the DOE to present relevant educational data or other

information needed.

5.7.1.2. 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 DOE may request that the provider complete specific documentation to assist in the writing of the report, including signature and title of professional completing the report. The unit of service for the generation of the specific documentation is limited to a maximum of one (1) hour.

5.7.1.3. Recommendations are based on the presenting needs of the student. Recommendations will not be accepted regarding specific services, placement, methodology, or persons (i.e., student requires day treatment).

5.7.1.4. Reports to be submitted to the DOE for review two weeks prior to the scheduled hearing date.

5.8. All Services shall be governed by the following criteria:

5.8.2. Service Operations

5.8.2.1. PROVIDER shall ensure provider participation in any DOE requested team or planning meeting pertaining to an IEP/504/BSP and will implement goals and objectives pertaining to the related service provision.

5.8.2.1.1. The provider shall contact the school/student/family within one (1) week of procurement and be able to initiate service within two (2) weeks of procurement unless otherwise determined by the IEP/504 Care Coordinator.

- Provision of this service must be of a time-limited basis and promote success for student to meet the goals and objectives in the student's IEP/504.
- Data will be kept for each session as to the progress made during the services.
- This service should be delivered in a setting that is best suited to address student's IEP/504 goals and objectives. This may occur at the student's school, home, or online as determined by the DOE.
- The provider must be able to integrate this service with other services, student's school, other agencies, and any other DOE contracted providers.
- The intent of this service is to realize reasonable

benefit to the educational progress of the student.

5.8.2.2. Written Student Intervention Plan must be completed and provided to the DOE within one (1) week of procurement, regularly reviewed, and updated.

5.8.2.3. A Crisis plan must be a component of the Student Intervention Plan and completed when a student presents a risk of harm to self or others. The crisis plan must be provided to the DOE within one (1) week of procurement, regularly reviewed, and updated as necessary.

5.8.2.4. Fade/Transfer/Exit plans must be a component of the Student Intervention Plan and completed within two (2) weeks of procurement, regularly reviewed, and submitted to the IEP/504 care coordinator within two (2) weeks of procurement, and reviewed on a regular basis.

5.8.2.5. Input required information into eCSSS and the SBBH data log as required, within the timeframe specified by the DOE

5.8.2.6. SBBH Quarterly Progress Reports must be completed according to service specifications. Provider shall incorporate the outcome data findings and the contents of the SBBH Quarterly Progress Report into the eCSSS (or other designated database) Quarterly Progress Report or provide to Student Services Coordinator.

5.8.2.7. Provider must meet all qualifications required to perform the services.

5.8.3. <u>Referral Criteria</u>

5.8.3.1. These services are intensive mental and behavioral health services when an IEP/504 Team determines the identified student meets at least one of the eligibility criteria as defined in Chapter 61 or 60, and **ALL** of the following:

5.8.3.1.1. The student is experiencing moderate to severe social, emotional, mental or behavioral health problems due to a mental/behavioral health disorder, manifested by a moderate to severe risk for self-harm or injury to others, deterioration, presence of stress-related symptoms, decompensation, or relapse;

5.8.3.1.2. The identified emotional, mental or behavioral health problems interfere with student's ability to gainfully benefit from his/her educational program;

5.8.3.1.3. There is reasonable expectation that the student will

benefit from this service, and that the service will reduce symptoms, stabilize emotions and/or improve functioning resulting in improved ability to benefit from his/her educational program; and

5.8.3.1.4. That less restrictive, tier two intervention, have been offered and are not adequate to meet the student's needs based on the documented response to prior intervention or other school level interventions and support.

5.8.4 Authorization (Billable Hours)

5.8.4.1. Prior authorization is required to perform any services requested of the DOE. Service provider may only work for specified dates and hours authorized. If another agency, entity, or individual requests the provider's services, the DOE is not the procurement agency for that service and provider will not be guaranteed payment for providing any of those services.

5.8.4.2. Services can be of varying degrees of intensity and complexity depending upon the student/family/school situation and needs. Regular sessions are scheduled per the Student Intervention Plan in response to the IEP/504/BSP and typically will be time-limited and will decrease in frequency as needs are met and goals are reached.

5.8.4.2.1. These services are intended to be focused and time-limited with services reduced and discontinued as student/family are able to function more effectively. The usual course of intervention is six (6) to twenty-four (24) sessions, six months, or as specified per the IEP/504.

5.8.4.2.2. The IEP/504 team recommends these services. The scope and nature of services are collaboratively determined by the IEP/504 team arising from student needs and situation and as reflected in the present levels of educational performance, including behaviors and related concerns that impact learning.

5.8.4.2.3. A normal session may consist of up to twelve (12) units, or at least one (1) hour per month of face-to-face or online tele-health intervention services as appropriate for the student's age and demonstrated ability to benefit.

5.8.4.3. Telephone contacts, documentation or reporting requirements, and logistical planning/preparation shall be an included cost of the service. There is no payment for phone calls, travel time, air fare, lodging, per diem, ground transportation, wait time, no-shows, or cancellations.

5.8.4.3.1. Absence of the eCSSS (or other designated database) service records will be constructive proof that the services did not occur and the amount billed may be subject to refund.

5.8.4.3.2. Maximum Billable: 48 units per month or Per IEP/504 (1 Unit = 5 Minutes; 12 Units = 1 Hour)

5.8.5. Continuing Service Criteria
Continuation of services will be based on the student's progress that result in educational benefit.

5.8.5.1. All of the following criteria must be met as determined by IEP/504 Team review of service documentation, plans and progress as specified in the Student Intervention Plan, BSP and IEP/504:

5.8.5.1.1. All referral criteria continue to be met;
5.8.5.1.2. Services are being provided per the IEP/504 as documented in progress reports and plan reviews;
5.8.5.1.3. There are regular and timely assessments, and documentation of student/family response to interventions. Timely and appropriate modifications to the Student Intervention Plan have been made that are consistent with the student status on IEP/504 goals and objectives
5.8.5.1.4. A fade/transfer/exit plan has been formulated, regularly reviewed, revised if appropriate, and appropriately implemented in a timely manner, identifies specific transfer/exit goals to be met, and includes specific target dates for reaching each goal;
5.8.5.1.5. At least one of the following criteria must be met:

- Symptoms or behaviors persist at a level of severity that was documented upon referral based on reliable data through various sources, the projected time frame for attainment of IEP/504/BSP goals as documented in the progress notes has not been reached, and a less restrictive level of care would not adequately meet student's needs. Note: In this situation the IEP/504 Team may need to reconvene, and the BSP and Student Intervention Plans may need to be adjusted to better meet the student's needs. If ongoing interventions and adjustments are not effective, such data may support alternative services and increased levels of care from PROVIDER;

OR

- Student is demonstrating progress through a variety of sources and measures, and although behavioral goals/objectives have not yet been met, there is reason to believe that goals can be met with continued services, and a less intensive level of care would not adequately meet the student's IEP/504 goals and objectives;

OR

- Minimal progress toward behavioral goals has been demonstrated based on reliable data through various sources, the BSP and Student Intervention Plans have been modified to more effectively address needs, and there is reason to believe that goals can be met by continuing services, and a less intensive level of care would not adequately meet student needs;

OR

- New symptoms or maladaptive behaviors have emerged based on reliable data through various sources, plans have been modified to address these additional needs, the needs can be safely and effectively addressed through services, and a less intensive level of care would not adequately meet student needs.

5.8.6. Verification of Service Session

5.8.6.1. Service session is complete when service records reflecting all contacts have been entered into eCSSS within forty-eight (48) hours. Such information includes IEP/504 information, service records, progress reports and other professional information or data that the DOE may require for contracted providers; and

5.8.6.2. The provider has completed the Service Verification Form or DOE approved equivalent report (the Agency retains original and provides copy to the school Student Services Coordinator-SSC).

5.8.6.3. Services are documented in the SBBH Data Log

5.8.7. Completion of Service

IEP/504 Team determines that student is no longer in need of or eligible for services due to at least one of the following:

5.8.7.1. Targeted symptoms and/or maladaptive behaviors have abated based on reliable data through various sources to a level of severity which no longer requires this level of care as documented by attainment of goals in the IEP/504; OR

5.8.7.2. Student has demonstrated minimal or no progress toward IEP/504 goals for a three month period based on reliable data through various sources and appropriate modifications of the BSP and Student Intervention Plan have been made and implemented with fidelity and no significant success, suggesting the student is not benefiting from services at this time; OR

5.8.7.3. Student exhibits new symptoms and/or maladaptive behaviors based on reliable data through various sources which cannot be safely and effectively addressed through services; OR

5.8.7.4. Student no longer meets referral criteria for this service based on reliable data through various sources; OR

5.8.7.5. Student no longer meets eligibility criteria; OR

5.8.7.6. The DOE determines the services of the provider are no longer necessary based on reliable data through various sources.

5.8.8. Staffing Requirements

All services shall be provided by direct service personnel that meet the following requirements:

5.8.8.1. Meet one area of current Hawaii licensure for:

- Clinical social worker,
- Marriage/family therapist,
- Advanced practice psychiatric registered nurse,
- Psychologist, , (note: a post doctorate candidate, under the supervision of a licensed psychologist, and within two years of graduation with doctoral degree shall also qualify.)
- Mental Health Counselor, AND

5.8.8.2. A minimum of three (3) years experience in the provision of child and adolescent mental health services, AND

5.8.8.3. A minimum two (2) years expertise in working with individuals who are deaf or hard-of-hearing,

5.8.8.4. Certification card for professionals or equivalent for fluent in American Sign Language.

5.8.9. Documentation

Provider shall complete in eCSSS documentation of services within 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 DOE 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.

5.8.9.1. Specific required documentation includes all of the following:

5.8.9.1.1. Student/Family Intervention Plan shall be turned in to the IEP/504 Care Coordinator within one (1) week of procurement. Plans shall include what to do in a crisis and how to fade, transfer and exit student to school level supports.

5.8.9.1.2. Each service session will require the completion of a service record in eCSSS through the Service Log. Service records shall include the kind of service (LOC) and include the following:

- Name of Student, Grade, School, date services began
- Date, start time and duration of Service
- Printed Provider name and title
- Summary of session:
  - Focus of Session: State IEP/504 Goal or BSP targeted behavior or Student Intervention Plan Goal for this session
  - Evidence-Based Intervention
  - Brief Description of session activity and supporting data
  - Progress descriptors:
    - Improving Performance
    - No Change
    - Declining Performance
    - Insufficient Data
- By the 5th of every calendar month, provide data for the SBBH data log. If the 5th falls on the weekend or a holiday, data input is due on the preceding school day.

5.8.9.1.3 Annual Reports due by June 30 of each year, following the end of school.

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:

Contract Administrator:	Steven Shiraki, Administrator
Telephone Number:	(808) 305-9789
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) 203-5515
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 a 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 professional attitude, work ethic, and appearance. PROVIDER's employee or agents must be accessible to observations 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 price shall include all services, materials, overhead, profit, all applicable taxes, 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 includes all labor, services, travel, materials and equipment (as applicable), overhead, profit, all applicable taxes, and any other incidental and operational 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 unit rate shall be established by the DOE for all types of services. A unit 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 DOE will include all direct and indirect costs associated with service delivery, including but not limited to the following:

- Costs of travel, including airfare, lodging PERDIEM and car rental
- Cost of mileage reimbursements for all direct service providers
- Costs associated with servicing remote geographical areas
- Costs associated with documentation requirements

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

10. INVOICING AND PAYMENT SCHEDULE

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 on-line utilizing 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 January 1, 2015 and shall end on December 31, 2015.

13.2. CONTRACT RENEWAL

This Contract may be extended for not more than five (5) 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.

15.1. 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.

15.2. 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:

16.1. 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;

16.2. 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

16.3. 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.

16.4. 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 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 registered 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):

Coverage	***Limits***
Automobile Liability, Comprehensive Bodily Injury:	***$1,000,000 per accident***
Property Damage:	***$ 50,000 per occurrence***
Professional Liability	***$1,000,000 per claim or $2,000,000 per annual aggregate***

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. PROHIBITIONS

a. Case Assignments - Under the terms of this contract, the right to assign a case to a particular applicant is within the sole discretion of the DOE. Services provided to an individual under this contract shall not constitute ownership or a property right to deliver that service by either an applicant or an individual provider.

b. Payment for Services not Requested by the DOE - The DOE reserves the right to deny any claims for payment for the testimony or participation of individual providers that was not requested by the DOE. Unauthorized services include but are not limited to, the applicant pursuing litigation on behalf of itself. The applicant 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.

19. 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.

20. 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.

APPLICANT: _____

GEOGRAPHIC AREA: Statewide

Rate and Cost Summary Worksheet for RFP No. F14-022 (Behavioral and Mental Health Interventions for the Deaf and Hard of Hearing)			Column A	Column B
Type of Service (Unit Measure)	Unit Measure	Proposed Unit Rate	Units of Service	Hourly Rate
Individual Counseling				
All Credential Levels	Five Minutes	$17.00		$204.00
Group Counseling (Maximum: 6 billable students @ the unit rate specified per student)				
All Credential Levels	Five Minutes	$5.00		$60.00
Parent Education/Training				
All Credential Levels	Five Minutes	$17.00		$204.00
Educational Team Planning and Participation				
All Credential Levels	Five Minutes	$17.00		$204.00
School Consultation				
All Credential Levels	Five Minutes	$17.00		$204.00
Court / Due Process Hearing Testimony				
All Credential Levels	Five Minutes	$17.00		$204.00