

State of Hawaii
Department of Health
Adult Mental Health Division

Request for Proposals

RFP No. HTH 420-4-16
Bilingual Support Services
on the island of Oahu

Date Issued
August 20, 2015

Date Due
September 21, 2015

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.

August 20, 2015

REQUEST FOR PROPOSALS

**BILINGUAL SUPPORT SERVICES
on the island of Oahu**

RFP No. HTH 420-4-16

The Department of Health, Adult Mental Health Division (“DIVISION”), is requesting proposals from qualified applicants to provide Bilingual Support Services, statewide, excluding the island of Kauai. The contract term shall be from December 1, 2015 through November 30, 2016. Multiple contracts may be awarded under this request for proposals.

Proposals shall be mailed, postmarked by the United State Postal Service on or before September 21, 2015, 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 September 21, 2015, at the drop-off site designated on the Proposal Mail-in and Delivery Information Sheet. Proposals postmarked or hand delivered after the submittal deadline shall be considered late and rejected. There are no exceptions to this requirement.

The DIVISION will conduct an orientation on Friday, August 28, 2015, from 9:30 a.m. to 11:30 a.m., HST at Honolulu, Hawaii. All prospective applicants are encouraged to attend the orientation. Teleconferencing capability will be provided for interested out-of-state or neighbor island organizations/agencies. Please call (808) 586-8281 or (808) 586-8282 for more information by Wednesday, August 26, 2015.

The deadline for submission of written questions is 2:00 p.m., HST on Tuesday, September 1, 2015. All written questions shall receive a written response from the State on or about Thursday, September 3, 2015.

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

PROPOSAL MAIL-IN AND DELIVERY INFORMATION SHEET

NUMBER OF COPIES TO BE SUBMITTED: 4
THE 4 COPIES MUST INCLUDE ONE (1) SIGNED ORIGINAL AND
ONE (1) SINGLE SIDED, UNBOUND COPY.

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

September 21, 2015

**and received by the state purchasing agency no later than 10 days from the submittal
deadline.**

All Mail-ins

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

DOH RFP Contact Person

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

ALL HAND DELIVERIES SHALL BE ACCEPTED AT THE FOLLOWING SITES UNTIL
2:00 P.M., Hawaii Standard Time (“HST”), September 21, 2015. 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., September 21, 2015.**

Drop-off Site

Oahu:

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

BE ADVISED: All mail-ins postmarked by USPS after **September 21, 2015**, shall be
rejected.

Deliveries by private mail services such as FEDEX shall be considered
hand deliveries. Hand deliveries shall not be accepted if received after
2:00 p.m., HST, September 21, 2015.

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Section 1

Administrative Overview

Section 1

Administrative Overview

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

1.1 Procurement Timetable

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

Activity	Scheduled Date
Public notice announcing Request for Proposals (RFP)	08/20/15
Distribution of RFP	08/20/15
RFP orientation session	08/28/15
Closing date for submission of written questions for written responses	09/01/15
State purchasing agency's response to applicants' written questions	09/03/15
Discussions with applicant prior to proposal submittal deadline (optional)	TBD
Proposal submittal deadline	09/21/15
Discussions with applicant after proposal submittal deadline (optional)	TBD
Final revised proposals (optional)	TBD
Proposal evaluation period	09/23/15 – 10/15/15
Provider selection	10/16/15
Notice of statement of findings and decision	10/16/15
Contract start date	12/01/15

1.2 Website Reference

Item	Website
1 Procurement of Health and Human Services	http://spo.hawaii.gov/for-vendors/vendor-guide/methods-of-procurement/health-human-services/competitive-purchase-of-services-procurement-method/cost-principles-table-hrs-chapter-103f-2/
2 RFP website	http://hawaii.gov/spo2/health/rfp103f/
3 Hawaii Revised Statutes (HRS) and Hawaii Administrative Rules (HAR) for Purchases of Health and Human Services	http://spo.hawaii.gov Click on the "References" tab.
4 General Conditions, AG-103F13	http://hawaii.gov/forms/internal/department-of-the-attorney-general/ag-103f13-1/view
5 Forms	http://spo.hawaii.gov Click on the "Forms" tab.
6 Cost Principles	http://spo.hawaii.gov Search: Keywords "Cost Principles"
7 Protest Forms/Procedures	http://spo.hawaii.gov/for-vendors/vendor-guide/protests-for-health-and-human-services/
8 Hawaii Compliance Express (HCE)	http://spo.hawaii.gov/hce/
9 Hawaii Revised Statutes	http://capitol.hawaii.gov/hrscurrent
10 Department of Taxation	http://tax.hawaii.gov
11 Department of Labor and Industrial Relations	http://labor.hawaii.gov
12 Department of Commerce and Consumer Affairs, Business Registration	http://cca.hawaii.gov click "Business Registration"
13 Campaign Spending Commission	http://ags.hawaii.gov/campaign/
14 Internal Revenue Service	http://www.irs.gov/
(Please note: website addresses may change from time to time. If a State link is not active, try the State of Hawaii website at http://hawaii.gov)	

1.3 Authority

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

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

1.4 RFP Organization

This RFP is organized into five sections:

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

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

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

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

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

1.5 Contracting Office

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

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

1.6 RFP Point-of-Contact

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.

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

1.7 Orientation

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

Date: Friday, August 28, 2015 Time: 9:30 a.m. – 11:30 a.m.

Location: Department of Health, Adult Mental Health Division
1250 Punchbowl Street, Kinau Hale Building
Second Floor Conference Room, Room 205
Honolulu, HI 96813

Teleconferencing capability will be provided for interested out-of-state and neighbor island organizations/agencies. Please call (808) 586-8281 or (808) 586-8282 for more information by Wednesday, August 26, 2015.

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 point-of-contact 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: September 1, 2015 Time: 2:00 p.m. HST

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

Date: September 3, 2015

1.9 Submission of Proposals

- A. Forms/Formats** - Forms, with the exception of program specific requirements, may be found on the State Procurement Office website referred to in subsection 1.2, Website Reference. Refer to the Section 5; Proposal Application Checklist for the location of program specific forms.
- 1. Proposal Application Identification (Form SPO-H-200).** Provides applicant proposal identification.
 - 2. Proposal Application Checklist.** The checklist provides applicants specific program requirements, reference and location of required RFP proposal forms, and the order in which all proposal components should be collated and submitted to the state purchasing agency. The Proposal Application Checklist is located in Section 5, Attachment A.
 - 3. Table of Contents.** A sample table of contents for proposals is located in Section 5, Attachment B. This is a sample and meant as a guide. The table of contents may vary depending on the RFP.
 - 4. Proposal Application (Form SPO-H-200A).** Applicant shall submit comprehensive narratives that address all proposal requirements specified in Section 3, Proposal Application Instructions, including a cost proposal/budget, if required.
- B. Program Specific Requirements.** Program specific requirements are included in Sections 2 and 3, as applicable. Required Federal and/or State certifications are listed on the Proposal Application Checklist in Section 5.
- C. Multiple or Alternate Proposals.** Multiple or alternate proposals shall not be accepted unless specifically provided for in Section 2. In the event alternate proposals are not accepted and an applicant submits alternate proposals, but clearly indicates a primary proposal, it shall be considered for award as though it were the only proposal submitted by the applicant.
- D. Provider Compliance.** All providers shall comply with all laws governing entities doing business in the State
- **Tax Clearance.** Pursuant to HRS §103-53, as a prerequisite to entering into contracts of \$25,000 or more, providers are required to have a tax clearance certificate from DOTAX and the Internal Revenue Service (“IRS”). Refer to Section 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. Refer to Section 1.2, Website Reference for the Department of Labor and Industrial Relations ("DLIR") website address.
- **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 Department of Commerce and Consumer Affairs ("DCCA"), Business Registration Division. Foreign insurance companies must register with DCCA, Insurance Division. More information is on the DCCA website. Refer to Section 1.2, Website Reference, for HCE's website address.)

Providers may register with Hawaii Compliance Express (HCE) for online compliance verification from the DOTAX, IRS, DLIR, and 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 Section 1.2, Website Reference for HCE's website address.

Providers not utilizing the HCE to demonstrate compliance shall provide paper certificates to the purchasing agency. All applications for applicable clearances are the responsibility of the providers. All certificates must be valid on the date it is received by the purchasing agency. The tax clearance certificate shall have an original green certified copy stamp and shall be valid for six months from the most recent approval stamp date on the certificate. The DLIR certificate is valid for six months from the date of issue. The DCCA certificate of good standing is valid for six months from date of issue.

- 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 Section 1.2, Website Reference for statutes and 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 Section 1.2, Website Reference for statutes and Campaign Spending Commission website address.

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

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

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

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

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

1.10 Discussions with Applicants

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

- B. After Proposal Submittal Deadline.** Discussions may be conducted with applicants whose proposals are determined to be reasonably susceptible of being selected for award, but proposals may be accepted without discussions, in accordance HAR §3-143-403. From the issue date of this RFP until an applicant is selected and the selection is announced, communications with State staff may be conducted pursuant to Chapter 3-143, HAR.

1.11 Opening of Proposals

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

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

1.12 Additional Materials and Documentation

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

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

1.13 RFP Amendments

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

1.14 Final Revised Proposals

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

1.15 Cancellation of Request for Proposal

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

1.16 Costs for Proposal Preparation

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

1.17 Provider Participation in Planning

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

are required

are not required

to participate in the purchasing agency's future development of a service delivery plan pursuant to HRS §103F-203.

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

1.18 Rejection of Proposals

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

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

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

- (1) Rejection for failure to cooperate or deal in good faith. (HAR §3-141-200)

- (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.

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

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

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

1.20 Protests

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

- (1) A state purchasing agency's failure to follow procedures established by Chapter 103F of the Hawaii Revised Statutes;
- (2) A state purchasing agency's failure to follow any rule established by Chapter 103F of the Hawaii Revised Statutes; and
- (3) A state purchasing agency's failure to follow any procedure, requirement, or evaluation criterion in a request for proposals issued by the state purchasing agency.

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

Head of State Purchasing Agency	Procurement Officer
Name: Virginia Pressler, M.D.	Name: Amy Yamaguchi
Title: Director of Health	Title: Administrative Officer, Adult Mental Health Division
Mailing Address: P.O. Box 3378, Honolulu, Hawaii 96801-3378	Mailing Address: P.O. Box 3378, Honolulu, Hawaii 96801-3378
Business Address: 1250 Punchbowl Street, Honolulu, Hawaii 96813	Business Address: 1250 Punchbowl Street, Honolulu, Hawaii 96813

1.21 Availability of Funds

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

1.22 General and Special Conditions of Contract

The general conditions that will be imposed contractually are on the SPO website. Special conditions may also be imposed contractually by the state purchasing

agency, as deemed necessary. Terms of the special conditions may include, but are not limited to, the requirements as outlined in Section 5, Attachment C.

The DIVISION may also be required to make small or major unanticipated modifications to individual contracts. Reasons for such modifications may include, but are not limited to, recommendations made by the DIVISION's technical assistance consultant, national trends, and needs of the Hawaii State Department of Health.

1.23 Cost Principles

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

Section 2

Service Specifications

2.1 Introduction

A. Overview, purpose or need

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

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

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

B. Planning activities conducted in preparation for this RFP

The DIVISION published a Request for Information on July 6, 2015, seeking the public’s input on the design of this service for statewide services, the availability

of potential service providers, staffing capabilities for services and culturally specific service capabilities.

C. Description of the goals of the service

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

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

1. Provide culturally sensitive, clinically informed, education, translation, consultation and community outreach for consumers.
2. Increase each consumer's duration and quality of community tenure.
3. Develop and maintain situations for consumer's ability to live, work, and socialize in the community.
4. Enhance each consumer's potential for growth and independence in their communities and social settings.
5. Reduce the number of days of psychiatric hospitalization.
6. Increase social connections of consumers.
7. Improve interpersonal and intrapersonal functioning of consumers.
8. Enhance the natural social support network.
9. Increase independence in living arrangements.

D. Description of the target population to be served

Adults, 18 years and older, who meet DIVISION eligibility criteria.

E. Geographic coverage of service

On the island of Oahu.

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

Approximately \$350,000.00 has been allocated for this service. The source of funding is state funds or a combination of state and federal funds. Both profit and non-profit organizations are eligible for state funds. Please note that based on the availability of funds, the amount allocated to providers who are awarded contracts may change.

The DIVISION considers itself the payer of last resort, and expects applicants to seek and obtain third party reimbursement as applicable. The DIVISION gives

priority to the uninsured. (See section on Financial Requirements, Third Party Liability.)

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

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

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

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

Competition is encouraged among as many applicants as possible.

2.2 Contract Monitoring and Evaluation

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

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

2.3 General Requirements

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

1. The DIVISION shall require accreditation by the Commission on Accreditation of Rehabilitation Facilities (“CARF”), The Joint Commission (“TJC”), Council on Accreditation (“COA”), or by another DIVISION-approved accreditation body. Providers that are currently accredited are required to maintain accreditation throughout the contract period.

Providers who are not accredited at the time of contract award, are required to achieve accreditation within two (2) years from the date of contract award and in the interim, shall meet accreditation standards. Once a Provider receives accreditation for a service, should they decide to cancel their existing accreditation, they do not qualify to receive two (2) years to achieve accreditation from another accreditation body.

2. Providers shall have an administrative structure in place capable of supporting the activities required by the RFP. Specifically, there shall be clinical, financial, accounting and management information systems, and an organizational structure to support the activities of the provider.
3. The provider shall have within six (6) months of the contract start date, a written plan for emergency preparedness and disasters that has been accepted by their accreditation body or by the DIVISION.
4. The provider shall cooperate with the DIVISION in approved research, training, and service projects provided that such projects do not substantially interfere with the provider's service requirements as outlined in this RFP.
5. The provider shall comply with all specified, applicable DIVISION policies, procedures, directives, and the provider manual of the DIVISION.
6. The provider shall have, or develop within six (6) months of the contract start date, policies, procedures, and other documentation or tracking systems that demonstrate the services and requirements of this RFP. Whenever requested, the provider shall submit a copy of its operating policies and procedures to the DIVISION. The copy shall be provided at the provider's expense with revisions and updates as appropriate.
7. The provider shall assign staff to attend provider meetings and trainings as scheduled by the DIVISION.
8. The provider shall notify and obtain the approval of the DIVISION prior to formal presentation of any report or statistical or analytical material based on information obtained through this contract. Formal presentations shall include, but not be limited to, published papers, articles, professional publications, and conference presentations. Any written material distributed in relation to this contract must carry the following disclosure: "Funding for this program was made possible, in part, by the State of Hawaii, Department of Health, Adult Mental Health Division. The views expressed do not necessarily reflect the official policies of the Department of Health, nor does mention of trade names, commercial practices, or organizations imply endorsement by the State of Hawaii."

9. Consumer Management Requirement

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

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

- b. Documented evidence of consumer input into all aspects of recovery planning inclusive of service related decisions.
- c. Consumers shall be served with respect in the “least restrictive” environment as determined by the consumer’s level of care assessment, as established in section 334-104, Hawaii Revised Statutes and in any appropriate federal guidelines.
- d. Consumers shall be made aware of and have access to community resources appropriate to their level of care and treatment needs.
- e. Consumers shall receive services, to the extent it is practical, in a manner compatible with their cultural health beliefs, practices, and preferred language.
- f. The provider shall comply, as a covered entity according to the provisions of chapter 321C, Hawaii Revised Statutes, regarding language access; and with federal law regarding language access, Title VI of the Civil Rights Act of 1964, 42 USC section 2000d et seq., and 45 CFR part 80. These laws require the PROVIDER to, among other things, link clients and their families with interpreter services if, on account of national origin, clients and their families do not speak English as their primary language and identify themselves as having a limited ability to read, write, speak, or understand the English language.
- g. In accordance with chapter 11-175, Hawaii Administrative Rules, and any appropriate federal guidelines, the provider shall respect and uphold consumer rights. The provider shall recognize the

rights of authority of the consumer in the delivery of services, in deciding on appropriate treatment and services and in providing input into the decisions of all aspects of service.

- h. The provider shall provide the DIVISION's Quality Management program with a written record of sentinel events, incidents, grievances, and appeals and efforts to address the situation and improve services on-site.
- i. The provider shall comply with any applicable Federal and State laws such as title VI of the Civil Rights Act of 1964 as implemented by regulations at CRR part 80, the Age Discrimination Act of 1975 as implemented by regulations at 45 CFR. part 91, the Rehabilitation Act of 1973, and titles II and III of the Americans with Disabilities Act ("ADA").
- j. The provider is required to comply with all Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the State of Hawaii's Health Care Privacy Harmonization Act, Hawaii Revised Statutes, chapter 323B, in written policies and procedure requirements. The provider shall describe how they protect confidential information. The provider shall not use or disclose patient health information ("PHI") in any manner that is not in full compliance with HIPAA regulations or with the laws of the State of Hawaii. The provider shall maintain safeguards, as necessary, to ensure that PHI is not used or disclosed except as provided by the contract or by law. The provider shall not use or further disclose PHI for any purpose other than the specific purposes stated in DIVISION contracts or as provided by law and shall immediately report to DIVISION any use or disclosure of PHI that is not provided in this contract or by law. The provider shall keep the DIVISION informed of the name, address, and telephone number of their Privacy Officer and their Security Officer.
- k. Confidentiality. The DIVISION and the provider agree to keep confidential and to take reasonable precautions to prevent the unauthorized disclosure of any and all medical records and information required to be prepared or maintained by the PROVIDER, its employees, contractors or the DIVISION under this Contract pursuant to chapter 323B, Hawaii Revised Statutes.
- l. Written consumer consent shall be obtained for individuals and services funded by the DIVISION including:
 - 1) Consent to release information by DIVISION-funded service providers as needed for continuity of care, or for

transition to another service provider, including after care services;

- 2) Consent for claims to be submitted, on behalf of the consumer, for reimbursement or third party billing;
- 3) Consent to enter registration and treatment information in the confidential Statewide DIVISION information system; and
- 4) Other consent documents as needed.

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

10. Prior written approval must be obtained from the DIVISION if the provider elects to utilize subcontractors. If a subcontractor is used, the provider shall ensure the DIVISION that they, as the provider, have the ultimate responsibility that subcontractor(s) will provide behavioral health services that meet the criteria of this RFP. Subcontractors shall be responsive and responsible to meet the expectations of the provider and the DIVISION.
11. When organization vehicles are used for activities outlined in this RFP, the vehicles shall be maintained according to safety and legal standards.
12. Financial Requirements
 - a. The State may require providers to submit an audit as necessary. If the provider expends \$750,000 or more in a year of federal funds from any source, it shall have a single audit conducted for that year in accordance with the Single Audit Act and Amendments of 1999, Public Law 104-156.
 - b. The provider shall comply with the cost principles developed for Chapter 103F, HRS and set forth by the State Procurement Office. The cost principles are available on the SPO website (see page 1-2, Website Reference).
 - c. Eligibility and enrollment is determined through the assessment process by DIVISION assessors. Eligible consumers are:
 - 1) At least 18 years old

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

d. Notification of Change of Consumer Status.

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

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

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

e. Changes in consumer status include:

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

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

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

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

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

The provider shall:

- 1) Provide a list of service expenses, in the format requested by the DIVISION, for recovery purposes.
- 2) Recover service expenses incurred by consumers from all other TPL resources.
- 3) Inform the DIVISION of TPL information uncovered during the course of normal business operations.

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

h. Fraud and Abuse Neglect

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

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

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

- i. All reimbursements for services shall be subject to review by the DIVISION or its agent(s) for medical necessity and appropriateness, respectively. The DIVISION or its agents shall be provided access to medical records and documentation relevant to such a review and the provider agrees to provide access to all requested medical records/documents. It is the responsibility of the provider to ensure that its subcontractors and providers also

provide DIVISION and its agents access to requested medical records/documents. Reimbursements for services deemed not medically necessary or not following billing guidelines by the DIVISION or its agent shall be denied. Reimbursements received by providers for consumers with third party coverage (including consumers with Medicaid and/or Medicare) will be considered full payment (see Section 2.3A11.g.). Any DIVISION overpayments for services shall be recouped by the DIVISION from the provider.

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

j. Medicaid

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

- k. The provider shall submit HIPAA compliant (clean) claims to the DIVISION once a month. Claims shall be submitted for payment within three hundred sixty-five (365) calendar days of the date of service. Claims for payment received after three hundred sixty-five (365) calendar days of the date of service shall be denied for exceeding the filing deadline. For claims that have been denied by the DIVISION, the provider shall have thirty (30) days from the date of denial, to resubmit a claim for payment. Claims resubmitted after thirty (30) days of the date of denial shall be denied for exceeding the filing deadline.
- l. If the provider is required to provide encounter data, the HIPAA compliant 837 format shall be utilized to submit that data electronically.
- m. When submitting Claims and/or Encounter Data, the provider shall: (a) use the most current coding methodologies on all forms; (b) abide by all applicable coding rules and associated guidelines as allowed by Federal/State law, including without limitation, inclusive code sets; and (c) agree that regardless of any provision or term in the contract, in the event a code is formally retired or replaced, the provider shall discontinue use of such code and begin use of the new or replacement code following the effective date published by the American Medical Association. Should a provider submit claims using retired or replaced codes, the provider understands and agrees that the DIVISION may deny such claims until appropriately coded and resubmitted.

- n. All claims must include the diagnostic code that supports the medical necessity of the service being billed. For example, the ICD-9 Code V71.09 (No diagnosis on Axis I) and the ICD-10 code Z03.09 (Encounter for observation for other suspected diseases and conditions ruled out) would be denied.
 - o. The applicant shall make an application as a provider under the MRO within one (1) month of contract award for certification by the DIVISION, and receive certification within six (6) months of contract award for MRO services. Providers must maintain certification, and shall have a ninety (90) day period to take corrective action. The DIVISION shall, on behalf of the DHS, certify providers to deliver services under the MRO.
13. The provider shall have current, valid licenses and certificates, as applicable, in accordance with federal, state and county regulations, and all applicable Hawaii Administrative Rules, and provide copies to the DIVISION, as requested.
14. Insurance Policies. In addition to the provisions of the General Conditions No. 1.4, the provider, at its sole cost and expense, shall procure and maintain policies of professional liability insurance and other insurance necessary to insure the provider and its employees against any claim or claims for damages arising by reason of personal injuries or death occasioned directly or indirectly in connection with the performance of the contract. Subcontractors and contractors shall also be bound by this requirement and it is the responsibility of the provider to ensure compliance with this requirement.

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

General Liability insurance issued by an insurance company in the amount of at least ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) for bodily injury and property damage liability arising out of each occurrence and not less than TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) in the aggregate annually.

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

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

than TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) in the aggregate annually

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Allowed Not allowed

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

Single Multiple Single & Multiple

Criteria for multiple awards:

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

1. Interest of the State to have a variety of providers in order to provide choices for consumers.
2. Interest of the State to have geographic accessibility.
3. Readiness to initiate or resume services.
4. Ability to maximize third party reimbursement.
5. Proposed budget in relation to the proposed total number of service recipients.

6. If funded in the past by the DIVISION, ability of applicant to fully utilize funding.
7. Previous DIVISION contract compliance status (e.g. timely submittal of reports and corrective action plans).
8. Accreditation status.
9. Applicants' past fiscal performance based on the DIVISION's fiscal monitoring.
10. Applicants' past program performance based on the DIVISION's program monitoring.
11. Applicants' previous internal utilization management ability based on demonstrated past performance.
12. Applicants' past program performance, based on other state agencies' program and/or contract monitoring.

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

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

- Single term (\leq 2 yrs) Multi-term ($>$ 2 yrs.)

Contract terms:

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

2.4 Scope of Work

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

1. Have a policy that emphasizes a welcoming, empathetic, and integrated approach to working with individuals with co-occurring substance and mental illness.
2. Provide support services in accordance with the Utilization Criteria as defined in Section 5, Attachment D.
3. Ensure that Consumers who are within one (1) month of discharge from the HOSPITAL are given first priority for bilingual support services.

Priority shall also be given to DIVISION Consumers who may be at high risk for psychiatric hospitalization if they do not receive bilingual support services. Assigned bilingual support services staff shall participate in hospital discharge planning for Consumers and provide necessary documentation.

4. Ensure that each Consumer meets the criteria for bilingual support services as defined by the most current DIVISION Utilization Management criteria.
5. Work directly with CENTERS or DIVISION clubhouses on Oahu, by providing bilingual support services in accordance with the CENTERS' office hours and the CENTERS' operational policy & procedures. The applicant shall operate in accordance with standards sets forth by each CENTER including, but not limited to, protocol for the management of PHI and use of office space.
6. Provide and complete an assessment for each Consumer referred for bilingual support services. The assessment shall be completed primarily through face-to-face contacts with each Consumer and any significant others the Consumer has authorized to participate in the Consumer's assessment and treatment planning. The assessment shall be comprehensive and shall include, but not be limited to, each Consumer's strengths, preferences, abilities, needs, and other current and historical data regarding the Consumer's family; social support; medical status including psychiatric illness; substance abuse, assessment of risk, legal, employment, education, abuse and neglect issues; and activities of daily living.
7. Develop and implement an individual recovery plan ("IRP") in collaboration with each Consumer. The IRP shall include, but not be limited to, individual Consumer's strengths, needs, long and short term goals, measurable objectives, timeframes for completion, an indication of the kinds of services and support the Consumer is receiving, frequency and scheduling of special care relating to the Consumer with multiple disabilities, how continuity of care shall be maintained, and the signature of both the Consumer and the staff responsible for the initial and ongoing development and implementation of the IRP. The IRP shall be developed and implemented within thirty (30) days of each Consumer's admission to the bilingual support services program and shall be reviewed at a minimum of every six (6) months by all treatment team members with each Consumer and shall be revised as significant events occur. The IRP is a product of a comprehensive assessment, the Consumer and provider collaboration and an agreement on what steps will be taken to facilitate and optimize recovery, self-sufficiency and sustainability.

8. Provide services that are designed to foster and support each Consumer's personal and independent functioning in the community which may include, but is not limited to community linkage to necessary resources, skill-building, psycho-education, support counseling, and social skills training. Services shall be clearly tied to each Consumer's IRP goals.
9. Advocate on behalf of each Consumer and coordinate services with members of each Consumer's treatment team inclusive of each Consumer's family and other persons responsible for treatment (e.g., courts, probation office, homeless programs, crisis services, etc.). These services shall be ongoing activities and may be accomplished either face-to-face or through other appropriate means that are compliant with management of PHI. Collaborating with partners requires that the provider has attended to all the State and Federal requirements for maintaining the confidentiality and privacy of each Consumer's PHI.
10. Provide Consumers with assistance and training on how to access transportation services when indicated.
11. Schedule services in accordance with the clinical needs and preferences of each Consumer which may include offering services during evenings, weekends and holidays.
12. Identify and provide outreach and engagement services for Consumers who may be eligible for DIVISION mental health services. This may be in the form of community presentations to underserved groups and partnerships with other agencies who serve the immigrant community.
13. Assign a minimum of five (5) full-time equivalent ("FTE") bilingual support staff to work with the CENTERS on Oahu. The bilingual support staff shall provide direct services for a minimum of seventy five percent (75%) of their FTE and twenty-five percent (25%) for administrative activity. Direct services shall include activities such as face-to-face contact, collateral contacts, treatment planning, service linkage, and resource acquisition. Administrative services include activities such as documentation, staff training, supervision, and chart reviews.
14. One (1) FTE bilingual support staff shall have a minimum caseload of fifteen (15) Consumers and a maximum of thirty (30) Consumers.
15. Provide services in a manner consistent with the Comprehensive, Continuous, Integrated System of Care Model by Kenneth Minkoff M.D., provided in Section 5, Attachment E; AMHD Practice Guidelines, provided in Section 5, Attachment F; and AMHD Mission, Vision, Values and Guiding Principles, provided in Section 5, Attachment G.

16. Assign a staff to attend provider meetings as scheduled by the DIVISION.
17. Prepare a DIVISION approved education/outreach plan that shall identify opportunities to provide education/outreach for engaging potential Consumers in the target populations to be served. An outreach activity shall be provided at least quarterly in accordance with the plan.
18. Ensure statewide availability for distance consultation including, but not limited to, telephonic and video conferencing, to DIVISION providers on all islands.
19. Ensure statewide availability for a limited amount of interpretation and translation services including, but not limited to, telephonic and videoconferencing to DIVISION providers on all islands.

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

1. Personnel

The provider shall ensure that all direct staff meet all personnel requirements for each service. The provider shall maintain verification that staff meets personnel requirements in current and complete personnel files. Personnel files shall include any communication from the DIVISION concerning the individual staff.

The provider's personnel requirements for staff providing Bilingual Support Services shall include, but are not limited to, the following:

- a. The provider shall provide support services program under the clinical supervision of a Qualified Mental Health Professional ("QMHP"). The QMHP is defined in Section 5, Attachment H.
- b. The responsibilities of the QMHP shall include, but are not limited to:
 - 1) Provide clinical supervision to bilingual support staff or designated staff supervisors;
 - 2) Provide therapy to Consumers, as needed;
 - 3) Ensure that staff is providing services within their scope of practice;
 - 4) Ensure that staff has adequate skills, knowledge and training for the clinical composition of their caseloads;
 - 5) Ensure that staff has access to routine clinical consultation and supervision on an "urgent" or "as needed" clinical consultation basis; and

- 6) Overseeing program development and clinical management of the program.
- c. Bilingual support services shall be provided by staff who are fluent in English and in another language identified by the proposal. The provider should have the ability to provide services in American Sign Language, Chuukese, Marshallese, Samoan, and Hawaiian, in addition to other languages.
- d. Bilingual support services shall be provided by staff that meet one (1) of the following definitions:
- 1) Mental Health Worker, the definition and role is provided in Section 5, Attachment I; or
 - 2) Bilingual Assistant, the definition and role is provided in Section 5, Attachment J. A Bilingual Assistant is to be supervised by a QMHP or a Mental Health Professional (“MHP”), the definition and role is provided in Section 5, Attachment K.
- e. All bilingual support staff providing direct care shall have a current and valid driver’s license issued in the State of Hawaii.
- f. Ensure that bilingual support staff receive appropriate supervision including clinical supervision and administrative direction. In addition to the minimum standards stated in the attached definitions, bilingual support staff who have less than five (5) years of experience shall have a minimum of one (1) hour of regularly scheduled clinical supervision for every thirty (30) hours of face-to-face consumer contact.
- Bilingual support staff with more than five (5) years of experience shall follow accreditation, certification and professional standards and shall have a minimum of one (1) hour of supervision for every one hundred-twenty (120) hours of face-to-face consumer contact.
- g. Provide continued education and training, at least quarterly, to bilingual support staff to maintain and upgrade their service skills. The applicant’s education and training shall be based on a strategic training plan to upgrade the educational and professional qualifications of its bilingual support staff. The strategic training plan shall be developed in conjunction with the DIVISION’s designated service coordinator. At a minimum, the training shall include substance abuse; trauma informed care; sentinel events; risk management; compliance; HIPAA compliance; consumer

rights; recovery planning; access and treatment for non-English speaking consumers; forensics; ethics; risk assessment, reduction and management; health; safety; and access.

- h. The provider shall ensure and document that its personnel receive appropriate education and training in techniques and modalities relevant to their service activity for the treatment and rehabilitation of individuals with mental illness, following the organization's policy and procedures.
- i. Continued education and training to bilingual support staff at least semi-annually to maintain and upgrade their skills. The content of the education and training shall be based on a strategic training plan to upgrade the educational and professional qualifications of its staff and shall be developed in conjunction with the DIVISION.
- j. The provider shall have a program description that addresses all required provisions in this section. The provider shall include the following:
 - 1) The staffing pattern and how staff is deployed to ensure that the proposed staff to consumer ratios is maintained including how unplanned staff absences are accommodated.
 - 2) Clinical and administrative supervision. The provider shall ensure and document that staff receive appropriate and regular clinical and administrative supervision.
- k. The provider shall ensure that the appropriate personnel attend trainings sponsored or required by the DIVISION, as appropriate to the service(s) they are providing. Training shall include compliance with DIVISION requirements for fraud and abuse prevention.
- l. Attend DIVISION provider meetings as scheduled by the DIVISION.
- m. As part of their response to the RFP, the applicant shall submit position descriptions of direct care and supervisory staff responsible for the delivery of services as indicated in Section 3.2A. Position descriptions shall include the minimum qualifications, including experience for staff assigned to the service.

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

2. Administrative

- a. Services shall be authorized by the DIVISION's utilization management process, in accordance with the DIVISION's processes as outlined in current DIVISION policies and procedures and directives from the DIVISION Chief. It is the responsibility of each provider to understand and follow these policies, procedures, and directives in order that reimbursement can be approved by the DIVISION. Authorization of services is not a guarantee of payment.
- b. The provider shall accept all referrals deemed appropriate by the DIVISION's utilization management process. If the provider is unable to meet the needs of the referral, the provider shall indicate on the Provider Decision Form, the reason for the denial and recommend as alternative appropriate option.
- c. There will be a single point of accountability for each consumer entering the system that will be responsible for the continuity of communication, care, and follow up regardless of service, setting, or provider. In most cases, the single point of accountability will be the DIVISION designated case manager.
- d. All consumers shall be registered for services and have a record open within the DIVISION'S information system. When requested by the DIVISION, the provider shall obtain and provide the information necessary to register, open, confirm DIVISION eligibility status, all third party insurance coverage, and monitor services received.
- e. The provider shall cooperate with the coordination and the transition of services for newly enrolled consumers with the consumer's current DIVISION provider, Medicaid fee-for-service provider, and/or a QUEST Expanded Access health plan, since many of the eligible consumers already have an established behavioral health care provider.

Individuals who are receiving services from the Child and Adolescent Mental Health Division ("CAMHD"), and will no longer be eligible for services (age 21) with CAMHD, will also

need to be transitioned to the DIVISION, if determined to meet DIVISION eligibility criteria, or back to their QUEST health plan or Medicaid fee-for-service if they are determined to no longer meet DIVISION criteria for continued enrollment.

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

- f. All providers shall submit a rate schedule which outlines charges made to consumers for service(s) rendered.
- g. DIVISION consumers shall not be charged finance charges, co-payments for services, or no-show fees. Consumers shall be informed that they cannot be terminated by the provider for non-payment of co-payments, finance charges, no-show fees, and non-covered services or for receipt of services from unauthorized provider employees or providers. Housing providers shall establish a clear and consistently applied schedule of fees required from consumers, which outline the cost of rent, security deposit and any other fees for incidental needs such as toiletries and personal use items which the consumer will be responsible for. This fee schedule shall clearly outline the process for refunding of the consumer's security deposit when the consumer moves out of the home.
- h. The provider shall negotiate and develop written agreements, as deemed appropriate, which shall be approved by the DIVISION, with the following parties, which may include, but not be limited to, hospital facilities, CENTERS and other DIVISION purchase of service providers.
- i. The provider shall collaborate with the DIVISION to facilitate outcome evaluation. This collaboration shall involve cooperation in the administration of a consumer satisfaction survey.

3. Quality assurance and evaluation specifications

- a. The purpose of quality management is to monitor, evaluate, and improve the results of the provider's services in an ongoing manner. Quality care includes, but is not limited to:
 - 1) Provision of services in a timely manner with reasonable waiting times;

- 2) Provision of services in a manner which is sensitive to the cultural differences of consumers;
 - 3) Provision of services in a manner which is accessible for consumers;
 - 4) Opportunities for consumers to participate in decisions regarding their care;
 - 5) An emphasis on recovery;
 - 6) Appropriate use of services in the provision of care;
 - 7) Appropriate use of best practices and evidence-based practices;
 - 8) Appropriate documentation, in accordance with defined standards;
 - 9) Monitoring and improving clinical outcomes and enhancing quality of life;
 - 10) Consumer satisfaction;
 - 11) User friendly grievance procedures which resolve issues in a timely manner; and
 - 12) Upholding consumer rights.
- b. The provider's quality management program shall include at a minimum the content indicated in Section 3.2C.
- c. The provider shall participate in the DIVISION's continuing quality management program and activities as directed by the DIVISION. The provider shall ensure that a staff member be available to participate in system-wide quality management meetings as scheduled by the DIVISION.
- d. The Quality Management reporting requirements provide:
- 1) Information on the activities and actions of the provider's Quality Management and related programs; and
 - 2) Performance measures.

The objectives of the performance measures are:

- 1) To standardize how the provider specifies, calculates and reports information; and
- 2) To trend a provider's performance over time and to identify areas with opportunities for improvement.

e. Required Quality Management Activities Reports

The provider shall provide the following reports and information:

- 1) Annual consumer satisfaction survey report;
- 2) Written notification of any Quality Management Program (if written Program required) modifications;
- 3) Senior personnel changes, including professional staff/consultants, within thirty (30) calendar days of change;
- 4) Annual Quality Management Program evaluation if written Quality Management Program required;
- 5) Written request for approval of any delegation of quality management activities to subcontractors and providers;
- 6) Written notification of lawsuits, license suspensions, and revocation to provide Medicaid or Medicare services, or other actions brought against the provider, employees, subcontractors or providers as soon as possible, but no later than five (5) working days after the applicant is made aware of the event;
- 7) Notice to Utilization Management of consumer discharge via Authorization Request form;
- 8) Written notification of suspected fraud within thirty (30) calendar days of discovery, and of consumer abuse and neglect immediately upon discovery; and
- 9) Report of the Quality Management activities conducted quarterly. At a minimum, these reports shall include the following:
 - a) Number of cases selected for quality of care reviews and medical record documentation. Minimum data for each case selected for review shall include

- (1) sample of records reviewed;
 - (2) findings;
 - (3) actions taken, if applicable; and
 - (4) progress toward meeting performance goals established by agency Quality Management Committee.
- b) Aggregated report of any suspected consumer, employee, subcontractor, or provider fraud and the status of any investigations.
 - c) Participation with monitoring activities designated by the DIVISION.
 - d) Direct care staff and provider to consumer ratios.
 - e) Direct care staff and provider turnover rates.
 - f) A report on consumer grievances and appeals. Minimum data for each case shall include: (1) date of grievance or appeal; (2) date of service; (3) type of service; (4) consumer name, age, diagnosis; and (5) date of resolution.
 - g) Sentinel events.

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

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

The specific content of these requests cannot be readily specified in advance as the DIVISION is required to provide a variety of ad hoc reports to funding sources including the legislature and other branches of State government, as well as to national tracking and research groups, the Federal government, advocacy organizations, accreditation bodies, professional groups, stakeholder groups, and others. Requests for information to the provider can occur in the following areas, including consumer demographics, consumer needs, clinical and service information including encounter data, staffing and capacity patterns, risk management areas, consumer outcomes, regulatory compliance, organizational processes, resource utilization, and billing and insurance areas, as applicable. The DIVISION will work with the provider over the contract

period to streamline requests for information when those requests are regular and ongoing.

5. Experience

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

6. Coordination of Services

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

7. Reporting requirements for program and fiscal data

- a. Reports shall be submitted in the format and by the due dates prescribed by the DIVISION.
- b. The required content and format of all reports shall be subject to ongoing review and modification by the DIVISION as needed.
- c. At the discretion of the DIVISION, providers may be required to submit reports in an approved electronic format, replacing some written reports.

C. Facilities

The provider shall provide a description of its facilities and demonstrate its adequacy in relation to the proposed services. If facilities are not presently available, the applicant shall describe plans to secure facilities and the general prospective geographical locations which they will be exploring. The applicant shall also describe how the facilities meet ADA requirements, as applicable; comply with HIPAA requirements for maintaining the privacy and confidentiality of PHI; and describe any provisions for special equipment that may be required for the service.

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

2.5 COMPENSATION AND METHOD OF PAYMENT

A. Pricing structure or pricing methodology to be used.

Bilingual support services shall be on a Cost Reimbursement pricing structure.

The cost reimbursement pricing structure reflects a purchase arrangement in which the purchasing agency pays the provider for budgeted agreed-upon costs that are actually incurred in delivering the services specified in the contract, up to a stated maximum obligation.

However, the pricing methodology may change to a fixed rate and then services shall be paid on a structure based, fixed unit of service rate.

B. Units of Service and Unit Rate.

Not applicable at this time.

C. Method of compensation and payment.

- a) Payments shall be made in monthly installments upon the monthly submission by the provider of expenditure reports for the services provided in accordance with the contract and in accordance with the costs identified in the budget. The State shall withhold not more than five percent (5%) of the total budget amount until final settlement of the contract.
- b) The expenditure reports shall be reviewed by the state and shall be subject to the state's preliminary determination of appropriateness and allowability of the reported expenditures. The state's preliminary determination of appropriateness and allowability of the reported expenditures shall be subject to later verification and subsequent audit.