

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.

Number:	RFP F15-114
Title:	Behavioral Instructional Support Services (Statewide)
Deadline:	2:00 p.m. Hawaii Standard Time, February 17, 2016
Contact Person:	Rex Shilo
Contact's e-mail Address:	Rex_Shilo@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
Hawaii Department of Education
Office of Curriculum, Instruction and Student Support
Special Education Section

Request for Proposals

RFP No. F15-114

Behavioral Instructional Support Services

(Statewide)

January 7, 2016

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.*

January 7, 2016

**REQUEST FOR PROPOSALS
BEHAVIORAL INSTRUCTIONAL SUPPORT SERVICES
RFP F15-114**

The Hawaii Department of Education (HIDOE) Special Education Section is requesting proposals from qualified providers to furnish behavioral instructional support services (BISS) for eligible students who are in need of such services. Services should combine educational and behavioral approaches in providing time limited interventions designed to assist students to effectively access the general education curriculum. The contract term will be from July 1, 2016 through June 30, 2017. 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 February 17, 2016, 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 February 17, 2016, 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 HIDOE Office of Curriculum and Instructional Services Section (OCISS) will conduct an orientation *for all islands* on **January 15, 2016 from 9:00 a.m. to 10:30 a.m. Hawaii Standard Time (HST)**, at the **OCISS Annex Rm. 113, 475 22nd Avenue, Honolulu, Hawaii, 96816**. All prospective applicants are encouraged to attend the orientation.

The deadline for submission of written questions is 2:00 p.m., HST, on January 21, 2016. All written questions will receive a written response from the HIDOE on or about January 29, 2016.

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

PROPOSAL MAIL-IN AND DELIVERY INFORMATION SHEET

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

ALL MAIL-INS SHALL BE POSTMARKED BY THE UNITED STATES POSTAL SERVICE (USPS) NO LATER THAN **February 17, 2016** and received by the state purchasing agency no later than **10 days from the submittal deadline.**

All Mail-ins

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

RFP COORDINATOR

Rex Shilo, HIDOE 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), February 17, 2016.** 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. **February 17, 2016.**

Drop-off Site

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

RFP Table of Contents

Section 1 Administrative Overview

1.1	Procurement Timetable.....	1-1
1.2	Website Reference	1-2
1.3	Authority.....	1-2
1.4	RFP Organization	1-3
1.5	Contracting Office	1-3
1.6	RFP Contact Person.....	1-3
1.7	Orientation	1-4
1.8	Submission of Questions	1-4
1.9	Submission of Proposals.....	1-4
1.10	Discussions with Applicants.....	1-7
1.11	Opening of Proposals.....	1-7
1.12	Additional Materials and Documentation.....	1-7
1.13	RFP Amendments.....	1-7
1.14	Final Revised Proposals.....	1-7
1.15	Cancellation of Request for Proposals.....	1-7
1.16	Costs for Proposal Preparation	1-8
1.17	Provider Participation in Planning.....	1-8
1.18	Rejection of Proposals	1-8
1.19	Notice of Award	1-8
1.20	Protests.....	1-9
1.21	Availability of Funds	1-9
1.22	General and Special Conditions of the Contract.....	1-9
1.23	Cost Principles	1-10

Section 2 - Service Specifications

2.1.	Introduction	
	A. Overview, Purpose or Need	2-1
	B. Planning activities conducted in preparation for this RFP.....	2-2
	C. Description of the Service Goals	2-2
	D. Description of the Target Population to be Served.....	2-2
	E. Geographic Coverage of Service	2-3
	F. Probable Funding Amounts, Source, and Period of Availability.....	2-3
2.2.	Contract Monitoring and Evaluation	2-3
2.3.	General Requirements.....	2-3
	A. Specific Qualifications or Requirements	2-3
	B. Secondary Purchaser Participation	2-4
	C. Multiple or Alternate Proposals	2-4
	D. Single or Multiple Contracts to be Awarded	2-4
	E. Single or Multi-Term Contracts to be Awarded	2-4

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

Section 3 - Proposal Application Instructions

	General Instructions for Completing Applications	3-1
3.1.	Program Overview	3-1
3.2.	Experience and Capability	3-2
	A. Necessary Skills	3-2
	B. Experience	3-2
	C. Quality Assurance and Evaluation	3-2
	D. Operational Plan	3-2
	E. Coordination of Services	3-3
	F. Facilities	3-3
3.3.	Project Organization and Staffing	3-3
	A. Staffing	3-3
	B. Project Organization	3-4
3.4.	Service Delivery	3-5
3.5.	Financial	3-6
	A. Pricing Structure	3-6
	B. Other Financial Related Materials	3-7
3.6.	Other	3-8
	A. Litigation	3-8

Section 4 – Proposal Evaluation

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

Section 5 – Attachments

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

Section 1

Administrative Overview

Section 1

Administrative Overview

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

1.1 Procurement Timetable

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

<u>Activity</u>	<u>Scheduled Date</u>
Public notice announcing Request for Proposals (RFP)	January 7, 2016
Distribution of RFP	January 7, 2016
RFP orientation session	January 15, 2016
Closing date for submission of written questions for written responses	January 21, 2016
State purchasing agency's response to applicants' written questions	January 29, 2016
Discussions with applicant prior to proposal submittal deadline (optional)	
Proposal submittal deadline	February 17, 2016
Discussions with applicant after proposal submittal deadline (optional)	
Final revised proposals (optional)	
Proposal evaluation period	February 17, 2016- March 7, 2016
Provider selection	March 7, 2016
Notice of statement of findings and decision	March 14, 2016
Contract start date	July 1, 2016

1.2 Website Reference

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

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.

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:

Debra Farmer, Administrator for Special Education
 Hawaii Department of Education, Office of Curriculum, Instruction and Student Support, Special Education Section
 Address: 475 22nd Avenue, Room 108, Honolulu, Hawaii 96816
 Telephone: (808) 305-9806 Fax: (808) 733-4475
 Email: Debra_Farmer@notes.k12.hi.us

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.

Rex Shilo, Procurement and Contracts Support Specialist
 HIDOE Procurement and Contracts Branch
 94-275 Mokuola Street, Room 200
 Waipahu HI 96797
 Tel: (808) 675-0130
 Email: Rex_Shilo@notes.k12.hi.us

1.7 Orientation

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

Date:	January 15, 2016	Time:	9:00 a.m. – 10:30 a.m.
Location:	<u>HIDOE, OCISS Annex, Rm. 113, 475 22nd Avenue, Honolulu, HI 96816</u>		

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:	<u>January 21, 2016</u>	Time:	<u>2:00 p.m.</u>	<u>HST</u>
--------------	-------------------------	--------------	------------------	------------

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

Date:	<u>January 29, 2016</u>
--------------	-------------------------

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 Section 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. **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 from the Hawaii State Department of Taxation (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 DCCA 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.

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. 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 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: Lois Mow	Name: Debra Farmer
Title: Director, Procurement and Contracts Branch	Title: Administrator for Special Education (Special Education Section)
Mailing Address: 94-275 Mokuola Street, Room 200, Waipahu, HI 96797	Mailing Address: 475 22 nd Avenue, Room 108 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 the SPO website. Special conditions may also be imposed contractually by the state purchasing agency, as deemed necessary. Refer to Attachment G, 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 as 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

Section 2

Service Specifications

Commonly Used Abbreviations or Acronyms

ADA	Americans with Disabilities Act
APRN	Advanced Practice Registered Nurse
BISS	Behavioral Instructional Support Services
BSP	Behavioral Support Plan
CAS	Complex Area Superintendent
CSSS	Comprehensive Student Support System
DES	District Educational Specialist
DSM IV	Diagnostic and Statistical Manual of Mental Disorders, 4th Edition
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
HIDOE	Hawaii Department of Education
HST	Hawaii Standard Time
IDEA-2004	Individuals with Disabilities Education Improvement Act -2004
IEP	Individualized Education Program
MP	Modification Plan
OCISS	Office of Curriculum, Instruction and Student Support
POS	Purchase of Service
QAP	Quality Assurance Plan
QAIP	Quality Assurance Improvement Plan
RFI	Request for Information
RFP	Request for Proposal
SBBH	School Based Behavioral Health Services
SPO	HIDOE 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 (agencies and/or individuals) interested in providing intensive behavioral and educational services through the school-based behavioral health and education models within the Comprehensive Student Support System (CSSS). The HIDOE anticipates the need to develop contracts to provide personnel, when the HIDOE does not have the personnel capacity, for students who are exhibiting a combination of severe social,

communication and behavioral deficits. For the purposes of this RFP, severe is defined as two or more standard deviations below the mean on standardized instruments that are designed to assess social, communication and behavioral deficits.

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

B. Planning activities conducted in preparation for this RFP

The HIDOE reviewed existing workload of the HIDOE staff, the Department's experience with contracted services, and suggestions received from the HIDOE employees and contracted agencies during the course of the previous contract cycle. In addition, a Request for Information (RFI) meeting with interested parties was held on August 18, 2015, at the Office of Curriculum, Instruction and Student Support, 475 22nd Ave., Honolulu, HI, and posted on State of Hawaii, State Procurement Office website. Participants in the RFI included members of the HIDOE, and representatives of various private provider agencies.

C. Description of the service goals

Educational services for students such as those exhibiting a combination of severe social, communication, and behavioral deficits are provided, in collaboration with their teachers, within the context of CSSS. As part of an integrated programmatic approach, these services are designed to provide support to assist schools in supporting students to successfully engage in standards-based educational opportunities and access to the general education curriculum through over-coming individual barriers to learning. Provision of services under this RFP is intended to enable the teacher to help students to meet their annual goals and objectives on their IEP/MP.

This service is not intended to supplant non-educational services (e.g., respite care, personal assistance care or other community resources) the student or family may access.

D. Description of the target population to be served

In Hawaii, approximately 1,500 students currently require such services. A significant reduction in this number is not anticipated between the release of this RFP and June 30, 2017. However, as the HIDOE builds the personnel capacity to provide this service, the need for contracting for this service may decrease.

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

E. Geographic coverage of service

The services are sought across the State. Refer to Section 3 POS Proposal Applications for specific requirements for submitting proposals by district(s) and complex(es).

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

It is expected that General/Federal funds will be used to support these services. The current fund appropriation for school based services is approximately \$6 million.

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 will be allowed.

The secondary purchaser will execute a separate contract.

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 HDOE in this RFP. The criteria for multiple awards include, but are not limited to, the following:

The score of eighty (80) 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	Four (4) extensions
Maximum Length of Contract	Five (5) 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 HDOE’s approach to service delivery, availability of funding, and by 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.

B. Work Activities

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

The proposal application should address in detail, how services for teachers of students will be transferred between providers and HIDOE employees or other agencies when a provider can no longer perform the services.

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 HIDOE contracted providers, applicants presuming to utilize any community assets, staff, facilities, or instructional resources, including those of the HIDOE, 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 5.5 for the following services:

1. BEHAVIORAL INSTRUCTIONAL SUPPORT SERVICES**2. PARENT EDUCATION/PARENT TRAINING****3. EDUCATIONAL TEAM PLANNING AND PARTICIPATION****4. COURT/DUE PROCESS HEARING TESTIMONY**

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

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

1. Personnel**Supervision Requirements****Credentialing Requirements****Criminal History Record Check Requirements****Notification Requirements****TB Clearance Requirements****Training Requirements****2. Administrative****Medicaid Requirements****Confidentiality Requirements****Sentinel Event/Incident Notification Reports****Use of Restraints Policy****3. Quality Assurance****4. Performance Requirements****5. Experience**

Please refer to specific service and staffing requirements as detailed in Section 2, B, Work Activities.

6. Coordination of services

Please refer to specific service and staffing requirements as detailed in Section 2, B, 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 HIDOE.

7. Reporting requirements for program and fiscal data

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

Program Requirements

Fiscal Requirements

D. 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 HIDOE. An applicant must submit a cost proposal utilizing the unit cost pricing structure as designated by the HIDOE. The cost proposal must be attached to the proposal application for those specific services as listed on the HIDOE Rate and Cost Summary Worksheet.

The HIDOE will not consider proposals for services with rates that are above the maximum allowable amounts set forth in the HIDOE 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 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 maximum number of units they can deliver for each geographic area by level of care to assist the HIDOE in determining applicant's capacity to serve. (Note: "Maximum" should reflect the maximum number of students that an agency has the capacity to service.)

B. Units of service and unit rate

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

C. Method of compensation and payment

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

Section 3

Proposal Application Instructions

Section 3

Proposal Application Instructions

General instructions for completing applications:

- *Proposal Applications shall be submitted to the state purchasing agency using the prescribed format outlined in this section.*
- *The numerical outline for the application, the titles/subtitles, and the applicant organization and RFP identification information on the top right hand corner of each page should be retained. The instructions for each section however may be omitted.*
- *Page numbering of the Proposal Application should be consecutive, beginning with page one and continuing through for each section. See sample table of contents in Section 5.*
- *Proposals may be submitted in a three ring binder (optional).*
- *Tabbing of sections (Recommended).*
- *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 (Refer to Section 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 the name, address, email address, telephone numbers of references. The HIDOE reserves the right to contact references to verify experience.

The applicant shall provide a listing of verifiable experience with projects or contracts, along with references, for the most recent five years that are pertinent to the proposed services. The Applicant shall include points of contact addresses, e-mail/phone numbers. The State 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. Because this is an educationally related service, the primary outcome measures the HIDOE is accustomed to are improvements in grades, behaviors, and 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. Operational Plan

The applicant should describe in detail how it would address operational issues related to the delivery of the services covered in this RFP. Specifically, the applicant should detail the following: 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 will ensure that records and reports containing personally identifiable information are

secure and protected from unauthorized access (e.g., physical and technological measures of security); 5) how it monitors and verifies service delivery prior to and after billing claims have been submitted; 6) how it will comply with the terms of this RFP or subsequent contract; 7) how the applicant addresses concerns about its service providers; and 8) how it resolves questions of provider conduct or performance.

If applicable, the applicant's 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 Department of Education, then it should demonstrate how these policies and procedures would be fully adhered to and provide some measure of verification in the proposal that they will be faithfully implemented if a contract is awarded.

E. Coordination of Services

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 transition 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 HODOE.

F. Facilities

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

Applicants need only to respond to this section if applicable to the service. Applicants should be clear where the services are to be provided, and if they will be delivered at a specific site. If so, this section would apply.

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 Section 2, 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.)

Applicant shall submit the curriculum vitae, or resume, of each of the persons on staff who will have direct contact with students.

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.

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. Specific details of training topics shall be submitted with applicant's proposal.

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.

a. Professional Development and 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
4. Trainer(s) qualifications and experience with the target population.

The training plan(s) should be included in the applicant's proposal.

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 how applicant's approach to applicable service delivery and management requirements including a work plan of all service activities and tasks to be completed, related work assignments/responsibilities and timelines/schedules best accomplishes the HIDEOE's plan for service delivery.

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 Hours Needed, by District for Behavioral Instructional Support Services

Type of Service	Honolulu District	Central District	Leeward District	Windward District	Hawaii District	Maui District	Kauai District
Behavioral Intervention Support Services	12,600	2,160	7,000	4,200	17,000	2800	4,200
Parent Education/Parent Training	1,150	0	500	360	300	0	450
Education Team Planning	300	0	150	150	230	10	180
Court/Hearing Testimony	7	0	0	3	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.

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

The HIDOE will not consider proposals for services with rates that are above the amounts set forth in the HIDOE 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 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 maximum number of units they can deliver for each geographic area by level of care to assist the HIDOE in determining applicant's capacity to serve. (Note: "Maximum" should reflect the maximum number of students that an agency has the capacity to service.)

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 HIDEOE 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 Material

1. Accounting System

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

- A 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;
- 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, C.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. If applicable, please explain.

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 may be qualified to enter into a contract with the HIDOE. **In order to be eligible for a contract award, the applicant(s) must receive a score of 80 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 HIDOE'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 HIDOE.

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

<u>Evaluation Categories</u>	<u>Possible Points</u>
<i>Administrative Requirements</i>	<i><u>Pass or Rejected</u></i>
<i>Proposal Application</i>	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
- Registration
- Federal Certifications
- Rate Schedule

2. Proposal Application Requirements

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

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

Program Overview: No points are assigned to Program Overview. The intent is to give the applicant an opportunity to 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 HIDOE, and will incorporate its efforts under the IDEA-2004, Section 504, Subpart D, make progress in assisting students to make progress on all identified service goals and objectives.

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 HIDOE 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 services in an educationally based approach and through evidence based interventions of its supervisors. [3 points]
- Demonstrated skills, abilities, knowledge of, and experience relating to the delivery of the proposed services in an educationally based approach and through evidence based interventions of its direct service personnel. [3 points]

B. Experience

- The experience and capacity of its supervisors, or those overseeing the delivery of the services and their knowledge or expertise in evidence based interventions and in working with the target population. [3 points]
- The experience and capacity of its direct service personnel and their knowledge or expertise in evidence based interventions and in working with the target population. [3 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 including the security measures for student records information. [3 points]

D. Coordination of Services

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

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

The HIDOE 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 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. [1 point]
- 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. [5 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 Proposal Application.

- Given the service description of the required services in this

- RFP, the response has clearly detailed an understanding of the service in terms of the service operations and service activities in an educationally based model and how this will translate to actual provision of the service as related to 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 HIDOE apprised of service gaps. [**3 points**]
- The response should also address how the applicant will address the provision of substitutes. [**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 district(s). [**2 points**]
- For each service, it should be clearly detailed how the tasks will be accomplished in a manner that will demonstrate progress towards meeting the Teacher Consultation Plan. [**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 commitment to least restrictive interventions. [**5 points**]
- Demonstration of the applicant's policies and procedures for identifying, addressing and managing transfers. [**5 points**]
- Clearly addresses how the services will be delivered collaboratively with the HIDOE, and will focus on assisting the teacher to help students to make progress towards their IEP/MP goals and objectives. [**5 points**]
- Description of how applicant's providers will collaborate and problem solve with classroom teachers and other HIDOE personnel that are involved with the student. [**5 points**]

5. *Financial (7 Points)*

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

- Description of how applicant's accounting system is organized to support contract implementation. [**2 points**]
- Description of adequacy of accounting system and infrastructure to support electronic/manual billing requirements including a

demonstration of the applicant's ability to accurately track cost of related services by students served. [**2 points**]

- 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. Competitive Proposal Application Checklist
- B. Sample Proposal Table of Contents
- C. Wage Certification
- D. Federal Certifications
- E. General Conditions
- F. Exhibit A. Service Requirements and Activities
- G. Contract Minimum and Special Conditions
- H. 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	
Provider Compliance	Section 1, RFP	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:				
Most Recent Financial Audit			X	

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

Proposal Application Table of Contents

1.0	Program Overview	1
2.0	Experience and Capability	1
	A. Necessary Skills.....	2
	B. Experience.....	4
	C. Quality Assurance and Evaluation.....	5
	D. Coordination of Services.....	6
	E. Facilities.....	6
3.0	Project Organization and Staffing	7
	A. Staffing.....	7
	1. Proposed Staffing	7
	2. Staff Qualifications	9
	B. Project Organization	10
	1. Supervision and Training	10
	2. Organization Chart (Program & Organization-wide) (See Attachments for Organization Charts)	
4.0	Service Delivery	12
5.0	Financial	20
	See Attachments for Cost Proposal	
6.0	Litigation	20
7.0	Attachments	
	A. Cost Proposal	
	SPO-H-205 Proposal Budget	
	SPO-H-206A Budget Justification - Personnel: Salaries & Wages	
	SPO-H-206B Budget Justification - Personnel: Payroll Taxes and Assessments, and Fringe Benefits	
	SPO-H-206C Budget Justification - Travel: Interisland	
	SPO-H-206E Budget Justification - Contractual Services – Administrative	
	B. Other Financial Related Materials	
	Financial Audit for fiscal year ended June 30, 1996	
	C. Organization Chart	
	Program	
	Organization-wide	
	D. Performance and Output Measurement Tables	
	Table A	
	Table B	
	Table C	
	E. Program Specific Requirements	

WAGE CERTIFICATE

Subject: Project No. RFP F15-114

Description of Project: Behavioral Instructional Support Services

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

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

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

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

OR

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

PROVIDER: _____

By Its (signature): _____

Title: _____

Title: _____

CERTIFICATIONS
0920-0428

PHS-5161-1-CERTIFICATIONS (7/00)

OMB Approval No.

1. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION.

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

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
- (b) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

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

2. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS.

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

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about-
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) above;
- (d) Notifying the employee in the statement required by paragraph (a), above, that, as a condition of employment under the grant, the employee will--
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d) (2), with respect to any employee who is so convicted--
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

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

3. CERTIFICATION REGARDING LOBBYING

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

apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93).

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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

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

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

5. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE.

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

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

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

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

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

Signature of Authorized Certifying Official	Title
Applicant Organization	Date Submitted

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

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

3.4.2	Contracts with other individuals and entities.....	4
3.4.3	PROVIDER’s employees and agents.....	5
3.4.4	PROVIDER’s Responsibilities	5
3.5	Personnel Requirements.....	6
3.5.1	Personnel.....	6
3.5.2	Requirements	6
4.	Modification and Termination of Contract.....	6
4.1	Modifications of Contract.....	6
4.1.1	In writing.....	6
4.1.2	No oral modification	6
4.1.3	Tax clearance	6
4.2	Termination in General.....	6
4.3	Termination for Necessity or Convenience	7
4.4	Termination by PROVIDER.....	7
4.5	STATE’s Right of Offset.....	7
Indemnification	7
5.1	Indemnification and Defense	7
5.2	Cost of Litigation	7
6.	Publicity	8
6.1	Acknowledgment of State Support.....	8
6.2	PROVIDER’s publicity not related to contract	8
7.	Miscellaneous Provisions.....	8
7.1	Nondiscrimination.....	8
7.2	Paragraph Headings	8
7.3	Antitrust Claims	8
7.4	Governing Law	8
7.5	Conflict between General Conditions and Procurement Rules.....	8
7.6	Entire Contract.....	8
7.7	Severability	9
7.8	Waiver.....	9

7.9	Execution in Counterparts.....	9
8.	Confidentiality of Personal Information.....	9
8.1	Definitions.....	9
	8.1.1 Personal Information.....	9
	8.1.2 Technological Safeguards.....	9
8.2	Confidentiality of Material	10
	8.2.1 Safeguarding of Material	10
	8.2.2 Retention, Use, or Disclosure	10
	8.2.3 Implementation of Technological Safeguards	10
	8.2.4 Reporting of Security Breaches	10
	8.2.5 Mitigation of Harmful Effect	10
	8.2.6 Log of Disclosures	10
8.3	Security Awareness Training and Confidentiality Agreements.....	10
	8.3.1 Certification of Completed Training.....	10
	8.3.2 Certification of Confidentiality Agreements	10
8.4	Termination for Cause	11
8.5	Records Retention.....	11
	8.5.1 Destruction of Personal Information.....	11
	8.5.2 Maintenance of Files, Books, Records	11

GENERAL CONDITIONS FOR HEALTH & HUMAN SERVICES CONTRACTS**1. Representations and Conditions Precedent****1.1 Contract Subject to the Availability of State and Federal Funds.**

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

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

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

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

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

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

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

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

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

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

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

2. Documents and Files

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

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

3. Relationship between Parties

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

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

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

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

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

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

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

3.5 Personnel Requirements.

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

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

4. Modification and Termination of Contract

4.1 Modification of Contract.

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

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

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

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

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

5. Indemnification

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

6. Publicity

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

7. Miscellaneous Provisions

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

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

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

8. Confidentiality of Personal Information

8.1 Definitions.

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

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

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

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

8.2 Confidentiality of Material.

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

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

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

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

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

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

8.3 Security Awareness Training and Confidentiality Agreements.

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

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

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

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

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

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

8.5 Records Retention.

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

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

Exhibit A

SERVICE REQUIREMENTS AND ACTIVITIES

1. Introduction

The Hawaii Department of Education (HIDOE) administers the statewide system of public schools. The scope of education programs and services of the public schools encompasses grades kindergarten through twelve, and such pre-school programs and community/adult education curricula as may be authorized. In addition to regular programs of instruction and support services, the HIDOE offers special programs and services for students who are disabled, gifted, learning English as a second language, economically and culturally disadvantaged, at-risk, 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 Chapter 60 and 61).

In accordance with the Individuals with Disabilities Education Improvement Act of 2004 (IDEA) and Section 504 Subpart D of the Rehabilitation Act of 1973 (as amended), the HIDOE strives to provide an integrated educational model for students with disabilities to realize reasonable benefits from their education.

A need exists to augment HIDOE services in the provision of Behavior Instruction Support Services (BISS), for a period between four to six months, to increase teachers' knowledge and skills that work with students who have severe communication, social, and behavioral needs. "These services must not supplant a teacher's role and responsibility to lead/direct staff, design instruction and analyze data". (Leeward District, 2014).

Services are required statewide; service hours and geographic coverage needs vary and will be determined by the HIDOE.

2. Service Activities

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

3. Target Population

The PROVIDER shall provide Behavioral Instructional Support Services (BISS) for students meeting the following criteria:

- 3.1 The student has or is suspected of having a disability described in HAR Sections 8-60-1 to 8-60-84 (or subsequent revisions) or HAR section 8-61-1 to 8-61-17 (or subsequent revisions) and
 - 3.1.1 The student has an IEP developed under criteria described in HAR Chapter 60, that is, the student is eligible for services under the criteria set forth in HAR Chapter 60 and the student needs special education and related services because of the disability; or

- 3.1.2. The student has an MP developed under criteria described in HAR Chapter 61, that is, the student is eligible for services under HAR Chapter 61 criteria and the student needs a modification plan and related services because of the disability; and
- 3.2. The student resides in the State and comes within the following age range: (a) at least three years of age and (b) under 22 years of age; and
- 3.3. The student is currently exhibiting a combination of severe social, communication and behavioral deficits and receives special education and related services in order to benefit from his/her free and appropriate public education or is suspected of having a disability.

4. Provider Responsibilities

4.1. Personnel Requirements

4.1.1. Supervision Requirements

4.1.1.1. The PROVIDER shall be responsible for the quality of work provided by its employees and agents. The PROVIDER shall also be responsible for monitoring the work of all employees and agents. The PROVIDER must ensure that the expectations and responsibilities assumed by and between its employees are equally placed on agents.

4.1.1.2. The PROVIDER must train, monitor, investigate complaints, and cooperate fully with any HIDEOE investigations, including but not limited to taking immediate necessary action, submitting and implementing corrective action plans, and disciplining any employee or agent for violations of any term or condition under this Contract.

4.1.1.3. Individuals with any of these qualifications can provide supervision to persons delivering services under this Contract:

4.1.1.3.1. An individual who possesses a Doctorate of Philosophy, or Education with a specialty in the area of special education, or Psychology, or Speech Pathology and having at least one year (1) of experience working with students with special needs in an educational setting and have knowledge and experience of behavioral/instructional approaches for the target population;

OR

4.1.1.3.2. An individual who possesses a Master's Degree in Education with a specialty in the area of special education, or Psychology, or Speech Pathology and having at least five (5) years of experience working with students with special needs in an educational setting and have knowledge and experience of

behavioral/instructional approaches for the target population;

OR

4.1.1.3.3. A current Hawaii-licensed psychiatrist; board certified by the American Board of Psychiatry and Neurology (ABPN); or board certified in Child/Adolescent Psychiatry;

OR

4.1.1.3.4. An individual who possesses a current Hawaii license in Psychology, Social Work, Marriage and Family Therapy (LMFT) having at least three (3) years of experience in behavioral/instructional approaches for the target population;

OR

4.1.1.3.5. An individual who Possesses Social Work Certification, or is a Diplomate in Clinical Social Work (DCSW) or Board Certified Diplomate (BCD) and having at least three (3) years of experience in behavioral/instructional approaches for the target population;

OR

4.1.1.3.6. An individual who possesses a current Hawaii license and certification to practice as an Advanced Practice Registered Nurse (APRN) and having at least three (3) years of experience in behavioral/instructional approaches for the target population;

OR

4.1.1.3.7. A Current Hawaii-licensed Mental Health Counselor, as of 2005, and having at least three (3) years of experience in behavioral/instructional approaches for the target population.

4.1.1.4. It is expected that Behavioral/Instructional Support Services personnel (agency staff or subcontracted) shall receive, at a minimum, two (2) hours per month of supervision – one (1) hour of which must be individual supervision. One (1) of the two (2) hours of supervision may be group supervision. All supervision must be documented in their personnel files with date, place, length of time of session, topics discussed and the name of the individual providing supervision. Upon a request from the HIDOE, the PROVIDER must provide the requested supervision documentation within two (2) working days from the request.

4.1.2. Credential Requirements

4.1.2.1. The PROVIDER must maintain personnel files that include documentation of the training, supervision, appropriate

credentialing, and ongoing performance of all employees and agents. The PROVIDER must complete and submit the prescribed HIDEO 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 officers, direct service employees and agents using the prescribed HIDEO provider update form. The PROVIDER shall notify the HIDEO, verbally within twenty-four (24) hours, upon any change in staffing that could reasonably be expected to affect the PROVIDER's ability to carry out its obligation under this Contract.

4.1.2.3. The PROVIDER must maintain written policies and procedures, subject to the HIDEO approval, that identify the PROVIDER's process for primary source verification of all personnel. Agencies must have all official transcripts and if applicable, current licenses or certificates on file for each provider providing services under this Contract.

4.1.2.4. The PROVIDER must verify and document all of their claims regarding degrees from accredited institutions at the following websites: the U.S. Department of Education Database of Accredited Postsecondary Institutions and Programs at < www.ope.ed.gov/accreditation > and the council for Higher Education Accreditation at < www.chea.org >.

4.1.3. Criminal History Record Check Requirements

4.1.3.1. The PROVIDER shall conduct all reasonable investigations to determine whether an employee, agent, volunteer, or prospective employee has been convicted of any criminal offense pursuant to any law enforcement or military authority which would make the employee, agent, volunteer or prospective employee unsuited for working in close proximity to children. Furthermore, the PROVIDER shall inform the HIDEO if any employee, agent, volunteer or prospective employee who is providing services under this Contract has been convicted of a criminal offense. The HIDEO reserves the right to refuse the services of any employee, agent, volunteer or prospective employee of the PROVIDER for any reason or for no reason.

4.1.3.2. The PROVIDER shall require, at a minimum, annual local criminal history checks on all employees and agents including but not limited to administrative and direct service staff members who work in close proximity to children. The required criminal history checks shall be completed before any employee or agent of the PROVIDER is assigned to any work site. The PROVIDER shall indemnify and defend the HIDEO

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 and agents in compliance with this Section.
- 4.1.3.4. Additionally, the PROVIDER shall at all times maintain a current list of all new employees and agents documenting the status and completion dates of the mandatory criminal history checks and other primary source verification.
- 4.1.3.5. The HIDEO 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 HIDEO 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 and agents shall be borne by the PROVIDER.

4.1.4. Notification Requirements

- 4.1.4.1. The PROVIDER shall notify the HIDEO, verbally within twenty-four (24) hours, upon learning of the occurrence of any of the events indicated below:
 - 4.1.4.1.1. Any employee, agent, subcontractor or volunteer's license to practice in the State of Hawaii is suspended, conditioned, revoked, expired, or terminated;
 - 4.1.4.1.2. Any employee, agent, subcontractor or volunteer becomes the subject of any disciplinary proceeding or action before any Federal or State agency or Board, such as the Board of Medical Examiners or the Board of Nursing;
 - 4.1.4.1.3. Any employee, agent, subcontractor or volunteer is convicted of a fraud or felony;
 - 4.1.4.1.4. Any malpractice claim, judgment or settlement in which the PROVIDER or any of its employees or agents is/are named as defendant(s).

4.1.5. TB Clearance

The PROVIDER shall require and maintain certification of TB examination for all employees and agents issued within the twelve (12) month period preceding the start of employment of service under this Contract. Certificate must state that the person is free of communicable tuberculosis.

4.1.6. Training Requirements

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

4.1.6.1. **PRIOR TO BEGINNING SERVICE DELIVERY**

The PROVIDER must ensure that its direct services staff (including sub-contracted personnel) completes at least twenty-four (24) hours of training, as approved by the HDOE, **before** beginning service delivery. The twenty-four (24) hours of training shall include:

- **A minimum of three (3) hours training in:**
 - IDEIA-2004 and HAR Chapter 60 and 61 (or subsequent revisions) requirements, including procedures and eligibility criteria;
 - HAR Chapter 19 procedures and requirements;
 - FERPA and HAR Chapter 34 (or subsequent revisions) requirements;
 - State of Hawaii laws regarding child abuse and neglect reporting, reporting of criminal behavior, suicide recognition as appropriate to level of service delivery;
 - CSSS principles, and
 - Team-based decision-making.
- **A minimum of two (2) hours training in:**
 - Data collection and purposes for collecting data.
- **A minimum of two (2) hours training in:**
 - An understanding of applicable contract requirements;
 - Professional behavior and professional boundary setting;
 - Communication styles and listening skills; and
 - Effective communication between STATE personnel and provider agency personnel.
- **A minimum of one (1) hour training in:**
 - Standards based curriculum and common core curriculum.
- **A minimum of fifteen (15) hours training in:**
 - Peer-reviewed educationally relevant interventions and recommendations related to the target population that includes communication, social, and behavioral issues related to the target population.
- **A minimum of one (1) hour of training of their role in:**
 - the development and implementation of the Teacher Consultation Plan (TCP) which includes, but not limited to designing, modeling, and implementation of strategies for specific student interventions for the target population, Paraprofessional supervision, and data collection and analysis. Such training shall be provided by the agency prior to the beginning of the service.

4.1.6.2. **ANNUAL PROFESSIONAL DEVELOPMENT/TRAINING**

The PROVIDER must ensure that its direct services staff

(including sub-contracted personnel) completes sixteen (16) hours of annual training, as approved by the HDOE, in no event less than annually. The sixteen (16) hours of professional development training shall directly relate to their work responsibilities and include:

- **A minimum of four (4) hours of training in:**
 - Nonviolent crisis intervention training as appropriate for the target population.
- **A minimum of eight (8) hours of training in:**
 - Peer-reviewed educationally relevant interventions and recommendations related to the target population that includes communication, social and behavioral issues related to the target population.
- **A minimum of four (4) hours in review of:**
 - IDEIA-2004 and HAR Chapter 60 and 61 (or subsequent revisions) requirements;
 - HAR Chapter 19 procedures and requirements;
 - FERPA and HAR Chapter 34 requirements;
 - State of Hawaii laws regarding child abuse and neglect reporting, reporting of criminal behavior, suicide recognition as appropriate to level of service delivery;
 - CSSS principles;
 - An understanding of applicable contract requirements;
 - Development and implementation of the TCP
 - Professional behavior and professional boundary setting;
 - Confidentiality;
 - Communication styles, listening skills, and effective communication between HDOE personnel and provider agency personnel;
 - Team-based decision-making; and
 - Data Collection

4.1.6.3. Web-based conferences/training and video conferencing sessions are acceptable. Independent reading of material shall not be counted as training. Time spent during a facilitated group discussion of professional literature related to the target population, as approved by the HDOE, is acceptable. All training must be face-to-face (unless web-based) and conducted or facilitated by a professional who meets at a minimum the qualifications as follows:

- A Bachelor's degree in special education, or speech and language pathology, or psychology, or social work and having five (5) years direct experience working with a variety of students who are exhibiting severe social, communication and behavioral deficits;

OR

- A Master's degree in special education, or speech and language pathology, or psychology, or social work and having three (3) years of direct experience working with a variety of students who are exhibiting severe social, communication and behavioral deficits;

OR

- A Doctorate in Education or Psychology (PhD or PsyD), or a Doctorate degree in special education, speech and language pathology, psychology, psychiatry, and/or social work and having two (2) years direct experience working with a variety of students who are exhibiting severe social, communication and behavioral deficits;

OR

- Be a Licensed Mental Health Counselor in the State of Hawaii, as of 2005, having at least three (3) years of direct experience working with a variety of students who are exhibiting severe social, communication and behavioral deficits;

OR

- Have a Bachelors, or Masters or Doctorate degree and be a Board Certified Behavioral Analyst, and having at least three (3) years of direct experience working with a variety of students who are exhibiting severe social, communication and behavioral deficits.

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

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

All training documentation shall include, at a minimum:

- The name of the training or professional development;
- A description of topics covered;
- The name and credentials of the individual providing the training;
- Date, place and length of time of session;
- Signature on an official registration sheet by each direct services staff member, including sub-contracted personnel;
- A record for each direct services staff member, including sub-contracted personnel, must be kept in his/her credentialing file; and

- The PROVIDER shall maintain a master record of all training and professional development activities.

4.2. **Administrative Requirements**

4.2.1. Medicaid Requirements

The HIDEOE may engage in activities to support the HIDEOE requests for Medicaid reimbursement of the provision of services identified in this Contract for eligible students. The HIDEOE 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 and agents 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. The HIDEOE 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 HIDEOE. Any documentation that a PROVIDER requires an employee or subcontractor to maintain shall be provided to the HIDEOE within two (2) working days of a request by the HIDEOE. This includes but is not limited to copies of any progress notes, files and/or group supervision notes.

4.2.2.3. Parental consent for assessment and release of information is covered by the IEP/MP 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 HIDEOE that address sentinel events and incident notification. These policies must address (1) how the PROVIDER shall notify the respective School Administrator and the appropriate DES within twenty-four (24) hours by phone and also in writing within seventy-two (72) hours of any event that

compromises the safety of a student; (2) how the PROVIDER tracks the occurrence of all sentinel events and incidents to identify trends and patterns in order to implement improvements; and (3) a complete analysis of the event as well as actions taken to address the event. Upon a sentinel event, the PROVIDER shall inform the HIDOE utilizing the prescribed HIDOE format.

All communication shall only take place between the PROVIDER and the appropriate HIDOE staff member.

4.2.4. Use of Restraints

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

4.2.5. Facilities

In most cases, the HIDOE 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. The PROVIDER, and not the HIDOE, 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 HIDOE 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 HIDOE.
- 4.3.3. The HIDOE reserves the right to evaluate the PROVIDER program/service delivery or financial records/billing information for program monitoring purposes through either, or both, an on-site evaluation or a documentation review at least once a year.
- 4.3.4. The PROVIDER shall comply with the applicable District(s)/Complex(es) General Supervision and Support (GSS). The PROVIDER shall implement an internal Quality Assurance Plan (QAP) that has been approved by the HIDOE, to assure the delivery of quality educational services and a plan for program assessment and continuous improvement.
- 4.3.5. The QAP shall include evidence supporting their plan and shall be available for HIDOE review.

4.4. Performance Requirements

- 4.4.1. At a minimum, performance requirements must include the following measures:
- 4.4.1.1. Performance/Outcome Measures
 - 4.4.1.1.1. Appropriateness of services delivered to each student that incorporates evidence-based practices.
 - 4.4.1.2. Output Measures
 - 4.4.1.2.1. Accuracy and completeness of student records and documentation.
 - 4.4.1.2.2. Submittal of all required data, reports, and improvement or corrective action plans and deliverables.
 - 4.4.1.2.3. Adequacy and timeliness of responses to any required information, program improvements, and corrective actions.
 - 4.4.1.2.4. Degree of adherence to credentialing process and accuracy and completeness of credentialing files.
 - 4.4.1.3. Quality of Care/Quality of Services
 - 4.4.1.3.1. Degree of adherence to program operations, policies and procedures, and standards as described in this Contract.
 - 4.4.1.3.2. Degree of treatment integrity and adequacy of treatment processes, use of evidence-based services, and monitoring of teacher and student progress and outcomes.
 - 4.4.1.3.3. Demonstrated ability to comply with training requirements and provide timely, complete and effective training modules annually.
 - 4.4.1.3.4. Demonstrated ability to provide supervision to designated personnel.
- 4.4.2. An annual report of performance requirements shall be provided to the HIDEOE within thirty (30) days of the end of the contract year. Reports must contain the following data:
- 4.4.2.1. The number of unique students serviced by month and annual total.
 - 4.4.2.2. The number of unique students exited from services as determined by the IEP team by month and annual total.
 - 4.4.2.3. The number of unique students transferred to services provided by the HIDEOE or other agency by month and annual totals.
 - 4.4.2.4. Narrative summary of how agency was able to provide substitutes to service students, including challenges to providing substitutes, and agency action plan to address provision of substitutes for the coming year.
 - 4.4.2.5. If applicable, a narrative summary on how the agency addressed any findings of non-compliance identified during the annual contract monitoring period. Describe how the agency will prevent

- the non-compliant behavior(s) from reoccurring.
- 4.4.2.6 Narrative summary on the use of the Teacher Consultation Plan, including information on the number of teachers serviced, the types of behavior addressed by the training conducted, the average length of service per teacher, number of teachers with incomplete plans at the end of the year.
- 4.4.2.7 Any additional information the Department requests at the end of each school year.

4.5. Reporting Requirements for Program and Fiscal Data

4.5.1. Program Requirements

- 4.5.1.1. The PROVIDER shall input information into the electronic Comprehensive Student Support System (eCSSS) modules such as: 1) IEP/MP; 2) Visit Record; 3) Progress Report; and 4) Other modules that the HIDEOE may require. Evaluation reports must be entered into eCSSS and hard copy shall be submitted to the HIDEOE. For any event in which work was done with the teacher, a visit record must be entered into eCSSS within forty-eight (48) hours of its occurrence. In the event eCSSS is amended or unavailable, the PROVIDER shall use the data system specified, or alternatively, the HIDEOE may authorize substitution of hard copy reporting utilizing a designated format. In the event a paper system is instituted, the same timelines for reports shall apply.
- 4.5.1.2. Data entry into eCSSS (along with applicable requirements within each service activity) must be completed before invoice submission and payment.
- 4.5.1.3. At a minimum, PROVIDER are required to have computer hardware/software that supports the operation and access to eCSSS including:
- 4.5.1.3.1. Desktop and Browser Settings
- 4.5.1.3.1.1 Recommended: Internet Explorer 9 for Windows. This is the selected platform supported by the HIDEOE.
- 4.5.1.3.1.2 Mozilla Firefox, Google Chrome and Safari may work with some glitches.
- 4.5.1.3.1.3 Do Not Use: Any other browser such as Opera, etc., or Internet Explorer 6, 7, or 8.
- 4.5.1.3.1.4 Caution: Internet Explorer 10.x browser is not yet a HIDEOE standard and eCSSS and other HIDEOE I.T. system applications may not run properly if you use it.
- 4.5.1.3.1.5 Caution: 64-bit browsers will not work with eCSSS.
- 4.5.1.3.1.6 Desktop resolution set to at least 1024 x 768.

- 4.5.1.3.2. Windows-based Personal Computer (laptop or desktop)
- 4.5.1.3.3. Allow pop-up windows in Internet Explorer while in eCSSS
- 4.5.1.3.4. Ability to temporarily hide search engine toolbars
- 4.5.1.3.5. Adobe Acrobat Reader 8 or higher
- 4.5.1.3.6. Internet connectivity, plus necessary equipment, training and technical support
- 4.5.1.3.7. Active and available email account

4.5.2. Fiscal Requirements

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

5. **Service Activities**

5.1. **General Requirements**

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

5.1.1.1. Provide time-limited services (between four and six months, time extensions may be allowed with HIDOE approval) based on an evidence-based educational model conducive to success in supporting teachers of the targeted population that will help these students reach their academic and/or behavioral goals and objectives in the IEP/MP, the Common Core and Hawaii Content and Performance Standards III (or other performance standards as specified by the HIDOE).

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

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

5.1.1.2.2. During the transfer period, the PROVIDER shall invoice the HIDOE for services rendered according to the Compensation and Rate Schedule for the district in

which the PROVIDER has a valid contract agreement.

- 5.1.1.3. Provide services according to time and frequency parameters specified by the IEP/MP/Teacher Consultation Plan (TCP) and authorized by the HIDOE. In no event shall the provision of services exceed the time or units authorized. In the event the IEP/MP/TCP is silent as to time and frequency of service, services shall be provided according to the parameter specified by the HIDOE. In addition, services must be provided in a timely manner, e.g., do not provide all authorized contract hours for the month in a few sessions at the end of the month, unless such an arrangement is specified within the IEP or MP.
- 5.1.1.4. Provide services at the teacher's/student's school, or at a site identified as best suited to address IEP/MP Goals and Objectives targets agreed upon in the TCP. The HIDOE has final determination of the location of the delivery of service.
- 5.1.1.5. Sign in at the school office when entering a school campus and sign out when leaving a school campus.
- 5.1.1.6. A Service Verification Form must be completed and submitted every two (2) weeks or as stipulated via an HIDOE timeline to the IEP/MP Care Coordinator or designated HIDOE personnel for all services delivered.
- 5.1.1.7. Wear appropriate identification when visiting a school campus.
- 5.1.1.8. Maintain appropriate levels of contact (as specified per service) with school staff and families, as directed by the school. No photography or video recording without teacher consent.
- 5.1.1.9. Make contact with the school staff and/or student/family (if providing Parent Training) within one (1) week of authorization of services and be able to initiate service within two (2) weeks of authorization of services.
- 5.1.1.10. Engage in the timely scheduling of appointments, processing of documents, and participation in conference meetings.
- 5.1.1.11. Any active use of electronic devices shall comply with HIDOE policies and procedures
- 5.1.1.12. The use of personal electronic devices is prohibited during service time.
- 5.1.1.13. Have competency, and provide proof of such if requested by the HIDOE, to provide the services, specifically related to the educational implications of severe social, communication, and behavioral deficits.
- 5.1.1.14. Participate in the General Supervision and Support process at the request of the HIDOE.
- 5.1.1.15. Participate in meetings when requested by the HIDOE
- 5.1.1.16. Provide information to the HIDOE on the PROVIDER services within two (2) working days of a request by the HIDOE
- 5.1.1.17. Adhere to all the HIDOE guidelines relating to specific programs and activities, such as water-related activities.

5.2. Behavioral Instructional Support Services (BISS)

5.2.1. Service Description

5.2.1.1. Behavioral instructional support services should be considered a consultation service that will ultimately benefit students with severe communication, social, and behavioral needs. It is expected that information on evidence-based behavioral/instructional strategies shall be shared to support teachers in increasing student growth toward meeting identified IEP/MP Goals and Objectives and the Common Core/Hawaii Content and Performance Standards III.

5.2.1.2. Behavioral instructional support services includes working collaboratively with the classroom teacher (which may involve a limited time with students) to: (1) increase his/her expertise/skills and knowledge in the development of programs for the target student population, (2) increase his/her knowledge in the collection and analysis of student data that will inform teaching practices; (3) lead and direct the activities of paraprofessionals under his/her direction; and (4) agree on a means to share data collected during monitoring of the activities of paraprofessionals when HIDOE personnel are unavailable.

5.2.2. Service Operations

5.2.2.1. Behavioral instructional support services involves working collaboratively with the HIDOE and, occasionally, all members of a student's educational team. It shall not include the provision of direct services to a student or parent communication, unless otherwise approved by the HIDOE.

5.2.2.2. Teaming and collaboration among instructional team members is critical in the development and implementation of appropriate educational services for students such as those exhibiting a combination of severe social, communication and behavioral deficits. The BISS professional shall work collaboratively with the classroom teacher and all other members of a student's educational team. It is expected that the BISS professional shall communicate directly with the HIDOE regarding any issues that may affect or impact the student's progress. It is the HIDOE's responsibility to communicate information regarding the student to the parent, including topics such as program modifications and student progress.

5.2.2.3. If the BISS professional has concerns over the directions given by the classroom teacher, the BISS professional shall inform his/her supervisor, The BISS supervisor shall contact the appropriate HIDOE DES who shall have the final decision

- making authority.
- 5.2.2.4. BISS services should be provided during the school day. However, some students require services beyond the school day (ESD) at various HIDOE approved locations- If HIDOE personnel is unavailable, service activities conducted by the BISS professional during these times shall focus on the observation and monitoring of the paraprofessional services to ensure consistency in the services. The BISS shall communicate the data/information gathered to the teacher in a manner determined in collaboration with the teacher.
- 5.2.2.5. Services that occur beyond the school day may occur in various environments, such as schools, private homes, community, homeless shelters and street locations or at a site identified by the HIDOE as best suited to address the student's IEP Goals and Objectives as described in the Teacher Consultation Plan.
- 5.2.2.6. The HIDOE has the final determination of the location of the delivery of service. For all service activities provided in a private home, a parent, guardian, or caregiver (who must be at least eighteen (18) years of age) must be present for the duration of the session. Any other contracted service professional or paraprofessional shall not be considered a parent, guardian or caregiver.
- 5.2.2.7. Any missed sessions by the BISS professional shall be reported verbally to the HIDOE before the session is missed or within twenty-four (24) hours of the missed session and shall complete a Sentinel Event/Incident Notification Form within as stated above and submit to the appropriate HIDOE DES.
- 5.2.2.8. BISS shall not include the transportation of the student. Transportation of the student to and from required service activities is the responsibility of the HIDOE. The HIDOE shall not pay nor reimburse for transportation costs or mileage.
- 5.2.2.9. BISS shall include all of the following activities:
- 5.2.2.10.1. Developing and assessing a quarterly TCP which
- will identify teacher-selected learning targets which can then be used to build the teacher's capacity in evidence-based instructional and behavioral intervention practices in order to develop programs for the targeted student population.
 - provide training and support to teachers of the targeted student population on the designing and implementation of strategies for specific students. The quarterly TCP must be given to the HIDOE each month, if requested.
 - will include an appropriate transition plan for any anticipated change in services or intensity.

The outcome of this consultation is the increase in teachers' skills and knowledge in the development and implementation of a plan/program for the targeted student that results in improved achievement of his/her IEP Goals and Objectives and the Standards.

5.2.2.10.2. The BISS professional may, at the invitation of the teacher, discuss the targets and progress identified on the TCP at a meeting with all members of the student's instructional team, who are delivering services on a quarterly basis at a mutually-agreed upon time and place.

5.2.2.10.3. The BISS professional shall determine the effectiveness of the TCP in consultation with the classroom teacher. This shall occur quarterly (or more frequently as requested by the HDOE) and documented in a report to the teacher.

5.2.2.10.4. Components of the Teacher Consultation Plan shall include:

- **Phase I: Information, explanation, and demonstration**

- Teacher-identified targets to increase his/her own knowledge and skills enabling the development of a plan for the targeted students
- Direct instruction and training provided to the teacher(s) which include information, explanations, and demonstrations relating to identified targets, which may include, but are not limited to (1) data collection and analysis, (2) direction of paraprofessionals, (3) designing and implementation of strategies for specific student interventions which may include but not limited to the following:
 - Applied Behavioral Analysis intervention;
 - Structured Teaching techniques;
 - Physical modifications/changes to the classroom set-up or organization; and
 - Visual schedules or other supports.
- Work with the teacher, step by step, providing guidance with the acquisition of required skills and knowledge to achieve the identified targeted skills
- Demonstrate/model, as necessary, the specific

selected skills

- Observe and give feedback as teacher practices
- **Phase II: Practice, Observation and Feedback**
 - Teacher continues to practice skill
 - BISS observes, provides feedback to the teacher on an on-going basis. The frequency is determined in collaboration with the teacher, but shall occur at least monthly
- **Phase III: Review progress/identify new/additional targets keeping in mind the overall purpose of the support**
 - Determine adequacy of progress toward achievement of targets
 - If necessary, identify what additional support is needed and provide
 - If appropriate, identify additional or modified targets to be addressed.
 - Determine when support is no longer needed
 - If it is determined that the BISS is no longer needed, a transition plan shall be developed in collaboration with the teacher/HIDOE.

5.2.3. Referral Criteria

The school administrator/DES has determined that the HIDOE does not have sufficient personnel capacity to increase teacher expertise/skills and knowledge in the development of programs for the targeted student population.

5.2.4. Authorization (Billable Hours)

- 5.2.4.1. Prior authorization of services by the HIDOE is required for this service
- 5.2.4.2. The procured unit rate reflects the time required which include but are not limited to the following activities:
 - 5.2.4.2.1. Developing and Evaluating an annual Teacher Consultation Plan (3 Phases)
 - 5.2.4.2.2. Providing guidance for teacher's specific skill building as identified in the TCP, such as exposure to specific evidence-based practices needed to support a student.
 - 5.2.4.2.3. Reviewing progress, setting new goals, developing a transition plan to HIDOE
- 5.2.4.3. The following activities are not considered a billable event:
 - 5.2.4.3.1. Unauthorized hours, hours outside of the IEP/MP designated hours or retroactive hours;

- 5.2.4.3.2. Any team/student meeting in which the HIDEOE is not present;
 - 5.2.4.3.3. Any team meeting that the HIDEOE does not request or does not require the attendance of the BISS professional;
 - 5.2.4.3.4. Any activity that is not educationally related and does not specifically address the TCP;
 - 5.2.4.3.5. Corrections of reports or documents that the HIDEOE has identified as inadequate;
 - 5.2.4.3.6. Documentation or any service activity that is already an included cost of the service; and
 - 5.2.4.3.7. Specific skill building for the contracted paraprofessional, such as exposure to specific methodology needed to support a student. This is a training responsibility that must be completed prior to the paraprofessional being assigned to work with a student.
- 5.2.4.4. Note: Telephone contacts, documentation or reporting requirements, and logistical planning/preparation shall be an included cost of the service. There is no payment for time spent on phone calls, travel time, wait time, no-shows, or cancellations.
- 5.2.4.5. Absence of any required documentation shall be constructive proof that the services did not occur and the amount billed shall be subject to refund.
- 5.2.4.6. Maximum Billable: As stated per the IEP/MP. (1 Unit = 15 Minutes; 4 Units = 1 Hour)

5.2.5. Continuing Service Criteria

Behavioral intervention support services must be of a time-limited basis and based on a teacher's capacity in developing plans/programs that include evidence-based instructional and behavioral interventions conducive to the student's success in meeting identified IEP/MP Goals and Objectives, Common Core and the Hawaii State Content and Performance Standards III.

5.2.6. Completion of Service

Behavioral intervention support services is complete when the HIDEOE determines the services of the PROVIDER are no longer necessary

5.2.7. Staffing Requirements

- 5.2.7.1. It is a requirement that BISS professionals understand how to support differentiated curricula adapted to the social, communicative and behavioral needs of students. At a minimum, a BISS professional should have knowledge of, and experience in using, evidence-based instructional interventions including but not limited to applied behavioral analysis

principles, discrete trial teaching, functional visual communication systems, structured teaching approaches and typical child development. Any additional training or consultative support needed by a BISS professional to support teachers who instruct students in the targeted populations shall be the responsibility of his/her agency's supervisory and training infrastructure and shall be provided by the agency as an included cost of the service and provided prior to the BISS professional beginning work activities.

5.2.7.2. At a minimum, a BISS professional must have:

5.2.7.2.1. A Bachelor's degree in special education, or speech and language pathology, or psychology, or social work, and having five (5) years direct experience working with a variety of students who are exhibiting severe social, communication and behavioral deficits;

OR

5.2.7.2.2. A Master's degree in special education, or speech and language pathology, or psychology, or social work, and having three (3) years of direct experience working with a variety of students who are exhibiting severe social, communication and behavioral deficits;

OR

5.2.7.2.3. A Doctorate in Education or Psychology (PhD or PsyD), or a Doctorate degree in special education, or speech and language pathology, or psychiatry, or social work, and having two (2) years direct experience working with a variety of students who are exhibiting severe social, communication and behavioral deficits;

OR

5.2.7.2.4. Be a Licensed Mental Health Counselor in the State of Hawaii, having at least three (3) years of direct experience working with a variety of students who are exhibiting severe social, communication and behavioral deficits;

OR

5.2.7.2.5. Have a Bachelor's, or Master's or Doctorate degree and be a Board Certified Behavioral Analyst having at least three (3) years of direct experience working with a variety of students who are exhibiting severe social, communication and behavioral deficits.

5.2.8. Documentation

- 5.2.8.1. **A written Teacher Consultation Plan (TCP)**
In collaboration with the classroom teacher, a written TCP shall be developed that details the skills identified by the teacher that will be provided, reinforced and generalized. See the description of the TCP in 5.22.10.4. The initial plan should be completed within two (2) weeks following authorization of the services in collaboration with the classroom teacher.
- 5.2.8.2. **Progress Notes**
Documentation shall occur for every billable event and be submitted to the agency within forty-eight (48) hours after the event and documented in eCSSS or as otherwise required by the HIDOE. Documentation of service shall address:
- 5.2.8.2.1 Description of Service: Activity that describes the service provided: e.g., assisted teacher in practicing how to analyze data, discussed strategies used, and had determined teacher's next steps.
- 5.2.8.2.2 Summary of any impact of targeted training on teacher practice: e.g. as a result of using the new strategy, data over the last month indicates progress.
- 5.2.8.2.3 In the event eCSSS is amended or unavailable, the PROVIDER shall use the data system specified, or alternatively, the HIDOE 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.
- 5.2.8.3 In addition, the PROVIDER shall submit copies of the progress notes to the HIDOE within forty-eight (48) hours of written notice of a request for the notes. Absence of the progress note in eCSSS or paper documentation shall be constructive proof that the event did not occur and the amount billed subject to refund.

5.3. **Parent Education/Parent Training**

5.3.1. **Service Description**

The purpose of Parent Education/Parent Training is a short term service to educate parents or legal guardians (with whom the student resides) in understanding the special needs of the student who is exhibiting a combination of severe social, communication, and behavioral deficits and help parents acquire and practice the skills that shall allow them to support their student's educational progress.

5.3.2. **Service Operations**

Parent Education/Parent Training shall include all of the following:

- 5.3.2.1. The Parent Educator/Trainer shall develop a Parent Education Service Plan and/or Parent Training Service Plan that includes topics of instruction that shall address the education and/or training

needs of the parent as identified by the IEP/MP team. The education and/or training service plan shall be completed and submitted to the classroom teacher.

- 5.3.2.2. The Parent Educator/Trainer shall contact the parent to initiate services on the topics and/or areas to be covered within one (1) week following the Parent Education Service Plan and/or Parent Training Service Plan approval by the DES. Parent education and training may be delayed as an accommodation to the parent's schedule. It may be made available to parents within the typical work day as well as in the evenings or on the weekends. However, the Parent Educator/Trainer shall provide the service in accordance with the time and frequency as identified in the IEP. Services may be delivered at the student's school, private home or community location.
- 5.3.2.3. The Parent Educator/Trainer shall also be required to monitor the effectiveness of the training or education plan. This monitoring shall include but is not limited to consultation with the classroom teacher, meeting with parent(s) or legal guardian(s) to discuss specific issues/interventions related to their progress or to make recommendations for adjustments to the training or education plan. The Parents/Legal Guardians inability to acquire the skills/knowledge or lack of participation shall also be required to be documented. A Parent Education or Parent Training report shall be completed and submitted every month to the IEP Care Coordinator. Failure to submit the monthly report and measurable outcome data shall be constructive proof that the event did not occur and any payments made shall be subject to refund.
- 5.3.2.4. The Parent Educator/Trainer shall not specify a particular service, program, provider, or eligibility status. All recommendations shall be supported by evidence-based research. Failure to adhere to this requirement shall result in the immediate removal of the Parent Educator/Trainer by the HIDEOE.

5.3.3. Referral Criteria

The school administrator/DES has determined that the HIDEOE does not have the personnel capacity to provide Parent Education/Parent Training.

5.3.4. Authorization (Billable Hours)

- 5.3.4.1. A billable event consists of face-to-face contact with Parents/Legal Guardians who are the recipients of the training.
- 5.3.4.2. Note: Telephone contacts, documentation or reporting requirements, and logistical planning/preparation shall be an included cost of the service. There is no payment for time spent on phone calls, travel time, wait time, no-shows, or cancellations.
- 5.3.4.3. Absence of any required documentation shall be constructive

proof that the services did not occur and the amount billed shall be subject to refund.

- 5.3.4.4. Maximum Billable: As stated per the IEP/MP. (1 Unit = 15 Minutes; 4 Units = 1 Hour)

5.3.5. Continuing Service Criteria

Parent Education/Parent Training services must be of a time-limited basis and based on evidence-based instructional interventions. In addition, this service shall adhere to the parent training plan and result in progress as evidenced by collected data.

5.3.6. Completion of Service

Parent Education/Parent Training is complete when the following are complete:

- 5.3.6.1. Parent Education and/or Parent Training service plans have been implemented and completed; or
- 5.3.6.2. The HDOE determines the services of the PROVIDER are no longer necessary.

5.3.7. Staffing Requirements

- 5.3.7.1. At a minimum, a Parent Educator/Trainer must have:

5.3.7.1.1. A Bachelor's degree in special education, or speech and language pathology, or psychology, or social work, and having five (5) years direct experience working with a variety of students who are exhibiting severe social, communication and behavioral deficits;
OR

5.3.7.1.2. A Master's degree in special education, or speech and language pathology, or psychology, or social work, and having three (3) years of direct experience working with a variety of students who are exhibiting severe social, communication and behavioral deficits;
OR

5.3.7.1.3. A Doctorate in Education or Psychology (PhD or PsyD), or a Doctorate degree in special education, or speech and language pathology, or psychiatry, or social work, and having two (2) years direct experience working with a variety of students who are exhibiting severe social, communication and behavioral deficits;
OR

5.3.7.1.4. Be a Licensed Mental Health Counselor in the State of Hawaii, having at least three (3) years of direct experience working with a variety of students who are exhibiting severe social, communication and behavioral deficits;
OR

5.3.7.1.5. Have a Bachelor's, or Master's or Doctorate degree

and be a Board Certified Behavioral Analyst having at least three (3) years of direct experience working with a variety of students who are exhibiting severe social, communication and behavioral deficits.

5.3.8. Documentation

- 5.3.8.1. Prior to initial service contact, the Parent Educator/Trainer should have written information provided by HIDOE personnel in regards to which specific concept/skills a Parent/Legal Guardian is to receive training on.
- 5.3.8.2. Parent Education Service Plan and/or Parent Training Service Plan must include specific concepts/skills in which training is being provided and data shall be kept on the Parents/Legal Guardians' progress or lack of progress in acquiring the specific concepts/skills identified.
- 5.3.8.3. A Parent Education Monthly Report and/or Parent Training Monthly Report, including supporting data, shall be provided to the IEP/MP Care Coordinator and the DES on a monthly basis. The Parent Educator/Trainer shall be responsible for providing measurable outcome data to assess the effectiveness of this service. Absence of the training report and data shall be constructive proof that the event did not occur and the amount billed subject to refund.
- 5.3.8.4. Documentation of services in eCSSS. Documentation of service shall address:
 - 5.3.8.4.1. Description of Service: Activity that describes the service provided: e.g., worked with parent(s) on service plan.
 - 5.3.8.4.2. Summary of the session and data that shows progress being made/not made: e.g., worked with parent(s) on toilet training program as outlined in service plan, parent(s) responding to training and making progress on learning the toilet training program.

5.4. **Educational Team Planning and Participation**

5.4.1. Service Description

- 5.4.1.1. Educational Team Planning and Participation provides time for the provider to meet with the student's educational team members to develop, revise, and/or review an IEP/MP, or a Functional Behavioral Assessment (FBA) or Behavioral Support Plan (BSP), at the request of the HIDOE. The provider shall not bring data and/or proposed IEP Goals/Objectives for a student to an IEP without first discussing/sharing it with the student's teacher and/or care coordinator.
- 5.4.1.2. Educational Team Planning and Participation shall include all of the following:

- 5.4.1.2.1. Attendance at an IEP/MP or FBA/BSP meeting;
- 5.4.1.2.2. Completion of an IEP/MP, or FBA/BSP, as needed, identifying goals, measurable objectives and interventions based on student evaluation data;
- 5.4.1.2.3. Documented verification of attendance such as the Service Verification Form; and
- 5.4.1.2.4. Documentation shall occur for each meeting in the student's progress notes and documentation of services in eCSSS, if applicable. The narrative should include the topic discussed and the outcome of the provider's participation.

5.4.2. Service Operations

- 5.4.2.1. The PROVIDER shall ensure that adequate representation is available at the IEP/MP or FBA/BSP meeting at the request of the HIDOE.
- 5.4.2.2. Participation in education planning is documented in the student's IEP/MP.
- 5.4.2.3. Copy of the IEP/MP and FBA/BSP are included in the student's record.

5.4.3. Referral Criteria

- 5.4.3.1. The student has an IEP/MP; and
- 5.4.3.2. The HIDOE identifies that participation of the PROVIDER in the IEP/MP or FBA/BSP meeting would be educationally beneficial.

5.4.4. Authorization (Billable Hours)

- 5.4.4.1. Prior authorization of services by the HIDOE is required for each education planning meeting. The HIDOE identifies that participation of the provider in the education planning meeting would be educationally beneficial.
- 5.4.4.2. Educational Team Planning and Participation is billable only upon prior authorization from a school administrator affiliated with the IEP/MP team.
- 5.4.4.3. Education planning meetings are limited to the actual time spent at the meeting. There is no reimbursement for travel time, wait time, or cancellations.
- 5.4.4.4. Maximum Billable: Limited to actual time spent at the meeting. (1 unit = 15 minutes, 4 units = 1 hour)

5.4.5. Completion of Service

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

- 5.4.5.1. Participation at the education planning meeting is completed; and
- 5.4.5.2. Documented verification of attendance, such as the Service Verification Form, and any required documentation in eCSSS is completed.

5.4.6. Staffing Requirements

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

5.4.7. Documentation

Provider shall complete in eCSSS, documentation of services within forty-eight (48) hours of the date of service. PROVIDERS shall be required to input information into the eCSSS modules, if appropriate. In the event eCSSS is amended or unavailable, the provider shall use the data system specified, or alternatively, the HIDOE 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.

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

5.5.1. Service Description

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

- 5.5.2. Service Operations
 - 5.5.2.1. Attendance at witness preparation sessions.
 - 5.5.2.2. Present testimony at the court hearing or due process hearing, as requested by the HIDOE.
- 5.5.3. Referral Criteria
 - 5.5.3.1. Student has an IEP/MP;
 - 5.5.3.2. Student has a scheduled court hearing or due process hearing; and
 - 5.5.3.3. The HIDOE identifies that participation by the provider would be helpful to the court or hearings officer in understanding the student's case.
- 5.5.4. Authorization (Billable Hours)
 - 5.5.4.1. Prior authorization of services by the HIDOE is required for each court hearing or due process hearing session or event.
- 5.5.5. Completion of Service

Court/Due Process Hearing Testimony ends with the completion of the court hearing or due process hearing, or the acceptance of the requested documentation by the State representative, or any other process as determined by the HIDOE has been completed.
- 5.5.6. Staffing Requirements

Participants shall meet the qualifications required for the particular level of care represented.
- 5.5.7. Documentation
 - 5.5.7.1. Report as specified under Service Description, if necessary.
 - 5.5.7.2. Documented verification of attendance, such as the Service Verification Form, and any required documentation in eCSSS is completed.

Attachment G
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:	Debra Farmer, Administrator for Special Education
Telephone Number:	(808) 305-9806
e-mail Address:	debra_farmer@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 and Contracts Branch (PCB) 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:	Maxine Nagamine, Educational Specialist
Telephone Number:	(808) 305-9806
e-mail Address:	maxine_nagamine@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. VERIFICATION OF EMPLOYEES

In accordance with State rules and regulations, PROVIDER shall conduct mandatory annual criminal background checks at no cost to the STATE, on any employee, agent, volunteer or prospective employee working directly with students.

The PROVIDER shall maintain the background check records, and shall make the records available for review upon request. Upon review of these records, the STATE reserves the right to request additional background information.

6. 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 CA 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 CA, in writing within ten (10) working days of receipt of the notice. Removal of the employee, agent, subcontractor 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.

7. 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.

8. 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 recorded in fifteen (15) minute increments (e.g., 15 minutes = 1 unit; 30 minutes = 2 units; 45 minutes = 3 units; and 1 hour = 4 units) rather than hourly.

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

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

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

9. INVOICING AND PAYMENT SCHEDULE

9.1. Monthly Claim Submissions

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

If SVM is unavailable, then the PROVIDER shall submit one (1) original and two (2) invoice copies utilizing the STATE-prescribed invoice form for monthly claim submission. In addition, PROVIDER shall submit a data storage device (e.g. jump drive, etc.) of contracted services or HIPAA/FERPA compliant transmission of digital data provided during the month within fourteen (14) calendar days after the last day of each calendar month, using the STATE-prescribed claim format. Invoices, 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.

9.2. 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.

- 9.3. **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.
- 9.4. **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.

10. FINAL PAYMENT

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

- 10.1. An original tax clearance certificate, not over two (2) 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/>.
- 10.2. "Certification of Compliance for Final Payment" (DOE Form-22) with an original signature shall be required for final payment.

11. 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.

12. TIME OF PERFORMANCE

12.1. CONTRACT TERM

Contract shall commence on July 1, 2016 and shall end on June 30, 2017.

12.2. CONTRACT RENEWAL

This Contract may be extended for not more than four (4) additional twelve-month periods, i) upon mutual written agreement of the parties, ii) prior to expiration and iii) under the same terms and conditions of the original Contract or as negotiated between the STATE and the PROVIDER. Contract extension(s) shall be contingent upon i) the need for continued services and ii) funding availability beyond the current fiscal year. As each option(s) to extend is mutually agreed upon, the PROVIDER shall be required to execute a supplement to the Contract for each additional period.

12.3. PERFORMANCE PERIOD

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

13. 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.

14. 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"); Permission will be granted through a formal written agreement concerning the disclosure of personally identifiable information (PII) from student education records, signed by HIDOE and the PROVIDER, and must be provided as an attachment to this contract; (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.

- 14.1. 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.
- 14.2. 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.

15. 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:

- 15.1 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;
- 15.2 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
- 15.3 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.
- 15.4 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.

16. LIABILITY INSURANCE

General Conditions, section 1.4, entitled “Insurance Requirements”, is deleted entirely and replaced with the following:

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.

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

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

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

<u>Coverage</u>	<u>Limits</u>
Automobile Liability, Combined Single Limit:	<i>\$1,000,000 per accident</i>

- Professional Liability: \$1,000,000 per claim and \$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.

17. FEDERAL FUNDS

- 17.1. Availability of Funds and Use of Funds – This contract may involve the use of federal funds.

The STATE and PROVIDER shall be guided by and subject to the provisions of all Federal and State regulations, directives, guidance and circulars issued for the purposes of implementing the federal program standards.

STATE shall provide the PROVIDER with specific Federal and/or State requirements including but not limited to reporting requirements, funding allocations, and timeframes, as they are issued or are otherwise made available to the STATE by the Federal and State government, which

requirements shall be binding on the PROVIDER as a condition of the PROVIDER's performance and as a condition of receipt of funds under this agreement.

It is expressly understood and agreed that the obligation of the STATE to proceed under this contract is conditioned upon the appropriation of funds by the federal government and/or the appropriation of funds by the Hawaii State Legislature and the receipt of federal and/or state funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the Federal government to provide funds of the State of Hawaii to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the STATE, the STATE shall have the right to terminate this agreement without damage, penalty, cost or expenses to the State of any kind whatsoever. The STATE shall notify the PROVIDER of its right to terminate this agreement in writing. The effective date of termination shall be as specified in the notice of termination.

- 17.2. Suspension and/or Debarment – PROVIDER certifies that neither it nor its principals: (a) are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any federal department or agency; (b) have, within a three (3) year period preceding this Contract 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 anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) are presently indicted or otherwise criminally or civilly charged by a governmental entity with the 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 anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements of receiving stolen property, and (d) have, within a three (3) year period preceding this Contract, had one or more public transactions (federal, state or local) terminated because of default. See Excluded Parties List System at www.epls.gov.

18. SPECIAL CONDITIONS ARE SUPPLEMENTAL

These Special Conditions shall serve to supplement and not replace the General Conditions; both documents remain part of this Contract with full force and effect. In the case of a conflict between the General Conditions and the Special

Conditions, the Special Conditions shall control to the extent necessary to resolve the conflict.

19. APPROVALS

This Contract is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

APPLICANT:

GEOGRAPHIC AREA:

Rate and Cost Summary Worksheet for RFP No. F15-114 (Behavioral Instructional Support Services)

Type of Service (Unit Measure)	Unit Measure	Proposed Unit Rate	Column A Units of Service	Column B Unit Cost	Column C Total Annual Cost (A x B)
Behavioral Instructional Support Services (BISS)					
All Credential Levels	Fifteen Minutes	\$20.01		\$20.01	
Rural (Hana, Lanai, Molokai, Kau, Kohala)	Fifteen Minutes	\$21.81		\$21.81	
Group Behavioral Instructional Support Services (BISS)					
All Credential Levels	Fifteen Minutes	\$7.20		\$7.20	
Rural (Hana, Lanai, Molokai, Kau, Kohala)	Fifteen Minutes	\$7.86		\$7.86	
Parent Education/ Parent Training					
All Credential Levels	Fifteen Minutes	\$10.41		\$10.41	
Rural (Hana, Lanai, Molokai, Kau, Kohala)	Fifteen Minutes	\$11.34		\$11.34	
Educational Team Planning and Participation					
Providing BISS	Fifteen Minutes	\$20.01		\$20.01	
Providing BISS (Rural)	Fifteen Minutes	\$21.81		\$21.81	
Providing Parent Education/Parent Training	Fifteen Minutes	\$10.41		\$10.41	
Providing Parent Education/Parent Training (Rural)	Fifteen Minutes	\$11.34		\$11.34	
Court / Due Process Hearing Testimony					
Providing BISS	Fifteen Minutes	\$20.01		\$20.01	
Providing BISS (Rural)	Fifteen Minutes	\$21.81		\$21.81	
Providing Parent Education/Parent Training	Fifteen Minutes	\$10.41		\$10.41	
Providing Parent Education/Parent Training (Rural)	Fifteen Minutes	\$11.34		\$11.34	
GRAND TOTAL					