



STATE OF HAWAII

Department of Human Services

REQUEST FOR PROPOSALS (RFP)

**Kokua Services
for the Med-QUEST Program**

RFP-MQD-2017-002



**Med-QUEST Division
Health Care Outreach Branch**

Request for Proposals

RFP-MQD-2017-002 Kokua Services for the Med- QUEST Program

July 22, 2016

Note: It is the Offeror's responsibility to check the public procurement notice website, the request for proposal website, or to contact the RFP point-of contact identified in the RFP for any addenda issued to this RFP. If this RFP was downloaded from the public website, each Offeror must provide contact information to the RFP contact person for this RFP. For your convenience, you may download the RFP Interest Form found in Appendix B, complete and e-mail or mail to the RFP contact person. The State shall not be responsible for any incomplete proposal submitted as a result of missing addenda, attachments or other information regarding the RFP.

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SECTION 10 ADMINISTRATIVE OVERVIEW

10.100 Purpose of the Request for Proposals

This Request for Proposals (RFP) solicits a contractor to provide Kokua Services that includes performing outreach and application assistance for uninsured or underinsured Hawaii residents who may be eligible for health insurance coverage options available through the Medicaid program or the federal health insurance marketplace.

The successful Contractor must provide all staffing, systems, and procedures required to perform the services described herein. The Contractor shall be responsible for all costs of providing the required services as described in this RFP.

Offerors are advised that the entire RFP, any addenda, and the corresponding proposal shall be a part of the contract with the successful Offeror.

The Department of Human Services (DHS), Med-QUEST Division (MQD) reserves the right to modify, amend, change, add or delete any requirements in this RFP to serve the best interest of the State to include but not limited to adding new eligible groups and benefits. Kokua services shall commence on the date identified in Section 20.100.

10.200 Authority for Issuance of RFP

This RFP is issued under the authority of Title XIX of the Social Security Act, 42 USC Section 1396, et. seq. as amended, the implementing regulations issued under the authority thereof, Section 346-14 of the Hawaii Revised Statutes (HRS), and the provisions of the Chapter 103F, HRS. All Offerors are charged with presumptive knowledge of all requirements cited by these authorities, and submission of a valid executed proposal by any Offeror shall constitute admission of such knowledge on the part of such Offeror. Failure to comply with any requirement may result in the rejection of the proposal. DHS reserves the right to reject any or all proposals received or to cancel this RFP, according to the best interest of the State.

10.300 Issuing Officer

This RFP is issued by the State of Hawaii, Department of Human Services. The Issuing Officer within DHS is the sole point of contact from the date of release of this RFP until the selection of a successful Offeror. The Issuing Officer is:

Ms. Leslie K. Tawata,
Department of Human Services
Med-QUEST Division
1001 Kamokila Boulevard, Suite 317
Kapolei, HI 96707-2005
Telephone: (808) 692-8052
Fax: (808) 692-8087

10.400 Use of Subcontractors

In the event of a proposal submitted jointly by more than one organization, the organization that has the responsibility of invoice submission and the financials will be the prime Offeror. The project leader shall be an employee of the prime Offeror and meet all the relevant experiences. All other participants shall be designated as subcontractors. Major subcontractors shall be identified by name and by a description of the services/functions they will be performing. The prime Offeror shall be wholly responsible for the entire performance whether or not subcontractors are used. The prime Offeror shall sign the contract with DHS.

10.500 Campaign Contributions by State and County Contractors

Pursuant to section 11-355, HRS, campaign contributions are prohibited 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. For more information, refer to the Campaign Spending Commission webpage (www.hawaii.gov/campaign).

10.600 Organization of the RFP

This RFP is composed of eight sections plus appendices:

- Section 10 – Administrative Overview – Provides general information on the purpose of the RFP, the authorities relating

to the issuance of the RFP, the use of subcontractors and the Campaign contributions by State and County contractors.

- Section 20 - RFP Schedule and Requirements – Provides information on the rules and schedules for procurement of this RFP.
- Section 30 – Background and Department of Human Services Responsibilities – Describes the current medical assistance program and Department of Human Services responsibilities.
- Section 40 – Provision of Services – Provides information on the services to be provided under the contract.
- Section 50 – Terms and Conditions – Describes the terms and conditions under which the work will be performed.
- Section 60 – Technical Proposal – Defines the required format of the technical proposal and the minimum information to be provided in the proposal.
- Section 70 – Business Proposal – Defines the required format of the business proposal and the minimum information to be provided in the proposal.
- Section 80 – Proposal Evaluation and Selection – Defines the evaluation criteria and explains the evaluation process.

Various appendices are included to support the information presented in Sections 10 through 80.

Section 20 RFP Schedule and Requirements

20.100 RFP Timeline

The delivery schedule set forth below represents the DHS's best estimate of the schedule that will be followed. If a component of this schedule, such as Receipt of Proposals, is delayed, the rest of the schedule will likely be shifted by the same number of days. The proposed schedule is as follows:

Action	Date
Issue RFP	July 22, 2016
Orientation	August 2, 2016
Submission of Written Technical Proposal Questions	August 3, 2016
Written Response to Technical Proposal Question	August 8, 2016
Notice of Intent to Propose	August 9, 2016
Proposal Due Date	August 22, 2016
Contract Award	August 29, 2016
Contract Effective Date	September 15, 2016

20.200 Orientation Conference

An orientation for Offerors in the reference to this RFP will be held on the date identified in Section 20.100 from 1:00 to 2:00 pm (HST) at the Med-QUEST Office, Kakuhiewa Building at 601 Kamokila Boulevard, #577A, Kapolei, Hawaii. In addition, Offerors may attend the orientation via teleconference at:

Call-In Number: 1-646-749-3122
Access Code - 645872341

Impromptu questions will be permitted at the orientation and spontaneous responses provided at the discretion of the state purchasing agency. However, responses provided at the orientation conference are intended only as general direction and may not represent the official position of the state purchasing agency. Formal 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 conference, but no later than the submittal deadline for written questions indicated in Section 20.100, Written Questions.

20.300 Written Questions

Offerors shall submit questions by email and/or on CD in Word 2013 format, or lower to the following address:

Ms. Leslie K. Tawata
c/o Dona Jean Watanabe
Med-QUEST Division-Finance Office
1001 Kamokila Boulevard, Room 317
Kapolei, Hawaii 96707-2005
E-mail address: dwatanabe@dhs.hawaii.gov

The written questions shall reference the RFP section, page and paragraph number and bullet number, if appropriate, in the format provided in Appendix A. Offerors must submit written questions by 2:00 p.m. (H.S.T.) on the date identified in Section 20.100. DHS shall respond to the written questions no later than the date identified in Section 20.100. No verbal responses shall be considered as official.

20.400 Notice of Intent to Propose

Potential Offerors shall submit a Notice of Intent to Propose to the Issuing Officer no later than the date identified in Section 20.100 at 2:00 p.m. (H.S.T.). Submission of a Notice of Intent to Propose is not a prerequisite for the submission of a proposal, but it is necessary that the Issuing Officer receive the letter by this deadline to assure proper distribution of amendments, questions and answers, and other communication regarding this RFP.

The Notice of Intent can be mailed, emailed or faxed to:

Leslie K. Tawata
c/o Dona Jean Watanabe
Med-QUEST Division-Finance Office
1001 Kamokila Boulevard, Room 317
Kapolei, Hawaii 96707-2005
Email: dwatanabe@dhs.hawaii.gov
Fax Number: (808) 692-7989

20.500 Documentation

Offerors may review information describing Hawaii's Medicaid program, QUEST Integration by visiting the DHS MQD website: <http://www.med-QUEST.us>. The documentation library contains materials designed to provide additional program and supplemental information and shall have no effect on the requirements stated in this RFP.

All possible efforts shall be made to ensure that the information contained in the website is complete and current. However, DHS does not warrant that the information in the website is indeed complete or correct and reserves the right to amend, delete and modify the information at any time without notice to the Offerors.

20.600 Requirements to Conduct Business in the State of Hawaii

Offerors are advised that if awarded a contract under this RFP, each Offeror shall, upon award of the contract, furnish proof of compliance with the following requirements of HRS, required to conduct business in the State:

1. HRS Chapter 237, tax clearance
2. HRS Chapter 383, unemployment insurance
3. HRS Chapter 386, workers' compensation
4. HRS Chapter 392, temporary disability insurance
5. HRS Chapter 393, prepaid health care

One of the following:

- Be registered and incorporated or organized under the laws of the State (hereinafter referred to as a "Hawaii business");
or
- Be registered to do business in the State (hereinafter referred to as a "compliant non-Hawaii business").

Offerors are advised that there are costs associated with compliance under this section. Any costs are the responsibility of the Offeror. Proof of compliance is shown by providing the

Certificate of Vendor Compliance issued by Hawaii Compliance Express (HCE).

20.700 Hawaii Compliance Express (HCE)

The DHS utilizes the HCE to verify compliance with the requirements to conduct business in the State, upon award of the contract. The HCE is an electronic system that allows vendors/contractors/service providers doing business with the State to quickly and easily demonstrate compliance with applicable laws. It is an online system that replaces the necessity of obtaining paper compliance certificates for Department of Taxation and Internal Revenue Service tax clearances, Department of Labor and Industrial Relations (DLIR) labor law compliance, and Department of Commerce and Consumer Affairs (DCCA) good standing compliance. There is a nominal annual fee for the service. The "Certificate of Vendor Compliance" issued online through HCE provides the registered Offeror's current compliance status as of the issuance date, and is accepted for both contracting and final payment purposes. See website:

<https://vendors.ehawaii.gov/hce/splash/welcome.html>

20.710 Suspension and Debarment

Pursuant to Office of Management and Budget (OMB) 2 CFR Section 180, no award of the contract under this RFP shall be made if the Offeror, its subcontractors, and its principals have been suspended or debarred, disqualified or otherwise excluded from participating in this procurement.

20.800 Rules of Procurement

To facilitate the procurement process, various rules have been established as described in the following subsections.

20.810 No Contingent Fees

No Offeror shall employ any company or person, other than a bona fide employee working solely for the Offeror or company regularly employed as its marketing agent, to solicit or secure this contract, nor shall it pay or agree to pay any company or person, other than a bona fide employee working solely for the

Offeror or a company regularly employed by the Offeror as its marketing agent, any fee commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award of a contract to perform the specifications of this RFP.

20.820 Restriction on Communication with State Staff

Communication with State staff shall be consistent with requirements identified in Subchapter 4 Allowable Communication Section 3-143, Hawaii Administrative Rules (HAR).

- Prior To Submittal Deadline:
Discussions may be conducted with Offerors to promote understanding of the purchasing agency's requirements.
- After Proposal Submittal Deadline:
Discussions may be conducted with Offerors whose proposals are determined to be reasonably susceptible of being selected for award, but proposals may be accepted without discussions, in accordance with Section 3-143-403, Hawaii Administrative Rules (HAR).

20.830 RFP Amendments

DHS reserves the right to amend the RFP any time prior to the closing date for the submission of the proposal. In addition, addenda may also be made after proposal submission consistent with Section 3-143-301(e), HAR.

20.840 Costs of Preparing Proposal

Any costs incurred by the Offerors for the development and submittal of a proposal in response to this RFP are solely the responsibility of the Offeror, whether or not any award results from this solicitation. The State of Hawaii shall provide no reimbursement for such costs.

20.850 Provider Participation in Planning

Provider participation in a State purchasing agency's efforts to plan for or to purchase health and human services prior to the State purchasing agency's 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 Sections 3-142-202 and 3-142-203, HAR, pursuant to Chapter 103F, HRS.

20.860 Disposition of Proposals

All proposals become the property of the State of Hawaii. The successful proposal shall be incorporated into the resulting contract and shall be public record. A copy of successful and unsuccessful proposal(s) shall be public record as part of the procurement file as described in Section 3-143-616, HAR, pursuant to Chapter 103F, HRS. The State of Hawaii shall have the right to use all ideas, or adaptations to those ideas, contained in any proposal received in response to this RFP. Selection or rejection of the proposal shall not affect this right.

According to Section 3-143-612, HAR, Offerors who submit technical proposals that fail to meet mandatory requirements or fail to meet all threshold requirements during the technical evaluation phase may retrieve their technical proposal within thirty (30) days after its rejection from the purchasing agency. After thirty (30) days, the purchasing agency may discard the rejected technical proposal.

20.870 Rules for Withdrawal or Revision of Proposals

A proposal may be withdrawn or revised at any time prior to, but not after, the Proposal Due Date specified in Section 20.100, provided that a request in writing executed by an Offeror or its duly authorized representative for the withdrawal or revision of such proposal is filed with DHS before the Proposal Due Date specified in Section 20.100. The withdrawal of a proposal shall not prejudice the right of an Offeror to submit a new proposal prior to Proposal Due Date specified in Section 20.100.

After the Proposal Due Date as defined in Section 20.100, all proposals timely received shall be deemed firm offers that are binding on the Offerors for ninety (90) days. During this period, an Offeror may neither modify nor withdraw its proposals without written authorization or invitation from the DHS. Offerors may withdraw their bid without incurring penalties as described in Section 80.600.

Notwithstanding the general rules for withdraw or revision of proposals, the State purchasing agency may request that Offerors submit a final revised proposal in accordance with Section 3-143-607, HAR.

20.880 Independent Price Determination

State law requires that a bid shall not be considered for award if the price in the bid was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Offeror or with any competitor.

An Offeror shall include a certified statement in the proposal certifying that the bid was arrived at without any conflict of interest, as described above. Should a conflict of interest be detected at any time during the contract, the contract shall be null and void and the Offeror shall assume all costs of this project until such time that a new Offeror is selected.

20.900 Confidentiality of Information

The DHS shall maintain the confidentiality of proposals only to the extent allowed or required by law, including but not limited to Section 92F-13, HRS, and Sections 3-143-604 and 3-143-616, HAR. If the Offeror seeks to maintain the confidentiality of sections of the proposal, each page of the section(s) shall be marked as "Proprietary" or "Confidential." An explanation to the DHS of how substantial competitive harm would occur if the information were released is required. If the explanation is sufficient, then to the extent permitted by the exemptions in Section 92F-13, HRS, the affected section may be deemed confidential. Such information 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. The DHS shall maintain the confidentiality of the information to the extent allowed by law. Blanket labeling of the entire document as "proprietary," however, shall result in none of the document being considered proprietary.

21.100 Acceptance of Proposals

DHS reserves the right to reject any or all proposals received or to cancel this RFP according to the best interest of the State.

DHS also reserves the right to waive minor irregularities in proposals providing such action is in the best interest of the State.

Where DHS may waive minor irregularities, such waiver shall in no way modify the RFP requirements or excuse an Offeror from full compliance with the RFP specifications and other contract requirements if the Offeror is awarded the contract.

DHS also reserves the right to consider as acceptable only those proposals submitted in accordance with all technical requirements set forth in this RFP and which demonstrate an understanding of the requirements. Any proposal offering any other set of terms and conditions contradictory to those included in this RFP may be disqualified without further notice.

21.200 Submission of Proposals

Each qualified Offeror may submit only one (1) proposal. More than one proposal shall not be accepted from any Offeror. The Proposal Application Identification (form SPO-H-200) shall be completed and submitted with the proposal (Appendix C).

Proposals shall be submitted using Offeror's exact legal name as registered with the DCCA. Failure to do so may delay proper execution of the contract. The authorized signature on the Offer form shall be an original signature in ink. If unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material containing an original signature, indicating the Offeror's intent to be bound.

Proposals shall be submitted in two parts: technical and business proposals. The format and content of each are specified in Sections 60 and 70 respectively.

The technical proposal shall be submitted in a separate envelope or box from the business proposal. The Offeror shall submit three (3) bound copies, one of which is the original, of the technical proposal, and a complete electronic version (in MS Word 2013 or lower or in PDF) of the technical proposal on a CD. The Issuing Officer shall receive the technical proposals no later than 2:00 p.m. (H.S.T.) on the Proposal Due date specified in Section 20.100 or postmarked by the USPS no later than the date specified in Section 20.100 and received by the Department within ten (10) days of the Proposal Due date. All mail-ins postmarked by USPS after the date specified in Section 20.100, shall be rejected. Hand deliveries shall not be accepted after 2:00 p.m., H.S.T., the date specified in Section 20.100. Deliveries by private mail services such as FEDEX shall be considered hand deliveries and shall not be accepted if received after 2:00 p.m., H.S.T., the date specified in Section 20.100.

Submission of the business proposal (Appendix G) shall include, one (1) bound original and one (1) electronic version on a CD. Both proposals shall be received by the DHS Issuing Officer no later than 2:00 p.m. HST on the date identified in Section 20.100.

Any proposals received after the deadline will be rejected and returned to the Offeror. Proposals shall be mailed or delivered to:

Leslie K. Tawata
c/o Dona Jean Watanabe
Department of Human Services
Med-QUEST Division / Finance Office
1001 Kamokila Boulevard, Suite 317
Kapolei, HI 96707-2005

The outside cover of the package containing the technical proposal copied shall be marked:

DHS/Med-QUEST Division
RFP-MQD-2017-002
Kokua Services Technical Proposal
(Name of Offeror)

The outside cover of the package containing the business proposal copies shall be marked:

DHS/Med-QUEST Division
RFP-MQD-2017-002
Kokua Services Business Proposal
(Name of Offeror)

Any amendments to proposals shall be submitted in a manner consistent with this section.

21.300 Proposal Opening and Inspection

Proposals, modifications to proposals, and withdrawals of proposals shall be date-stamped and, when possible, time-stamped upon receipt by the DHS. All documents so received shall be held in a secure place by the State purchasing agency and not opened until the Proposal Due Date as described in Sections 20.100 and 21.200.

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

21.400 Disqualification of Offerors

An Offeror shall be disqualified and the proposal automatically rejected for any one or more of the following reasons:

- Proof of collusion among Offerors, in which case all bids involved in the collusive action shall be rejected and any participant to such collusion shall be barred from future bidding until reinstated as a qualified Offeror;
- An Offeror's lack of responsibility and cooperation as shown by past work or services;
- An Offeror being in arrears on existing contracts with the State or having defaulted on previous contracts;
- An Offeror's lack of sufficient experience to perform the work contemplated;

- An Offeror's lack of a proper license to cover the type of work contemplated, if required to perform the service;
- An Offeror shows any noncompliance with applicable laws;
- An Offeror's delivery of the proposal after the proposal due date and time;
- An Offeror's failure to pay, or satisfactorily settle, all bills overdue for labor and material on former contracts with the State at the time of issuance of this RFP;
- An Offeror's lack of financial stability and viability; or
- An Offeror's consistently substandard performance related to meeting the MQD requirements from previous contracts.

21.500 Irregular Proposals

Proposals shall be considered irregular and rejected for the following reasons including, but not limited to the following:

- If either the Proposal Application Identification Form or transmittal letter is unsigned by an Offeror or does not include notarized evidence of authority of the officer submitting the proposal to submit such proposal.
- If the proposal shows any non-compliance with applicable law or contains any unauthorized additions or deletions, conditional bids, incomplete bids, or irregularities of any kind, which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- If an Offeror adds any provisions reserving the right to accept or reject an award, or enters into a contract pursuant to an award, or adds provisions contrary to those in the solicitation.

21.600 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 issues involved and comply with the scope of service. 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 or more of the following reasons: (Relevant sections of the HAR for Chapter 103F, HRS, are parenthesized)

1. Rejection for failure to cooperate or deal in good faith (Section 3-141-201, HAR);
2. Rejection for inadequate accounting system (Section 3-141-202, HAR);
3. Late Proposals (Section 3-143-603, HAR);
4. Unauthorized Multiple/Alternate Proposals (Section 3-143-605, HAR);
5. Inadequate response to RFPs (Section 3-143-609, HAR);
6. Proposal not responsive (Section 3-143-610(a)(1), HAR); or
7. Offeror not responsible (Section 3-143-610(a)(2), HAR).

21.700 Cancellation of RFP

The RFP may be cancelled 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. The State shall not be liable for any costs, expenses, loss of profits or damages whatsoever, incurred by the Offeror in the event this RFP is cancelled or a proposal is rejected.

21.800 Additional Materials and Documentation

Upon request from the State purchasing agency, each Offeror shall submit any additional materials and documentation reasonably required by the state purchasing agency in its evaluation of the proposal.

21.900 Award Notice

The notice of intended contract award, if any, shall be sent to the selected Offeror on or about the date specified in section 20.100.

The contract award is subject to the available funding.

The successful Offeror receiving award shall enter into a formal written contract.

The State is not liable for work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to the Contract Effective Date.

Any contract arising out of an offer is subject to the approval of the Department of Attorney General as to form and to all further approvals, including the approval of the Governor as required by state, regulation, rule, order, or other directive.

The State of Hawaii is not liable for any costs incurred prior to the Contract Effective Date identified in Section 20.100.

22.100 Protests

Offerors may file a Notice of Protest against the awarding of the contract. The Notice of Protest form, SPO-H-801, is available on the State Procurement Office (SPO) website <http://hawaii.gov/spo/> in the Toolbox/QuickLinks/ SPO Forms/Forms for Vendors, Contractors, and Service Providers/Forms for Health and Human Services Providers and Protest Forms Instructions section. Only the following may be protested:

1. A state purchasing agency's failure to follow procedures established by Chapter 103F, HRS;
2. A state purchasing agency's failure to follow any rule established by Chapter 103F, HRS; and
3. A state purchasing agency's failure to follow any procedure, requirement, or evaluation criterion in an RFP issued by the state-purchasing agency.

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

Procurement Officer	Head of State Purchasing Agency
Name: Leslie K. Tawata	Name: Rachael Wong, DrPH
Title: Med-QUEST Division Assistant Administrator	Title: Chief Procurement Officer
Mailing Address: P.O. Box 700190 Kapolei, Hawaii 96709-0190	Mailing Address: P.O. Box 339 Honolulu, Hawaii 96809-0339
Business Address: 1001 Kamokila Boulevard, Suite 317 Kapolei, Hawaii 96707	Business Address: 1001 Kamokila Blvd., Suite 317 Kapolei, Hawaii 96707

SECTION 30 BACKGROUND and Department of Human Services Responsibilities

30.100 Overview of Medical Assistance in Hawaii

The Med-QUEST Division (MQD) is the unit within the Department of Human Services (DHS) that administers Hawaii's medical assistance programs. Medicaid, a federal and state partnership program created by Congress in 1965, provides medical assistance benefits to qualified uninsured and underinsured through the QUEST Integration (QI) program.

Together, Medicaid covers approximately 328,484 individuals, per 2016 third quarter Enrollment Report. In addition to asset and income limits, the basic eligibility requirements for Medicaid include being 1) a U.S. citizen or qualified alien; 2) a Hawaii resident; and 3) not residing in a public institution such as prison or the State psychiatric hospital. Different eligibility categories such as pregnant women and children have different income thresholds and are not subject to an asset limit.

MQD also administers a state-funded Premium Assistance Program. The program provides assistance to low-income individuals who purchase a silver level qualified health plan through the federal health insurance exchange and receives Advance Premium Tax Credit and maximum cost-share reduction. The Department pays the eligible individual's share of the premium to the qualified health plan in which the individual is enrolled.

30.200 Overview of Department of Human Services (DHS) Responsibilities

MQD is the organizational unit within DHS that is responsible for the operation and administration of the medical assistance programs that include QUEST Integration and other State funded programs. For purposes related to this RFP, the basic functions or responsibilities of MQD include:

- Developing and defining the medical and health-related services to be provided by contractors;

- Developing the rules, policies, regulations and procedures to be followed in the administration and operations of programs;
- Negotiating and contracting with selected medical, behavioral health, and organizations providing health related services;
- Determining initial and continued eligibility of beneficiaries;
- Enrolling and disenrolling beneficiaries;
- Monitoring the quality of services provided by contractors;
- Reviewing and analyzing utilization of services and reports provided by contractors;
- Monitoring the financial status of all medical assistance programs administered by the Department;
- Analyzing the effectiveness of programs in meeting its objectives;
- Providing beneficiary information to the its contractors;
- Managing Kauhale On-Line Eligibility Assistance (KOLEA);

30.300 Medical Assistance Programs

30.310 QUEST Integration

In its efforts to increase access to health care and control the increase in health care expenditures, the State of Hawaii implemented on January 1, 2015, Hawaii QUEST Integration (QI). QI is a statewide Medicaid demonstration project (Section 1115 waiver) that provides medical and behavioral health services through competitive managed care delivery systems.

QI participants include individuals who are:

- Pregnant Women
- Children (under 19)
- Foster children (under 19)
- Parents and caretakers
- Adults (19 – 64)
- Aged (65 and older), Blind and Disabled

QUEST Integration incorporates separate health plans for the provision of medical services, specialized behavioral health services, and certain transplants for children and adults.

30.320 Fee-For-Service Medicaid

The State's Fee-For-Service program provides medical assistance to eligible individuals under Title XIX of the Social Security Act. The Fee-For-Service program is a state administered program, which receives federal funding for its expenditures. Under the current program, payments are made to providers based on the service rendered (fee-for-service). Hawaii's FFS program is limited. The majority of its beneficiaries receive services through the QUEST Integration program.

30.400 Other Hawaii Health Programs

The Department also provide limited services for individuals who are not eligible for Medicaid but qualify for State-funded only programs and services. The two programs include the Premium Assistance Program and the Emergency Medical Assistance for Non-Citizens.

30.500 Readiness Review

Prior to the Contract Effective Date as described in Section 20.100, the DHS may conduct a readiness review of the Contractor in order to provide assurance that the Contractor is able and prepared to perform all administrative and outreach functions required by this contract. The Contractor's responsibilities in their readiness review are described in this section.

The DHS review may include, but not limited to, a walk-through of Contractor's operations, staff training, and interviews with Contractor's staff. The review may include desk and on-site review of:

- Staff readiness
- All required policies and procedures

Based on the results of the review activities, the DHS shall provide the Contractor with a summary of findings including the identification of areas requiring corrective action before the Contractor begins operation. If the Contractor is unable to demonstrate its ability to meet the requirements of the contract, as determined by the DHS, within the time frame specified by the DHS may terminate the contract in accordance with Section 51.400.

30.600 Kokua Services Policy Memoranda

The DHS issues policy memoranda to offer clarity on policy or operational issues or legal changes impacting the provision of Kokua Services. The Contractor shall comply with the requirements of all the policy memoranda during the course of the contract and execute each memorandum when distributed by MQD during the period of the contract. The Contractor shall acknowledge receipt of the memoranda through electronic mail.

SECTION 40 PROVISION OF SERVICES

40.100 Offeror's Role

The State of Hawaii, Department of Human Services, Med-QUEST Division (MQD) intends to secure contracts for the provision of Kokua Services that includes but not limited to provide outreach and support assisting uninsured and underinsured individuals to apply for health insurance. The primary target population will be those who have challenges with the application and enrollment process due to language, cultural or other socio-economic factors. This includes individuals who are from one of the Nations under the Compact of Free Association (COFA) including the Federated States of Micronesia, the Republic of the Marshall Islands, and the Republic of Palau, inmates recently released from prison, and other difficult to reach populations.

40.200 Qualified Contractors

Kokua services will be available statewide however bids shall be submitted by island or county (Island of Kauai, County of Maui-Maui, Molokai and Lanai, East Hawaii, West Hawaii, and the Island of Oahu). A Proposal can be for one island or for multiple islands. The maximum number of Contractors selected for participation shall be six (6). The Contractor will be required to assume responsibility for all contractual activities offered in this proposal whether or not that Contractor performs them or delegates the performance to a subcontractor. The Contractor will be required to maintain a place of business in the State of Hawaii. Further, the State will consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Contract. If any part of the work is to be subcontracted, responses to this RFP should include a list of subcontractors, including firm name and address, contact person, complete description of work to be subcontracted, and descriptive information concerning subcontractor's organizational abilities. The State reserves the right to approve subcontractors for this project and to require the Contractor to replace subcontractors found to be unacceptable. The Contractor must be responsible for the provision of Kokua Services. The Contractor is totally responsible for adherence by the subcontractor to all provisions of the Contract. The Contractor

and any subcontractors must commit to the entire contract period stated within this RFP, unless a change of subcontractors is specifically agreed to by the State of Hawaii.

40.210 Required Standards

The Kokua Service individuals contracted or subcontracted by the Contractor will be required to meet the following standards:

- a. Employ or contract with individuals to serve as Kokua.
- b. Comply with all federal and state laws and regulations and the provisions of the agreement with the DHS-MQD as well as any rules and regulations issued by DHS-MQD.
- c. Be responsible for effective monitoring and oversight of the Kokua including but not limited to, ensuring compliance with conflict of interest, privacy and ethical standards. Resolve all complaints related to the Kokua and provide timely reports on complaints and resolutions to DHS-MQD.
- d. Maintain and provide DHS-MQD with access to records of all expenses incurred during the term of the contract period in connection with the contract awarded through this RFP.
- e. In a secure and locked manner, the Contractor shall maintain, for six (6) years copies of all records, including but not limited to, paper applications submitted on an applicant's behalf, and the consent form if applying on-line, related to application or enrollment assistance. Access to these records shall be limited to authorized personnel only, including DHS-MQD staff or its designees. In the event the Contractor no longer is able to provide Kokua services, these records are to be turned over to DHS-MQD.
- f. Participate in DHS-MQD sponsored and designated outreach and education events.
- g. Kokua will be required to comply with and be familiar with the federal requirements regarding duties listed in 45 CFR 155.215, including conflicts of interest and accessibility standards, and any additions and revisions thereto. Selected applicants will be required to provide services that meet the requirements of 45 CFR 155.205(d)-(e) and 45 CFR 155.405.
- h. Contractor and Kokua shall disclose any relationships they have with insurers, their subsidiaries, or other conflicts of interest as defined by DHS-MQD.

40.220 Prohibited Activities

- a. Contractor shall not offer nor provide any gift or favors to potential applicants without obtaining prior approval from DHS-MQD.
- b. Contractor staff shall not accept money or premium payments.
- c. Contractor shall not submit eligibility or enrollment information without first obtaining a DHS-MQD approved consent/authorization form from the applicant or individual seeking assistance.
- d. Contractor shall not divulge any personal information obtained while assisting an individual with an application for purposes other than application/enrollment assistance.
- e. Contractor shall not allow any person who has not passed a criminal history check through DHS-MQD's required process to perform application assistance services.
- f. Contractor shall not provide inaccurate, misleading, or coercive oral or written information or materials.
- g. Contractor shall not encourage individuals to include on the application any false or misleading information regarding income, residency, alienage and other eligibility information.

40.230 Kokua Standards

- a. Kokua will be trained and must be certified annually through the successful completion of DHS-MQD's training program which include information on the Healthcare.gov website and process.
- b. Kokua will maintain expertise in eligibility, enrollment, and program specifications to enable them to respond to questions related to health insurance coverage options, cost-sharing assistance, and tax credits.
- c. Kokua will conduct public education activities to raise awareness about the Affordable Care Act (ACA) and Med-QUEST programs.
- d. Kokua will provide information and services in a fair, accurate, and impartial manner.

- e. Kokua will be prepared to share information on the range of available qualified health insurance plans through the federal marketplace as well as Med-QUEST coverage.
- f. Kokua will provide information in a manner that is culturally and linguistically appropriate to the needs of the population being served, specifically targeting individuals with limited English proficiency to ensure accessibility and usability of tools and functions for individuals with disabilities in accordance with the American with Disabilities Act and Section 504 of the Rehabilitation Act of 1973.
- g. Kokua will facilitate applying and enrolling into qualified health plans available through the designated marketplace and/or through Med-QUEST.
- h. Kokua will provide referrals to any applicable office of health insurance consumer assistance or health insurance ombudsman established under federal law or any other appropriate State agency or agencies, for any enrollee with a grievance, complaint, or question regarding their health plan, coverage, or a determination under such plan or coverage.
- i. Kokua shall obtain appropriate permissions from the individual prior to helping them with submission of an application. Kokua will provide a copy of and explain the DHS_MQD approved consent form. A signed copy of the consent form must be kept on file by the Contractor.

40.300 Scope of Services – General Overview

The Contractor should demonstrate the following:

- Conduct outreach through to vulnerable populations specified in this RFP and others who experience barriers, to inform them of health coverage options and inform them of opportunities for assistance with application and enrollment processes;
- Provide assistance in the application and enrollment process for applicable health coverage program to meet their needs;
- Develop and implement strategies to overcome the barriers to completing applications and enrollment that individuals in target population may face;

- Collaborate with local community organizations and establish information-sharing processes to facilitate outreach and enrollment assistance;
- Distribute DHS MQD approved materials (e.g. educational or marketing) to target population;
- Provide information and assistance to target population to help ensure continuation of health insurance coverage and benefits (e.g. 1095A tax forms, filing of tax return to retain advance premium tax credit eligibility, etc.)

40.400 Conflict of Interest

An offeror must not be an individual or entity that has a conflict of interest. The determination that an offeror who may or may not have the appearance of a conflict of interest, will be at the sole discretion of DHS-MQD.

Individuals or entities that may have a conflict of interest include:

- a. Insurers and their subsidiaries;
- b. Insurance companies;
- c. Associations and their subsidiaries that include members of, or lobby on behalf of, the insurance industry;
- d. Entities receiving direct or indirect consideration from insurers in connection with enrollment of any individuals or employees in health insurance;
- e. Individuals or entities, including insurance agents, receiving commission may not receive direct or indirect compensation or other consideration from health insurers or their subsidiaries. Such consideration includes, but is not limited to, commissions for renewals, pension income, and other sources of income from health insurers.

A conflict of interest will be deemed to exist for an offeror who has an ownership stake or other investment in a health insurer or its subsidiaries. Organizations proposing to conduct work to provide Kokua services shall provide a statement indicating how the offeror will ensure that employees providing outreach and enrollment services will adhere to the same conflict of interest standards described in the preceding paragraphs. The Offeror shall disclose to DHS-MQD all conflicts of interest, situations where there is the appearance of a conflict of interest, and potential conflicts of interest in

their proposal. During the duration of the contract, the Offeror shall be required to obtain approval of subcontractors from DHS-MQD prior to execution of contracts.

40.500 Reporting Requirements

Offeror will be required to collect data and submit monthly activity reports in a format required by DHS-MQD. Monthly reports will include but not be limited to:

- a. Total number of new applicants assisted/submitted by target population and how many included at least one applicant that was identified as QHP-eligible and/or Medicaid eligible.
- b. Total number of new applicants assisted/submitted by health coverage (federal Healthcare.gov or Med-QUEST);
- c. Total number of incidents of application assistance that includes follow-up calls, answering questions, approximate duration of each incident;
- d. Total number of incidents of application assistance (which includes follow-up calls, answering questions, etc, and there may be multiple incidents of assistance for one application, and include approximate duration of each incident;
- e. Total number of in-person meetings attended to provide information on availability of health insurance options;
- f. Total number of incidents/events attended to provide information on availability of health insurance options;
- g. Total number of brochures, flyers, and other materials distributed;
- h. Survey data collected from people who have been provided assistance, if requested by DHS-MQD;
- i. Any other reports as requested by DHS-MQD related to services performed under this RFP.

40.600 Transition

When applicable (i.e. contract period ends, contract termination) the Contractor shall assist in the transition of records and information, in the Contractor's possession, on individuals who were assisted by Kokua to DHS-MQD or its designee.

At the expiration of this Contract, or if at any time the state or Contractor should terminate this Contract, the Contractor will cooperate with any subsequent Contractor who might assume the work. The DHS-MQD will withhold final payment to the

Contractor until transition is deemed complete by DHS-MQD. The state will give the Contractor thirty (30) days notice that a transfer will occur.

40.700 Quality Assurance/Fraud and Abuse

The Contractor shall maintain monitoring program on behalf of DHS-MQD.

The Contractor shall perform continuous internal monitoring to ensure the highest quality of work is provided as well as prevent inappropriate use of individuals' information to commit fraud or other such illegal activity.

The Offeror shall include a description of the quality assurance program it will have in place to monitor activities. Any suspected cases of fraud or abuse shall be referred to DHS-MQD for appropriate action. The Contractor shall assist the DHS-MQD and/or its designee with any investigations or questions.

The Contractor shall describe the following:

- The process and the frequency of monitoring activities and what the monitoring activities will entail.
- How the DHS-MQD will be assured of being notified of all problems detected – internal and external-and how it will be reported to MQD.
- The CMS, DHS-MQD and its representatives reserve the right to audit all the Contractor's records of any transactions related to the Kokua Services program. The MQD shall notify the Contractor in writing at least thirty (30) days in advance of the scheduled audit. If audits in addition to the yearly review, are required by the DHS-MQD, the reason(s) for the audit will be included in the letter to the Contractor. The Contractor shall assist the auditing firm(s) and shall make available all data related to the DHS-MQD program.

The Contractor will be required to maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Hawaii. Financial and accounting records shall be made available, upon request, to the State staff and its designated agents, CMS, OIG or the Department of the Attorney General at any time during the

Contract period and any extension thereof, and for six (6) years from the expiration date and final payment on the Contract or extension thereof. During the term of the contract and for six (6) years after the last payment of the Contractor's fee, on reasonable notice and during customary business hours, the State of Hawaii may audit the Contractor's and subcontractor's records and other materials that relate to the project. This audit right will also apply to the State's duly authorized representatives and any person or organization providing financial support for the project. If an audit reveals any material deviation from the project's specifications, any misrepresentation, or any overcharge to the State, the State will be entitled to recover damages, as well as the cost of the audit. The Contractor may petition the State on behalf of subcontractor(s) for exceptions to the requirements of audits and record keeping sections, if the subcontractor's scope of service does not necessitate compliance with those sections. All records related to any contract shall be kept in a single location, either at the Contractor's principal place of business in the State of Hawaii or its place of business where the work was done, unless it is not practical to do so. If this is not practical, the Contractor shall assume the cost of collecting, organizing, and relocating the records and any technology needed to access the records to the Contractor's office nearest Honolulu whenever the State or anyone else with audit rights requests access to the Contractor's project records. The Contractor shall do so in a timely fashion, not to exceed five (5) business days. The Contractor agrees to comply with all applicable federal, state, and local laws in performing this contract and any amendments that may subsequently be made to such laws. The Contractor further agrees that any services paid in association with this contract shall be from federal and State funds and that any false claims, statements, or documents, or concealment of a material fact, may be prosecuted under applicable federal or state laws.

The Contractor shall have a process in place to resolve complaints, grievances and appeals. This process is subject to the review and approval of DHS-MQD and must comply with all State and Federal laws, rules and regulations.

40.800 Other Services to be Provided

In addition to the Kokua services to be provided, the individuals who are assisted shall be eligible for enabling services. Such services include, but are not limited to:

40.810 Language Assistance Services for Persons with Limited English Proficiency (LEP) and American Sign Language (ASL)

- A. The Contractor shall take reasonable steps to provide meaningful access to the services provided under this agreement for persons with limited English proficiency (LEP), in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, *et seq.*), the U.S. Department of Health and Human Services Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (68 Fed. Reg. 47311), Hawai`i Revised Statutes (HRS) §§371-31 to -34.
- B. Language assistance services shall be provided at no cost to the individual. The Contractor is responsible for the cost of language assistance services.
- C. The Contractor shall provide language assistance services that meet the following minimum requirements:
 1. Oral Interpretation
 - a. The Contractor shall notify eligible individuals of the right to free interpreter services.
 - b. The Contractor shall offer oral interpretation services to LEP individuals.
 - c. The Contractor shall document the offer of an interpreter, and whether an individual declined or accepted the interpreter service.
 - d. The Contractor is prohibited from requiring or suggesting that LEP persons bring their own interpreters, including family or friends, with them to orientation sessions, assessments, interviews, or other appointments.

2. Translation

- a. The Contractor, in consultation with the State and in accordance with the laws and regulations cited above, shall assess the language needs of the population served under the contract, and determine whether vital documents will be translated into, but not limited to, Chinese (Traditional), Ilocano, Korean and Vietnamese.
 - b. The Contractor shall give to the State each year a written assessment including a list of languages into which documents will be translated, if any, and those documents identified as vital documents to be translated.
- D. American Sign Language (ASL)
ASL shall be provided at no cost to the individual. The Contractor is responsible for the cost of ASL services.
- E. The Contractor shall submit quarterly, no later than thirty (30) calendar days following the end of each quarter, in a format provided by the State, a report with data regarding language assistance services provided to LEP individuals, including but not limited to the following:
1. The number of LEP individuals who were offered interpreter services and, of those, how many declined or required language assistance services;
 2. The primary language spoken by each LEP individual;
 3. The type of interpreter service provided; and
 4. The name of the interpreter (and agency, if applicable).

40.900 Key Personnel

40.910 Project/Program Manager

Contractor shall have on staff a Project/Program Manager based in the State of Hawaii to oversee the operations of this contract. The Project/Program Manager shall be the person assigned under this contract, who is responsible for operation of all contract duties and serve as a liaison and shall be readily available and

responsible, as the need arises, for consultation and assistance with the MQD staff. The Project Manager shall:

- Attend meetings as required by the MQD;
- Provide timely and informed responses when operational and/or administrative issues or questions arise;
- Provide prompt assistance to the MQD staff regarding operational issues;
- Assure timely compliance with all contract responsibilities;
- Supervise the Contractor's other personnel to ensure the quality of their performance;
- Identify and resolve problems/issues regarding operations, staffing etc.;
- Ensure internal audits and monitoring are being done timely and appropriately;
- Be responsible for the quality of the Contractor's fulfillment of the contract responsibilities;
- Perform any additional operational duties related to the Contract with the MQD; and

The Offeror must show that the Project/Program Manager is capable and experienced.

40.920 Other Key Personnel

The Contractor shall describe the ability to secure and retain the required professional staff to meet the contract requirements. This shall include but is not limited to:

1. Kokua staff based in the State of Hawaii.
2. Clerical support for reports and other support to ensure compliance with the contract.
3. MQD shall have the absolute right to approve or disapprove Contractor's and any subcontractor's assigned Project/Program Manager, to disapprove or approve any proposed changes in this personnel, or require the removal or reassignment of any personnel found by MQD to be unwilling or unable to perform under the terms of the contract.

4. The Contractor shall provide MQD with a resume of Project/Program Manager.

41.100 Discrimination or Denial of Access

All individuals assisted by Kokua shall be provided the services provided under this contract without regard to race, color, creed, ancestry, age, marital status, arrest and court records, sex, including gender identity or expression, sexual orientation, religion, national origin or mental or physical handicap, except as provided by law.

SECTION 50 TERMS AND CONDITIONS

50.100 Contract Documents

The following documents form an integral part of the written contract between the Offeror and the DHS (hereafter collectively referred to as "the Contract"):

- Contract for Health and Human Services: Competitive Purchase of Service (AG Form 103F1 (10/08), including General Conditions for Health & Human Services Contracts (AG Form 103F (10/08) (see Appendix E), any Special Conditions, attachments, and addenda;
- This RFP, appendices, attachments, and addenda, which shall be incorporated by reference; and
- The Offeror's technical proposal submitted in response to this RFP form, which shall be incorporated by reference.

References to "General Conditions" in this Section 50 are to the General Conditions for Health & Human Services Contracts attached as Appendix E.

50.200 Conflict Between Contract Documents, Statutes and Rules

Replace General Condition 7.5 (see Appendix E), Conflict between General Conditions and Procurement Rules, with the following:

- Contract Documents: In the event of a conflict among the contract documents, the order of precedence shall be as follows: (1) Contract for Health and Human Services: Competitive Purchase of Service (AG Form 103F1), including all general conditions, special conditions, attachments, and addenda; (2) the RFP, including all attachments and addenda, as amended; and (3) Offeror's proposal. In the event of a conflict between the General Conditions and the Special Conditions, the Special Conditions shall control.
- Contract and Statutes: In the event of a conflict between the language of the contract, and applicable statutes, the latter shall prevail.
- Contract and Procurement Rules/Directives: In the event of a conflict between the Contract 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.

- The sections of the rules and regulations cited in this RFP may change as the rules and regulations are amended for MQD. No changes shall be made to this RFP due to changes in the section numbers. The documents in the documentation library shall be changed as needed. The availability and extent of the materials in the documentation library shall have no effect on the requirements stated in this RFP.

50.300 Subcontractor Agreements

Replace General Condition 3.2 (see Appendix E), Subcontracts and Assignments, with the following:

The Offeror may negotiate and enter into contracts or agreements with subcontractors to the benefit of the Offeror and the State. All such agreements shall be in writing. No subcontract that the Offeror enters into with respect to the performance under the contract shall in any way relieve the Offeror of any responsibility for any performance required of it by the contract.

The Offeror shall submit to the DHS for review and prior approval, all subcontractor agreements related to the provision of Kokua services and activities to eligible individuals. In addition, the DHS reserves the right to inspect all subcontractor agreements at any time during the contract period.

The Offeror shall notify the DHS in writing at least ninety (90) days prior to adding or deleting subcontractor agreements or making any change to any subcontractor agreements which may materially affect the Offeror's ability to fulfill the terms of the contract.

The Offeror shall provide the DHS with immediate notice in writing by registered or certified mail of any action or suit filed against it by any subcontractor, and prompt notice of any claim made against the Offeror by any subcontractor that, in the opinion of the Offeror, may result in litigation related in any way to the contract with the State of Hawaii.

Additionally, no assignment by the Offeror of the Offeror's right to compensation under the contract shall be effective unless and until the assignment is approved by the Comptroller of the State of Hawaii, as provided in Section 40-58, HRS, or its successor provision.

All subcontractor agreements must, at a minimum:

- Describe the activities, including reporting responsibilities, to be performed by the subcontractor and require that the subcontractor meet all established criteria prescribed and provide the services in a manner consistent with the minimum standards specified in the Offeror's contract with the State;
- Require that the subcontractor fulfill the requirements of 42 CFR Section 438.6 that are appropriate to the service delegated under the subcontract;
- Include a provision that allows the Offeror to:
 - Evaluate the subcontractor's ability to perform the activities to be delegated;
 - Monitor the subcontractor's performance on an ongoing basis and subject it to formal review according to a periodic schedule (the frequency shall be stated in the agreement) established by the DHS and consistent with industry standards or State laws and regulations;
 - Identify deficiencies or areas for improvement; and
 - Take corrective action or impose other sanctions including, but not limited to, revoking delegation, if the subcontractor's performance is inadequate.
- Require that the subcontractor submits to the Offeror a tax clearance certificate from the Director of the DOTAX, State of Hawaii, showing that all delinquent taxes, if any, levied or accrued under State law against the subcontractor have been paid:
 - Include a provision that the Offeror shall designate itself as the sole point of recovery for any subcontractor;
 - Include a provision that neither the State nor the Offeror's eligible beneficiaries shall bear any liability of the Offeror's failure or refusal to perform duties specified in this RFP by the subcontractor;

- Require that the subcontractor track and report complaints against them to the Offeror;
- Require that the subcontractor fully adhere to the privacy, confidentiality and other related requirements stated in the RFP and in applicable federal and state law;
- Require that the subcontractor follow all audit requirements as outlined in Section 51.600 inclusive. The actual requirements shall be detailed in the agreement;
- Require that records be retained in compliance with Section 50.400. The actual requirements shall be detailed in the agreement;
- Require that the subcontractor comply with all requirements related to confidentiality of information as outlined in Section 51.500. The actual requirements found in this section shall be detailed in the agreement; and
- Require that the subcontractor notify the Offeror and the MQD of all breaches of confidential information relating to eligible beneficiaries. The notice to the State shall be within two (2) business days of discovery of the breach and a written report of the investigation and resultant mitigation of the breach shall be provided to the State within thirty (30) calendar days of the discovery of the breach.

50.400 Retention of Records

The following is added to the end of General Condition 2.3 (see Appendix E), Records Retention:

The Offeror and its providers shall retain all applicable records, in accordance with Section 622-58, HRS, for a minimum of seven (7) years from the last date of entry in the records.

The Offeror shall include in its subcontracts record retention requirements that are at least equivalent to those stated in this section.

During the period that records are retained under this section, the Offeror and any subcontractor shall allow the state and federal government's full access to such records, to the extent allowed by law.

50.500 Responsibility For Taxes

In addition to the requirements of General Condition 3.4.4 (see Appendix E), PROVIDER's Responsibilities, subject to its corporate structure, licensure status, or other statutory exemptions, Offerors may be liable for, or exempt from, other federal, state, and/or local taxes. Each Offeror is responsible for determining whether it is subject to, or exempt from, any such federal, state, or local taxes. The DHS makes no representations whatsoever as to the liability or exemption from liability of the Offeror to any tax imposed by any governmental entity.

50.600 Full Disclosure

50.610 Business Relationships

The Offeror warrants that it has fully disclosed all business relationships, joint ventures, subsidiaries, holding companies, or any other related entity in its proposal and that any new relationships shall be brought to the attention of the DHS as soon as such a relationship is consummated. The terms and conditions of CMS require full disclosure on the part of all contracting Offerors and providers.

The Offeror shall not knowingly have a director, officer, partner, or person with more than five percent (5%) of the Offeror's equity, or have an employment, consulting, or other agreement with such a person for the provision of items and services that are significant and material to the entity's contractual obligation with the State, who has been debarred, suspended or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549. The Offeror shall not, without prior approval of the DHS, lend money or extend credit to any related party. The Offeror shall fully disclose such proposed transactions and submit a formal written request for review and approval.

The Offeror shall include the provisions of this section in any subcontract agreement.

50.620 Litigation

The Offeror shall disclose any past and pending litigation (within ten (10) years) both in and out of the State of Hawaii to which the company is a party, including the disclosure of any outstanding judgment. If applicable, please explain.

50.700 Conflict of Interest

The following is added to the end of General Condition 1.7 (see Appendix E), Conflicts of Interest:

No official or employee of the State of Hawaii or the federal government who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of the programs shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in the contract. All officials or employees of the State of Hawaii shall be bound by Chapter 84, HRS, Standards of Conduct.

The Offeror shall not contract with the State of Hawaii unless safeguards of at least equal to Federal safeguards (41 U.S.C § 423) are in place.

50.800 Fiscal Integrity

The Offeror warrants that it is of sufficient financial solvency to assure the DHS of its ability to perform the requirements of the contract.

50.900 Term of the Contract

This contract solicitation that has been deemed to be in the best interest of the State by the Director of the DHS. The contract is for the initial term from the Contract effective date as specified in Section 20.100 to June 30, 2017. Unless terminated, the contract may be extended without the necessity of re-bidding, for not more than two (2) additional twelve (12) month period or parts thereof, only upon mutual agreement of the parties in writing. The Offeror shall not contract with the State of Hawaii unless safeguards at least equal to Federal safeguards (41 USC 423, section 27) are in place.

The State of Hawaii operates on a fiscal year basis, which runs from July 1 to June 30 of each year. Funds are available for only the first fiscal period of the contract ending June 30 in the first year of the initial term. The contractual obligation of both parties in each fiscal period succeeding the first fiscal period is subject to the appropriation and availability of funds to DHS.

The contract will be terminated only if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal period succeeding the initial fiscal period of the contract; however this does not affect either the State's rights or the Offeror's rights under any termination clause of the contract. The State shall notify the Offeror, in writing, at least sixty (60) days prior to the expiration of the contract whether funds are available or not available for the continuation of the contract for each succeeding contract extension period. In the event of termination, as provided in this paragraph, the Offeror shall be reimbursed for the unamortized, reasonably incurred, nonrecurring costs.

The Offeror acknowledges that other unanticipated uncertainties may arise that may require an increase or decrease in the original scope of services to be performed, in which event the Offeror agrees to enter into a supplemental agreement upon request by the State. The supplemental agreement may also include an extension of the period of performance and a respective modification of the compensation.

51.100 Liability Insurance Requirements

The Offeror shall maintain insurance acceptable to the DHS in full force and effect throughout the term of this contract, until the DHS certifies that the Offeror's work has been completed satisfactorily.

Prior to or upon execution of the contract and any supplemental contracts, the Offeror shall provide to the DHS certificate(s) of insurance, including any referenced endorsements, dated within thirty (30) days of the Contract effective date to satisfy the DHS that the insurance provisions of this contract have been complied with. Upon request by the DHS, Offeror shall furnish a copy of the policy(ies) and/or updated Certificate of Liability Insurance

including referenced endorsement(s) necessary for DHS to verify the coverages required by this section.

The policy or policies of insurance maintained by the Offeror shall be written by insurance companies licensed to do business in the State of Hawaii or meet the requirements of Section 431:8-301, et seq., HRS, if utilizing an insurance company not licensed by the State of Hawaii.

The policy(ies) shall provide at least the following limit(s) and coverage:

Coverage	Limits
Commercial General Liability	Per occurrence, not claims made <ul style="list-style-type: none"> • \$1 million per occurrence • \$2 million in the aggregate
Automobile	May be combined single limit: <ul style="list-style-type: none"> • Bodily Injury: \$1 million per person, \$1 million per accident • Property Damage: \$1 million per accident
Workers Compensation / Employers Liability (E.L.)	<ul style="list-style-type: none"> • Workers Comp: Statutory Limits • E.L. each accident: \$1,000,000 • E.L. disease: \$1,000,000 per employee, \$1,000,000 policy limit • E.L. \$1 million aggregate
Professional Liability, if applicable	May be claims made: <ul style="list-style-type: none"> • \$1 million per claim • \$2 million annual aggregate

Each insurance policy required by this contract shall contain the following clauses, which shall also be reflected on the certificate of insurance:

1. "The State of Hawaii is an additional insured with respect to operations performed for the State of Hawaii."
2. "Any insurance maintained by the State of Hawaii shall apply in excess of, and not contribute with, insurance provided by this policy."

Automobile liability insurance shall include excess coverage for the Offeror's employees who use their own vehicles in the course of their employment.

The Offeror shall immediately provide written notice to the DHS should any of the insurance policies required under the Contract be cancelled, limited in scope, or not be renewed upon expiration.

Failure of the Offeror to provide and keep in force the insurance required under this section shall be regarded as a material default under this contract, entitling the DHS to exercise any or all of the remedies provided in this contract for a default of the Offeror.

The procuring of such required policy or policies of insurance shall not be construed to limit Offeror's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, Offeror shall be liable for the full and total amount of any damage, injury, or loss caused by Offeror in connection with this contract.

If the Offeror is authorized by the DHS to subcontract, subcontractors are not excused from the indemnification and/or insurance provisions of this contract. In order to indemnify the State of Hawaii, the Offeror agrees to require its subcontractors to obtain insurance in accordance with this section.

51.200 Modification of Contract

The following is added as General Condition 4.1.4:

All modifications of the contract shall be modified accordingly by a written amendment signed by the Director of the DHS and an authorized representative of the Offeror. If the parties are unable to reach an agreement within thirty (30) days of the Offeror’s receipt of a contract change, the MQD Administrator shall make a determination as to the contract modifications and the Offeror shall proceed with the work according to a schedule approved by the DHS, subject to the Offeror’s right to appeal the MQD Administrator’s determination of the contract modification and price under Section 51.800, Disputes.

51.300 Conformance with Federal Regulations

Any provision of the contract which is in conflict with Federal Medicaid statutes, regulations, or CMS policy guidance is hereby amended to conform to the provisions of those laws, regulations, and federal policy. Such amendment of the contract shall be effective on the effective date of the statutes or regulations necessitating it, and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.

51.400 Termination of the Contract

The contract may terminate or may be terminated by DHS for any or all of the following reasons in addition to the General Conditions in Appendix E:

- Termination for Default;
- Termination for Expiration of the Programs by CMS; or
- Termination for Bankruptcy or Insolvency.

51.410 Termination for Default

The failure of the Offeror to comply with any term, condition, or provision of the contract or applicable requirements in Sections 1932, 1903(m) and 1905(t) of the Social Security Act shall constitute default by the Offeror. In the event of default, the DHS shall notify the Offeror by certified or registered mail, with return receipt requested, of the specific act or omission of the Offeror, which constitutes default. The Offeror shall have fifteen (15) days from the date of receipt of such notification to cure such default. In the event of default, and during the above-specified grace period, performance under the contract shall continue as though the default had never occurred. In the event the default is not cured within fifteen (15) days, the DHS may, at its sole option, terminate the contract for default. Such termination shall be accomplished by written notice of termination forwarded to the Offeror by certified or registered mail and shall be effective as of the date specified in the notice. If it is determined, after notice of termination for default, that the Offeror's failure was due to causes beyond the control of and without error or negligence of the Offeror, the termination shall be deemed a termination for convenience under General Condition 4.3 in Appendix E.

The DHS' decision not to declare default shall not be deemed a waiver of such default for the purpose of any other remedy the Offeror may have.

51.420 Termination for Expiration or Modification of the Programs by CMS

The DHS may terminate performance of work under the contract in whole or in part whenever, for any reason, the State or CMS terminates or modifies the programs. In the event that CMS elects to terminate its agreement with the DHS, the DHS shall so notify the Offeror by certified or registered mail, return receipt requested. The termination shall be effective as of the date specified in the notice.

51.430 Termination for Bankruptcy or Insolvency

In the event that the Offeror shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any State relating to insolvency or the protection of the rights or creditors, the DHS may, at its option, terminate the contract. In the event the DHS elects to terminate the contract under this provision it shall do so by sending notice of termination to the Offeror by registered or certified mail, return receipt requested. The termination shall be effective as of the date specified in the notice.

In the event of insolvency of the Offeror, the Offeror shall cover continuation of services for the duration of period for which payment has been made.

51.440 Procedure for Termination

In the event the State decides to terminate the contract, it shall provide the Offeror with a pre-termination hearing. The State shall:

- Give the Offeror written notice of its intent to terminate, the reason(s) for termination, and the time and place of the pre-termination hearing; and

Following the termination hearing, the State shall provide written notice to the Offeror of the termination decision affirming or reversing the proposed termination. If the State decides to terminate the contract, the notice shall include the effective date of termination.

In the event of any termination, the Offeror shall:

- Stop work under the contract on the date and to the extent specified in the notice of termination;
- Complete the performance of such part of the work as shall not have been terminated by the notice of the termination;

- Arrange for the orderly transition to the new Offeror(s), if applicable, including timely provision of any and all records to the DHS that are necessary to provide assistance to individuals;
- Place no further orders or enter into subcontracts for materials, services, or facilities, except as may be necessary for completion of the work under the portion of the contract that is not terminated;
- Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination;
- Assign to the DHS in the manner and to the extent directed by the MQD Administrator of the right, title, and interest of the Offeror under the orders or subcontracts so terminated, in which case the DHS shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- With the approval of the MQD Administrator, settle all outstanding liabilities arising out of such termination of orders and subcontracts, the cost of which would be reimbursable, in whole or in part, in accordance with the provisions of the contract;
- Take such action as may be necessary, or as the MQD Administrator may direct, for the protection and preservation of any and all property or information related to the contract which is in the possession of the Offeror and in which the DHS has or may acquire an interest; and
- Within thirty (30) business days from the effective date of the termination, deliver to the DHS copies of all current data files, program documentation, and other documentation and procedures used in the performance of the contract at no cost to the DHS. The Offeror agrees that the DHS or its designee shall have a non-exclusive, royalty-free right to the use of any such documentation.

51.450 Termination Claims

After receipt of a notice of termination, the Offeror shall submit to the MQD Administrator any termination claim in the form and with the certification prescribed by the MQD Administrator. Such claim shall be submitted promptly but no later than six (6) months from the effective date of termination. Upon failure of

the Offeror to submit its termination claims within the time allowed, the MQD Administrator may, subject to any review required by the State procedures in effect as of the date of execution of the contract, determine, on the basis of information available to him/her, the amount, if any, due to the Offeror by reason of the termination and shall thereupon cause to be paid to the Offeror the amount to be determined.

Upon receipt of notice of termination, the Offeror shall have no entitlement to receive any amount for lost revenues or anticipated profits or for expenditures associated with this or any other contract. The Offeror shall be paid only the following upon termination:

- At a price mutually agreed to by the Offeror and the DHS.

In the event the Offeror and the DHS fail to agree, in whole or in part, on the amount of costs to be paid to the Offeror in connection with the total or partial termination of work pursuant to this section, the MQD Administrator shall determine, on the basis of information available to the DHS, the amount, if any, due to the Offeror by reason of the termination and shall pay to the Offeror the amount so determined.

The Offeror shall have the right to appeal any such determination made by the MQD Administrator as stated in Section 51.800, Disputes.

51.500 Confidentiality of Information

In addition to the requirements of General Condition 8, the Offeror understands that the use and disclosure of information concerning Offerors, individuals assisted through this contract is restricted to purposes directly connected with the administration of the Hawaii Medicaid program, and agrees to guard the confidentiality of an Offeror's or individual's information as required by law. The Offeror shall not disclose confidential information to any individual or entity except in compliance with the following:

- 42 CFR Part 431, Subpart F;
- The Administrative Simplification provisions of HIPAA and the regulations promulgated thereunder, including but not limited to the Security and Privacy requirements set forth in 45 CFR Parts 160, 162 and 164, (if applicable);

- Section 346-10, HRS; and
- All other applicable federal and State statutes and administrative rules, including but not limited to:
 - Section 325-101, HRS, relating to persons with HIV/AIDS;
 - Section 334-5, HRS, relating to persons receiving mental health services;
 - Chapter 577A, HRS relating to emergency and family planning services for minor females;
 - 42 CFR Part 2 relating to persons receiving substance abuse services;
 - Chapter 487J, HRS, relating to social security numbers; and
 - Chapter 487N, HRS, relating to personal information.

Access to identifying information shall be limited by the Offeror to persons or agencies that require the information in order to perform their duties in accordance with this contract, including the U.S. Department of Health and Human Services (HHS), the Secretary, the DHS and other individuals or entities as may be required by the DHS. (See 42 CFR Section 431.300, et seq. and 45 CFR Parts 160 and 164.)

Any other party shall be granted access to confidential information only after complying with the requirements of state and federal laws, including but not limited to HIPAA, and regulations pertaining to such access. The Offeror is responsible for knowing and understanding the confidentiality laws listed above as well as any other applicable laws. The Offeror, if it reports services to its eligible beneficiaries, shall comply with all applicable confidentiality laws. Nothing herein shall prohibit the disclosure of information in summary, statistical or other form that does not identify particular individuals, provided that de-identification of protected health information is performed in compliance with the HIPAA Privacy Rule.

Federal and State Medicaid rules, and some other Federal and State statutes and rules, including but not limited to those listed above, are often more stringent than the HIPAA regulations. Moreover, for purposes of this contract, the Offeror agrees that the confidentiality provisions contained in Chapter 17-1702,

HAR, shall apply to the Offeror to the same extent as they apply to MQD.

As part of the contracting process, the Offeror shall sign a Business Associate Agreement (BAA) found in Appendix F to assure compliance with HIPAA regulations.

The Offeror shall implement a secure electronic mail (email) encryption solution to ensure confidentiality, integrity, and authenticity of email communications that contain information relating to individuals assisted through Kokua services.

All breaches of confidential information relating to Medicaid eligible beneficiaries or individuals assisted through Kokua services, shall be reported to the MQD. The Offeror shall notify the MQD within two (2) business days following actual knowledge of a breach of confidentiality, including any use or disclosure of confidential information, any breach of unsecured PHI, and any Security Incident (as defined in HIPAA regulations) of which the Offeror becomes aware with respect to PHI in the custody of the Offeror. In addition, the Offeror shall provide the MQD with a written report of the investigation and mitigation efforts within thirty (30) calendar days of the discovery of the breach. The Offeror shall work with MQD to ensure that the breach has been mitigated and reporting requirements, if any, or complied with. The actual requirements found in this section shall be detailed in all provider and subcontractor agreements.

51.600 Audit Requirements

The state and federal standards for audits of the DHS designees, contractors and programs conducted under contract are applicable to this subsection and are incorporated by reference into the contract. The DHS, the HHS, or the Secretary may inspect and audit any records of the Offeror and its subcontractors or providers. There shall be no restrictions on the right of the State or Federal government to conduct whatever inspections and audits are necessary to assure quality, appropriateness or timeliness of services and reasonableness of their costs.

51.610 Accounting Records Requirements

The Offeror shall, in accordance with generally accepted accounting practices, maintain fiscal records and supporting documents and related files, papers and reports that adequately reflect all direct and indirect expenditures and management and fiscal practices related to the Offeror's performance of services under the contract.

The Offeror's accounting procedures and practices shall conform to generally accepted accounting principles and the costs properly applicable to the contract shall be readily ascertainable from the records.

51.620 Inclusion of Audit Requirements in Subcontracts

The provisions of Section 51.600 and its associated subsections shall be incorporated in every subcontract/provider agreement.

51.700 Ongoing Inspection of Work Performed

The DHS, the State Auditor of Hawaii, the Secretary, the U.S. Department of Health and Human Services (HHS), CMS, the General Accounting Office (GAO), the Comptroller General of the United States, the Office of the Inspector General (OIG), Medicaid Fraud Control Unit of the Department of the Attorney General, State of Hawaii, or their authorized representatives shall have the right to enter into the premises of the Offeror, all subcontractors and providers, or such other places where duties under the contract are being performed, to inspect, monitor, or otherwise evaluate the work being performed and have access to all records. All inspections and evaluations shall be performed in such a manner to not unduly delay work. This includes timely and reasonable access to the personnel for the purpose of interview and discussion related to the records. All records and files pertaining to the Offeror shall be located in the State of Hawaii at the Offeror's principal place of business or at a storage facility on Oahu that is accessible to the foregoing identified parties.

51.800 Disputes

The parties shall first attempt to resolve all disputes arising under this contract by informal resolution. Where informal resolution cannot be reached, the Offeror shall submit a written request for dispute resolution (by certified mail, return receipt requested) to the Director of the DHS or the Director's duly authorized representative. The Offeror shall be afforded the opportunity to be heard and to present evidence in support of its position in the dispute. The Director of the DHS or the Director's authorized representative shall issue a written decision within ninety (90) days of the Offeror's written request. The decision of the Director of the DHS or the Director's authorized representative shall be final and binding and may only be set aside by a State court of competent jurisdiction where the decision was fraudulent, capricious, arbitrary, or grossly erroneous as to imply bad faith.

Pending any subsequent legal proceedings regarding the final decision, including all appeals, the Offeror shall proceed diligently in the performance of the contract in accordance with the Director's final decision.

Any legal proceedings against the State of Hawaii regarding this RFP or any resultant contract shall be brought in a State court of competent jurisdiction in the City and County of Honolulu, State of Hawaii.

51.900 Liquidated Damages, Sanctions and Financial Penalties

51.910 Liquidated Damages

In the event of any breach of the terms of the contract by the Offeror, liquidated damages shall be assessed against the Offeror in an amount equal to the costs of obtaining alternative Kokua services for individuals seeking insurance coverage. The damages shall include, without limitation, the difference in the administrative fee paid to the Offeror and the fee paid to a replacement Offeror.

Notwithstanding the above, the Offeror shall not be relieved of liability to the State for any damages sustained by the State due to the Offeror's breach of the contract.

The DHS may withhold amounts for liquidated damages from payments to the Offeror until such damages are paid in full.

51.920 Sanctions

The DHS may impose sanctions for non-performance or violations of contract requirements. Sanctions shall be determined by the State and may include:

- Imposing civil monetary penalties (as described below);
- Suspending payment, or;
- Terminating the contract (as described in Section 51.400).

The DHS will provide written notice that explains the basis and nature of the sanction. The Offeror may dispute the finding through procedures identified in Section 51.800.

The civil or administrative monetary penalties imposed by the DHS on the Offeror shall not exceed the maximum amount established by federal statutes and regulations.

The civil monetary penalties that may be imposed on the Offeror by the State are as follows:

Number	Activity	Penalty
1	Misrepresentation of actions or falsification of information furnished to the CMS or the State	A maximum of one hundred thousand dollars (\$100,000) for each determination
2	Failure to implement requirements stated in the Offeror’s proposal, the RFP or the contract, or other material failures in the Offeror’s duties	A maximum of fifty thousand dollars (\$50,000) for each determination
3	Misrepresentation or false statements to individuals assisted through this contract, or health plans	A maximum of twenty-five thousand dollars (\$25,000) for each determination

Number	Activity	Penalty
4	Violation of any of the other applicable requirements of Sections 1903(m), 1905(t)(3) or 1932 of the Social Security Act and any implementing regulations	A maximum of twenty-five thousand dollars (\$25,000) for each determination
5	Not providing services to the individuals because of a discriminatory practice	A maximum of fifteen thousand dollars (\$15,000) for each incident the State determines was not providing services to individuals because of a discriminatory practice
7	Failure to report confidentiality breaches relating to individuals assisted by Kokua to the DHS by the specific deadlines provided in Section 51.500	One hundred dollars (\$100) per day per incident. A maximum of twenty-five thousand dollars (\$25,000) until the reports are received

52.100 Compliance with Laws

In addition to the requirements of General Condition 1.3, Compliance with Laws, the Offeror shall comply with the following:

52.110 Wages, Hours and Working Conditions of Employees Providing Services

Pursuant to Section 103-55, HRS, services to be performed by the Offeror and its subcontractors or providers shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work. Additionally, the Offeror shall comply with all applicable Federal

and State laws relative to workers compensation, unemployment compensation, payment of wages, prepaid healthcare, and safety standards. Failure to comply with these requirements during the contract period shall result in cancellation of the contract unless such noncompliance is corrected within a reasonable period as determined by the DHS. Final payment under the contract shall not be made unless the DHS has determined that the noncompliance has been corrected. The Offeror shall complete and submit the Wage Certification provided in Appendix C.

52.120 Compliance with other Federal and State Laws

The Offeror shall agree to conform to the following federal and state laws as affect the delivery of services under the Contract including, but not limited to:

- Titles VI, VII, XIX, and XXI of the Social Security Act;
- Title VI of the Civil Rights Act of 1964;
- The Age Discrimination Act of 1975;
- The Rehabilitation Act of 1973;
- The Americans with Disability Act;
- The Patient Protection and Affordable Care Act of 2010;
- Chapter 489, HRS (Discrimination in Public Accommodations);
- Education Amendments of 1972 (regarding education programs and activities);
- Copeland Anti-Kickback Act;
- Davis-Bacon Act;
- Debarment and Suspension;
- All applicable standards, orders or regulations issued under section 306 of the Clean Air Act (42 USC 1857 (h)), section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15) and the Federal Water Pollution Control Act, as amended (33 U.S.C. Section 1251, *et seq.*);
- The Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352); and

- E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375 "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor".

The Offeror shall recognize mandatory standards and policies relating to energy efficiency that are contained in any State energy conservation plan developed by the State in accordance with the Energy Policy and Conservation Act (Pub. L. 94-163, Title III, Part A).

The Offeror shall include notice of grantor agency requirements and regulations pertaining to reporting and patient rights under any contracts involving research, developmental, experimental or demonstration work with respect to any discovery or invention which arises or is developed in the course of or under such contract, and of grantor agency requirements and regulations pertaining to copyrights and rights in data.

52.200 Miscellaneous Special Conditions

52.210 Use of Funds

The Offeror shall not use any public funds for purposes of entertainment or perquisites and shall comply with any and all conditions applicable to the public funds to be paid under the contract, including those provisions of appropriate acts of the Hawaii State Legislature or by administrative rules adopted pursuant to law.

52.220 Prohibition of Gratuities

Neither the Offeror nor any person, firm or corporation employed by the Offeror in the performance of the contract shall offer or give, directly or indirectly, to any employee or designee of the State of Hawaii, any gift, money or anything of value, or any promise, obligation, or contract for future reward or compensation at any time during the term of the contract.

52.230 Publicity

General Condition 6.1 is amended to read as follows: Acknowledgment of State Support. The Offeror shall not use the State's, DHS's, MQD's name, logo or other identifying marks on any materials produced or issued without the prior written consent of the DHS. The Offeror also agrees not to represent that it was supported by or affiliated with the State of Hawaii without the prior written consent of the DHS.

52.240 Force Majeure

If the Offeror is prevented from performing any of its obligations hereunder in whole or in part as a result of major epidemic, act of God, war, civil disturbance, court order or any other cause beyond its control, the Offeror shall make a good faith effort to perform such obligations through its then-existing facilities and personnel; and such non-performance shall not be grounds for termination for default.

Neither party to the contract shall be responsible for delays or failures in performance resulting from acts beyond the control of such party.

Nothing in this section shall be construed to prevent the DHS from terminating the contract for reasons other than default during the period of events set forth above, or for default if such default occurred prior to such event.

52.250 Attorney's Fees

In addition to costs of litigation provided for under General Condition 5.2, in the event that the DHS shall prevail in any legal action arising out of the performance or non-performance of the contract, or in any legal action challenging a final decision, the Offeror shall pay, in addition to any damages, all of the DHS' expenses of such action including reasonable attorney's fees and costs. The term "legal action" shall be deemed to include administrative proceedings of all kinds, as well as all actions at law or in equity.

52.260 Time is of the Essence

Time is of the essence in the contract. As such, any reference to "days" shall be deemed calendar days unless otherwise specifically stated.

SECTION 60 TECHNICAL PROPOSAL

60.100 Introduction

The following sections describe the required content and format for the technical proposal. These sections are designed to ensure submission of information essential to understanding and evaluating the proposal. Page limits are noted when relevant. Unless otherwise specified, no particular format is required.

The mandatory proposal shall include the following sections (Sections 60.200 to 60.300):

- Proposal Application forms (Appendix C) that includes Proposal Letter
- Transmittal Letter

The technical proposal shall include the following sections (Sections 60.500 to 60.800):

- Executive Summary
- Company Background and Experience
- Organization and Staffing
- Targeted Area and Population

The Offeror must state specifically where each requirement noted above is met within the RFP.

60.200 Proposal Letter

The proposal letter (refer to Appendix C) shall be signed by an individual authorized to legally bind an Offeror. Please provide a Corporate Resolution or a certificate of authority to sign on behalf of the company.

60.300 Transmittal Letter

The transmittal letter shall be on official business letterhead and shall be signed by an individual authorized to legally bind the Offeror. It shall include:

- A. A statement indicating that the Offeror is a corporation or other legal entity. All subcontractors shall be identified

and a statement included indicating the percentage of work to be performed by the prime Offeror and each subcontractor, as measured by percentage of total contract price. If subcontractors will not be used for this contract, a statement to this effect shall be included.

- B. A statement that the Offeror is registered to do business in Hawaii and has a State of Hawaii General Excise Tax License, if applicable. Provide the Hawaii Excise Tax number (if applicable).
- C. A statement that the Offeror's Hawaii Compliance Express is current and provide a copy of the "Certificate of Vendor Compliance" conducted no later than seven (7) days prior to proposal submission.
- D. A statement identifying all amendments and addenda to this RFP issued by the issuing office and received by the Offeror. If no amendments or addenda have been received, a statement to that effect should be included.
- E. A statement of affirmative action that the Offeror does not discriminate in its employment practices with regard to race, color, religion, creed, ancestry, marital status, age, sex including gender identity or expression, sexual orientation, national origin, arrest and court records, or mental or physical handicap, except as provided by law;
- F. A statement that neither cost nor pricing is included in this letter or the technical proposal.
- G. A statement that no attempt has been made or will be made by the Offeror to induce any other party to submit or refrain from submitting a proposal.
- H. A statement that the person signing this proposal certifies that he/she is the person in the Offeror's organization responsible for, or authorized to make, decisions as to the prices quoted, that the offer is firm and binding, and that he/she has not participated and will not participate in any action contrary to the above conditions.
- I. A statement that the Offeror has read, understands and agrees to all provisions of this RFP.

- K. A statement that it is understood that if awarded the contract, the Offeror's organization will deliver the goods and services meeting or exceeding the specifications in the RFP and amendments.

60.400 Financial Status

The financial status of an Offer or shall be reviewed in order to determine the financial solvency of the organization.

60.410 Financial Statements

The latest audited Financial statements for the applicable legal entity and any subcontractor that is providing at a minimum of twenty (20%) of the work shall be provided.

If an Offeror seeks confidentiality on a part of a submission, each page of the section of that submission which is sought to be protected must be marked as "Proprietary" and an explanation of how substantial competitive harm would occur if that information was released upon request. If the explanation is sufficient, then, to the extent permitted by the exemptions in Section 92F-13, HRS, 45 CFR Part 5, Office of Information Practices, or a Court, the affected section may be deemed confidential. Blanket labeling of the entire document as "Proprietary," however, is inappropriate.

60.500 Executive Summary

The executive summary should provide DHS with a broad understanding of the entire proposal. The executive summary shall clearly and concisely condense and highlight the contents of the technical proposal.

60.600 Company Background and Experience (Not to Exceed 2 pages)

The company background and experience section shall include for the Offeror your mission statement and brief summary of your organization. If the Offeror is a coalition of organizations, identify which organization is the primary Offeror and provide

brief background information for each coalition participant/subcontractor.

60.610 Background of the Company

A description of the history of the company shall include, but not limited to the following:

- The legal name any names under which the Offeror has done business;
- Address, telephone number and email address of the Offerors headquarter office;
- Date company was established;
- Date company began operations;
- A general description of the primary business of your organization and its experience working with a Medicaid population;
- A brief history and current company ownership including the ultimate parent organization and major shareholders/principals. An out-of-state Offeror must become duly qualified to do business in the State of Hawaii before a contract can be executed;
- Ownership of the company, including names and address of offices and directors;
- Home office location and all other offices (by city and state);
- Location of office from which any contract would be administered;
- Name, address and telephone number of the Offeror's point of contact for a contract resulting from this RFP;
- Disclosure of any past and pending litigation (within ten (10) years) both in and out of the State of Hawaii for which the company is a party, including the disclosure of any outstanding judgement, if applicable, please explain.

60.620 Partnerships (Not to Exceed 2 pages)

The details of company experience, resources, qualifications, including subcontractor/partnership experience providing

outreach and enrollment assistance and other relevant experience.

- Offerors should clearly identify their experience. Include any States or other programs for which Offeror has provided outreach services. The project team should be clearly identifiable and reference should be made to any staff to be utilized for this proposal.

60.630 References

Offerors will list, on Appendix D, three (3) references (e.g. companies or government agencies) for whom services similar to those requested herein were within the last two years, or are currently being performed. The State reserves the right to contact the references provided.

60.700 Organization and Staffing Experience (Not to Exceed 2 Pages)

The organization and staffing section shall include a description of proposed personnel and management, supervisory and key personnel. The information should provide the State with a clear understanding of the organization, functions of key personnel, how partnerships, if applicable, will be administered and function to meet the requirements of this RFP.

The Offeror shall provide an estimate of the proposed number of staff, hours and resources to be engaged to complete the contracted activities.

60.710 Work Plan (Not to Exceed 2 pages)

The Offeror shall describe the plan to provide outreach and enrollment assistance. The Work Plan shall include but not be limited to:

- The number of Kokua that will be utilized to meet RFP requirements;
- Ability to serve the cultural and/or language needs of the targeted populations;

- Estimated number, type of outreach events that the Offeror plans to hold or in which you will participate in a contract year.
- Estimated number of assisted applications per month (including new and renewals).
- Describe any plans to develop and/or distribute educational materials or obtain free media coverage.

60.720 Project Management (Not To Exceed 2 Pages)

Provide a description of how the management and provision of services will be done within your organization. The description should include, but is not limited to:

- Identifying how Kokua will be supervised and supported;
- How complaints received against your Kokua will be handled;
- How the Offeror will manage and track the funds received from DHS for the provision of services
- If Offeror is collaborating with other organizations, describe how the collaborative members will work together and what role each member organization will provide;
- Describe how the services provided under this RFP will be tracked and collected for required reporting;
- Describe how your organization will evaluate the success of the services you and the Kokua provide.

60.800 Targeted Area and Population (Not To Exceed 2 Pages)

Identify the specific islands and regions of the state and any targeted populations you will serve, include the primary languages of those you propose to serve as well as the language capabilities of your Kokua, and an estimated of the number of people you intend to assist.

SECTION 70 BUSINESS PROPOSALS

70.100 Introduction

Offerors shall calculate and propose a firm fixed price for each of the requirements contained on the pricing schedules within this section. The requirements and schedules are:

- Total Proposal Price
- Start-Up Tasks
- On-going Tasks
- Personnel Billing Rates Proposal

Required formats for the pricing schedules that shall be used by Offerors in preparing their business proposals are included later in this section of the RFP.

70.200 Budget Proposal Requirements (Not to Exceed 2 Pages)

The business proposal (Appendix G) shall include all of the following information:

70.210 Budget Proposal Narrative

The Offeror shall provide a detailed budget proposal that includes, but is not limited to:

- A. Separate line items for personnel salary, benefits, travel (mileage included shall not exceed the current federal rate);
- B. Outreach services and supplied (not to exceed 20% of the total budget);
- C. Indirect/administrative expenses (not to exceed 10% of the total budget);
- D. For personnel costs, the budget proposal must include the total personnel expenses of all staff who will be assigned to support this contract. If an existing part-time or any percentage less than 1.0 FTE is assigned to work on this contract, explain how you will track the time spent specifically working on this contract;

For proposals that is comprised of a coalition of organizations, the primary Offeror must provide detailed FTE costs and allocation for each coalition organization so that the total FTE for the contract is clearly defined.

SECTION 80 PROPOSAL EVALUATION SELECTION

80.100 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.

80.200 Evaluation Process

The DHS shall establish an evaluation committee that shall evaluate designated sections of the proposal. The committee shall consist of members who are familiar with the program and the minimum standards or criteria for the particular area. Additionally, the DHS may, at its discretion, designate additional representatives to assist in the evaluation process. The committee shall evaluate the proposal and document their comments, concerns and questions.

80.300 Mandatory Proposal Evaluation

Each proposal shall be evaluated to determine whether the requirements as specified in this RFP have been met. The proposal shall first be evaluated against the following criteria:

- Proposal was submitted within the closing date and time for proposals as required in Section 20.100;
- The proper number of separately bound copies are in sealed envelopes as required in Section 21.200;
- All information required in Section 60.100, 60.200, and 60.300 has been submitted; and
- Proposal contains the necessary information in the proper order.

A proposal must meet all mandatory requirements prior to the technical evaluation. Any proposal that does not meet all mandatory requirements shall be rejected.

80.400 Proposal Evaluation

The proposals that have met the minimum mandatory requirements shall be evaluated in order to identify those Offerors that meet the minimum technical requirements detailed in this section.

Evaluation Categories

Available Points

Proposal Letter
Transmittal Letter

Pass/Fail
 Pass/Fail

Proposal Application

	Maximum Points	Evaluation Criteria
Targeted Area and Population	20	Is the target area and population an area of need?
Bonus Points: Micronesia Islands Communities	5	Are the Micronesia Islands Communities a major part of the target population of the Offeror
Organization and Background & Partnerships	15	Does the Offeror have a history of successfully serving the target area and population? Does the Offeror have a successful track record of community collaboration?
Experience	15	Does the Offeror have demonstrated experience providing outreach and assistance for health coverage for

		uninsured, under insured or low income populations?
Bonus Points: Successful Marketplace Assister Organization (MAO)or Navigator Organization	5	Is the Offeror a current or past MAO or Navigator with a successful track record or meeting goals and contract requirements?
Work Plan	20	Is the Work Plan sufficient to meet the propose goals? Does the Work Plan identify effective methods of meeting the target population/needs of the target area? Are the goals adequate?
Bonus Points: Bilingual and Bicultural Kokua staff	10	Will the Offeror have or has bilingual and bicultural staff who will be Kokua and able to serve the targeted population in a culturally competent manner?
Project Management	15	Is there sufficient plan and staffing that will be in place to effectively manage and provide services within budgeted resources?

Budget Proposal	15	Is the proposed budget sufficient to support the Work Plan? Does the budget narrative provide a clear description of the proposed budget items? Are the proposed budget items appropriate and demonstrate effective spending practices?
-----------------	----	--

POINTS

100 points

TOTAL POSSIBLE POINTS

120 points

80.500 Technical Evaluation Criteria

Each evaluated category shall be given a rating score using the following rating system:

Table 8-1 Scoring

<u>Rating Score</u>	<u>Description</u>
5	The response has no deficiencies and provides a detailed and comprehensive description that demonstrates the ability to more than minimally meet the contractual requirements.
4	The response has no deficiencies and describes how the requirements will be minimally met.
3	The response has no major deficiencies and only minor deficiencies that are easily correctable.
2	The response has one major deficiency and/or multiple minor deficiencies that do not appear to be easily correctable.
1	The response has multiple major deficiencies that do not appear to be correctable.
0	No response provided.

The Evaluation Committee scores each criterion with a 0, 1, 2, 3, 4, or 5. No fractional scores will be allowed. Scores will be based on the content as communicated in the proposal. Unclear and disorganized presentation of information may impact the evaluators' ability to clearly understand the responsiveness to proposal requirements.

A comment section is provided on the Technical Evaluation Scoring Form. The Evaluation Committee must record a comment for any score of 1, 2, 3 or 5. Comments for criteria receiving a score of 4 are not required.

The Offeror must receive a rating score of 3 for each Evaluation Category or the proposal will not be considered technically acceptable and shall be rejected. Those proposals that do not meet the minimum points to pass each of the required criteria shall be returned to the applicant with a letter of explanation.

The rating score (0-5) shall represent the corresponding conversion factor used to calculate the points awarded for each Evaluation Category listed in section 80.400, as follows:

<u>Rating Score</u>	<u>Conversion Factor</u>
0	0
1	25%
2	50%
3	75%
4	88%
5	100%

The total maximum number of points available for each Evaluation Category will be multiplied by the applicable conversion factor, based on the rating score given, to determine the number of points awarded for the Evaluation Category. The points awarded for each Evaluation Category shall be totaled to yield a final score. The Offeror with the highest final score shall be awarded the contract.

Scoring will be based on the entire content of the proposal and the information as communicated to the evaluators. The information contained in any part of the proposal may be evaluated by the DHS with respect to any other scored section of

the proposal. Lack of clarity and inconsistency in the proposal will impede effective communication of the content and may result in a lower score.

The broad criteria for each Evaluation Category are listed below and includes consideration of the specific elements identified in Section 60. MQD reserves the right to add, delete or modify any criteria in accordance with applicable procurement rules.

All proposals that meet a minimum score of 75% on the technical proposal evaluation shall be evaluated for its business proposal.

80.510 Proposal Letter (Pass/Fail)

- Signed by an individual authorized to legally bind the Offeror;
- Include a Corporate Resolution or a certificate of authority to sign on behalf of the company; and

If the proposal letter is incomplete, the proposal will be rejected and not be scored and will be returned to the Offeror since this is part of the mandatory requirements established in Section 80.300.

80.515 Transmittal Letter (Pass/Fail)

- On an official letterhead and signed by an individual authorized to legally bind the Offeror; and
- Includes all statements as specified in Section 60.300.

If the Transmittal Letter is incomplete, the proposal will be rejected and not be scored and will be returned to the Offeror since this is part of the mandatory requirements established in Section 80.300.

80.520 Targeted Area and Population (20 points possible)

- Provides clear description of population that will be served and the areas that will be targeted;
- Clearly and concisely condenses the proposal; and

- Provides description of why it is an area of need.
- Five (5) bonus points will be awarded to offerors targeting specific targeted populations that include Micronesian Islands Communities as a major part of the target population.

80.530 Organization and Background (15 points possible)

- Company background that describes the history of the company and a general description of the primary business of the Offeror and its experience working with the Medicaid population or one or more of the targeted populations;
- Company ownership including names and address of Officers and Directors;
- Home office location and all other offices;
- Location of office from which any contract would be administered;
- Information on the contact person for the contract resulting from this RFP; and
- Disclosure of any pending litigation.
- Partnerships that detail company experience, resources, qualifications of subcontractor/partnership experience providing outreach and enrollment assistance.
- Leadership team for the partnership that is clearly identified and staff from partnership organizations that will be utilized for this contract.

80.540 Organization and Staffing Experience (15 points possible)

- Past and current management experience for similar services of like projects in scope;
- Relevant program experience and success in performing projects of similar scope to that described herein;
- Successful track record of community collaboration;
- Qualifications of personnel including education, experience with Medicaid populations and/or targeted populations;

- Offeror has a place of business in the State of Hawaii;
- Capability of organizational and administrative systems located in Hawaii to implement contractual obligations for this RFP;
- How the Offeror's resources identified and allocated will fulfill the requirements of the contract;
- Five (5) Bonus points will be awarded to Offerors who are current or past marketplace assister or navigator organizations with a successful track record of meetings goals and contract requirements; and
- Include all the required information described in Section 60.700.

80.550 Work Plan (20 points possible)

- Offeror describes its plan to provide outreach and enrollment services that includes the number of Kokua that will be utilized to meet RFP requirements for targeted area;
- Offeror has the ability to serve the cultural and/or language needs of the targeted population;
- Includes the estimated number, type of outreach events that will be held or will be attended during a contract year;
- Estimated number of individuals to be assisted with applications and/or renewals in a contract year; and
- Includes plans for development and/or distribution of educational materials.
- Five (5) bonus points will be awarded to Offerors who have or has bilingual and bicultural staff to serve the targeted populations in a culturally competent manner.

80.560 Project Management (15 points possible)

- Identifies how Kokua will be supervised and supported, especially if proposal includes partnerships;
- Includes how complaints against Kokua will be handled;
- How funds received for the contract will be managed and tracked;
- If collaborating/partnering with other organizations, describes how the member organizations will work together and what role each member organization will provide; and

- Describes the services each member organization will provide and how information will flow and decisions will be made.

80.570 Budget Proposal (15 points possible)

- Proposal provides details that include line items for salary, benefits, travel;
- Outreach services and supplies (not to exceed 20% of the total budget);
- Indirect/administrative expenses (not to exceed 10% of the total budget);
- If proposal includes partnerships, the primary Offeror is to provide the cost allocation for each partner for the total FTE and total proposed budget amount is clearly defined.

80.600 Contract Award

The technical and business proposal scores will be combined to determine the winning proposal for each island. The Offeror with the highest score will be awarded the contract.

Upon selection of the Offeror, the DHS shall initiate the contracting process. The Offeror shall be notified in writing that the contract is awarded and that the DHS intends to contract with them. This letter shall serve as notification that the Offeror should begin to develop its programs, materials, policies and procedures for the program.

The contracts shall be awarded on or about the Contract Award date identified in Section 20.100. If an Offeror requests to withdraw its proposal, it must be requested in writing to the MQD before the close of business (4:30 p.m. H.S.T.) on the Contract Award date identified in Section 20.100. After that date, the State expects to enter into a contract with the Offeror.



STATE OF HAWAII
Department of Human Services
REQUEST FOR PROPOSALS (RFP)

**Kokua Services
for the Med-QUEST Program**

**RFP-MQD-2017-002
APPENDICES**



**Med-QUEST Division
Health Care Outreach Branch**

- APPENDIX A - WRITTEN QUESTIONS FORMAT**
- APPENDIX B - RFP INTEREST FORM**
- APPENDIX C - PROPOSAL APPLICATION FORMS**

- SPO-H-200
- PROPOSAL LETTER
- DISCLOSURE STATEMENT
- FINANCIAL REPORTING/PLANNING
- CONTROLLING INTEREST
- BACKGROUND CHECK INFORMATION
- GRIEVANCE SYSTEM
- INSURANCE REQUIREMENTS
- WAGE CERTIFICATION
- PROVIDER STANDARDS OF CONDUCT

- APPENDIX D - REFERENCES**
- APPENDIX E - GENERAL CONDITIONS FOR HEALTH AND HUMAN SERVICES**
- APPENDIX F - BUSINESS ASSOCIATE AGREEMENT**
- APPENDIX G - KOKUA SERVICES BUSINESS PROPOSAL**
 - BUDGET FORMS

APPENDIX A – WRITTEN QUESTIONS FORMAT

Appendix A
Written Questions Format for
Kokua Services
RFP-MQD-2017-002

Applicant Name	Date Submitted	Question #	RFP Section #	RFP Page #	Paragraph #	Question

APPENDIX B – RFP INTEREST FORM

Appendix B

Notification to State Agency of Interest in Responding to an RFP

RFP Number and Title: _____
Organization or Individual: _____

Contact Person Information

First Name : _____ Last Name: _____

Email Address: _____

Telephone: _____

Fax Number: _____

Mailing Address

Street Address or PO Box _____

City _____ State _____ Zip Code _____

Please provide to the agency contact person listed in the Request for Proposals (RFP).

APPENDIX C – PROPOSAL FORMS
SPO-H-200
PROPOSAL LETTER
DISCLOSURE STATEMENT
FINANCIAL REPORTING/PLANNING
CONTROLLING INTEREST
BACKGROUND CHECK INFORMATION
GRIEVANCE SYSTEM
INSURANCE REQUIREMENTS
WAGE CERTIFICATION
PROVIDER STANDARDS OF CONDUCT

STATE OF HAWAII
STATE PROCUREMENT OFFICE
PROPOSAL APPLICATION IDENTIFICATION FORM

STATE AGENCY ISSUING RFP: _____

RFP NUMBER: _____

RFP TITLE: _____

Check one:

Initial Proposal Application

Final Revised Proposal (Completed Items _____ - _____ only)

1. APPLICANT INFORMATION

Legal Name:

Doing Business As:

Street Address:

Mailing Address:

Contact person for matters involving this application:
Name:

Title:

Phone Number:

Fax Number:

e-mail:

2. BUSINESS INFORMATION

Type of Business Entity (*check one*):

Non-Profit Corporation

Limited Liability Company

Sole Proprietorship

For-Profit Corporation

Partnership

If applicable, state of incorporation and date incorporated:

State:

Date:

3. PROPOSAL INFORMATION

Geographic area(s):

Target group(s):

4. FUNDING REQUEST

Appendix

FY G _____

FY _____

FY _____

FY _____

FY _____

FY _____

Grand Total _____

I certify that the information provided above is to the best of my knowledge true and correct.

Authorized Representative Signature

Date Signed

Name and Title

STATE OF HAWAII

Department of Human Services

PROPOSAL LETTER

We propose to furnish and deliver any and all of the deliverables and services named in the attached Request for Proposals for medical services. The administrative rates offered herein shall apply for the period of time stated in said RFP.

It is understood that this proposal constitutes an offer and when signed by the authorized State of Hawaii official will, with the RFP and any amendments thereto, constitute a valid and legal contract between the undersigned applicant and the State of Hawaii.

It is understood and agreed that we have read the State's specifications described in the RFP and that this proposal is made in accordance with the provisions of such specifications. By signing this proposal, we guarantee and certify that all items included in this proposal meet or exceed any and all such State specifications.

We agree, if awarded the contract, to deliver goods or services which meet or exceed the specifications unless proposal is withdrawn in accordance with Section 80.600.

Authorized Date	Applicant's	Signature/Corporate
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DISCLOSURE STATEMENT

Provider NAME/NO. _____

DISCLOSURE STATEMENT FOR THE YEAR ENDED _____

I hereby attest that the information contained in the Disclosure Statement is current, complete and accurate to the best of my knowledge. I also attest that these reported transactions are reasonable, will not impact on the fiscal soundness of the Provider, and are without conflict of interest. I understand that whoever knowingly and willfully makes or causes to be made a false statement or representation on the statement may be prosecuted under applicable state laws. In addition, knowingly and willfully failing to fully and accurately disclose the information requested may result in denial of a request to participate in Kokua Services.

Date Signed

Chief Executive Officer (Name and Title
Typewritten)

Notarized

Signature

**DISCLOSURE STATEMENT
OWNERSHIP**

Provider Name, Provider No.: _____

Address (City, State, Zip): _____

Telephone _____

For the period beginning: _____ and ending _____ Type

of Provider:

- o Staff — A Provider that delivers services through a group practice established to provide health services to Provider members; doctors are salaried,
- o Group — A Provider that contracts with a group practice to provide health services; the group is usually compensated on a capitation basis.
- o IPA — A Provider that contracts with an association of doctors from various settings (some solo practitioners, some groups) to provide health services.
- o Network — A Provider that contracts with two or more group practices to provide health services.

Type of Entity:

- Sole Proprietorship
- Partnership
- Corporation
- Governmental

- For-Profit
- Not-For-Profit
- Other (specify) _____

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

1. The undersigned certifies, to the best of his or her knowledge and belief, that no Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence on 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 Federal grant, the making of any Federal loan, the entering into of any cooperative Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal 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 "Disclosure Form to Report Lobbying" in accordance with its instructions.

3. 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 under 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for such failure.

Applicant: _____
Signature: _____
Title: _____
Date: _____

Financial Reporting Guide Forms
Organization Structure and Financial Planning Form

- 1) If other than a government agency:
a. When was your organization formed?

b. If your organization is a corporation, attach a list of the names and addresses of the Board of Directors.

- 2) License/Certification
a. Indicate all licenses and certifications (i.e., Federal HMO status or State certifications) your organization maintains. Use a separate sheet of paper using the following format:

<u>Service Component</u>	<u>License/Requirement</u>	<u>Renewal Date</u>
--------------------------	----------------------------	---------------------

- b. Have any licenses been denied, revoked, or suspended?

Yes _____ No _____ If yes, please explain:

- 3) Civil Rights Compliance Data

Has any Federal or State agency ever made a finding of noncompliance with any relevant civil rights requirements with respect to your program?

Yes _____ No _____ If yes, please explain:

- 1) Handicapped Assurance

Does your organization provide assurance that no qualified handicapped person will be denied benefits of or excluded from participation in a program or activity because the applicant's facilities (including subcontractors) are inaccessible to or unusable by handicapped persons? (note: check with local zoning ordinances for handicapped requirements)

Yes _____ If yes, briefly describe how such assurances are provided.

No _____ If no, briefly describe how your organization is taking affirmative steps to provide assurance.

- 2) Prior Convictions

List all felony convictions of any key personnel (i.e., Chief Executive Officer, Applicant's Manager, Financial Officers, major stockholders or those with controlling interest, etc.). Failure to make full and complete disclosure shall result in the rejection of your proposal as unresponsive.

- 3) Federal Government Suspension/Exclusion

Has applicant been suspended or excluded from any federal government programs for any reason?

Yes _____ No _____ If yes, please explain:

Financial Planning Form

- 1) Is the applicants accounting system based on a cash, accrual, or modified method?
- a. Cash
 - b. Accrual
 - c. Modified Give brief explanation

- 2) Does the applicant prepare an annual financial statement?

Yes _____ No _____ If yes, please explain:

- 3) Are interim financial statements prepared? Yes _____ No _____

a. If yes, how often are they prepared? _____

- b. If yes, are footnotes and supplementary schedules an integral part of the statements?

Yes _____ No _____

- c. If yes, are actuals analyzed and compared to budgeted amounts?

Yes _____ No _____

- d. If yes, provide a copy of the latest statements including all necessary data to support your answers in (a) through (c) above.

- 4) Is the applicant audited by an independent accounting firm/accountant?

Yes _____ No _____

a. If yes, how often are audits conducted? _____

b. By whom are they conducted? _____

- c. Did this auditor perform that applicant's last audit?

Yes _____ No _____

If no, provide the name, address, and telephone number of the firm that performed the applicant's last audit.

- d. Are management letters on internal controls issued by the accounting firm?

Yes _____ No _____

If yes, attach a copy of the management letter from the latest audit. This must be on the auditor's letterhead and the applicant, by its submission, certifies the letter is unaltered.

If no, the applicant shall provide a comprehensive description of internal control systems. The applicant is responsible for instituting adequate procedures against irregularities and improprieties and enforcing adherence to generally accepted accounting principles.

Yes _____ No _____

e. Do you have any uncorrected audit exceptions?

Yes _____ No _____

If yes, provide a copy of the auditor's management letter (see 4(d) of this form for instructions regarding submittal).

5) Does the applicant have an accounting manual?

Yes _____ No _____

If no, the applicant must explain, if it has proper accounting policies and procedures, and how it provides for the dissemination of such accounting policies and procedures within its organization and what controls exist to ensure the integrity of its financial information. The applicant agrees to furnish copies of such written accounting policies and procedures for inspection upon request from the DHS.

6) Does the applicant have a formal basis to allocate indirect costs reflected in your financial statement?

Yes _____ No _____

Explain principal allocation techniques used or to be used. Note the allocation base used for each type of cost allocated.

7) What types of liability insurance does the applicant have?

a. With what company(s)? _____

b. What is the amount of coverage for each type of insurance? _____

8) Provide a complete analysis of revenues and expenses by business segment (lines of business) and by geographic area (by county) for the applicant or its owner(s).

9) Are there any suits, judgments, tax deficiencies, or claims pending against the applicant?

Yes _____ No _____

Briefly describe each item and indicate probable amount.

10) Has the applicant or its owner(s) ever gone through bankruptcy?

Yes _____ No _____

If yes, when? _____

11) Do(es) the applicant's owner(s) intend to provide all necessary funds to make full and timely payments for liabilities (reported or not recognized)?

Yes _____ No _____

If yes, describe the dollar amount(s) and source(s) of all funding.

If no, briefly describe how your organization is taking affirmative steps to provide funding.

12) Does the applicant have a performance bonding mechanism in accordance with DHS rules?

Yes _____ No _____

If yes, provide the following information:

Amount of Bond \$ _____

Term of Bond _____

Bonding Company _____

Restrictions on Bond _____

If no, describe how the applicant intends to provide a bond and/or security to meet established DHS rules.

13) Does the applicant have a financial management system to account for incurred, but not reported liabilities?

Yes _____ No _____

If no, the applicant must describe in detail (and attach this description to this form) how it intends to manage, monitor and control IBNR's, the applicant, regardless of response (either yes or no) must complete items "a" through "h" below.

a. Is your system capable of accurately forecasting all significant claims prior to receipt of all billing? Yes _____ No _____

b. How often are IBNRs projected? _____

c. Identify all major data sources most often used.

d. Are data from open referrals and prior notifications used?

Yes _____ No _____ If so, how?

e. Are detailed written procedures maintained? Yes _____ No _____

f. Are IBNR amounts compared with actuals and adjusted when necessary?

Yes _____ No _____

g. Is the basis of periodic IBNR estimates well documented?

Yes _____ No _____

h. The applicant must provide a copy of IBNR procedures and a summary of their IBNR practices. If these procedures do not adequately support any response to this item the applicant is cautioned to provide additional data.

Please identify the developer and name of any computerized IBNR system utilized. Indicate if it is administered by internal or external staff. If administered by external staff, state by whom, define how the applicant will control this function. Specify what other IBNR estimation methods will be used to test the accuracy of IBNR estimates, along with the primary system previously identified. (For the purposes of this item "administered" refers to either performing computer related operations or to providing direct supervision of staff operating a system).

14) Does the applicant have a full-time (100%) controller or chief financial officer?

Yes _____ No _____ If yes, enter name: _____

15) Are the following items reported on the applicant's financial statements?

a. Medicare reimbursement Yes _____ No _____

b. Other third-party recoveries Yes _____ No _____

If no, explain why.

Controlling Interest Form

The applicant must provide the name and address of any individual which owns or controls more than ten percent (10%) of stock or that has a controlling interest (i.e., ability to formulate, determine or veto business policy decisions, etc.). Failure to make full disclosure may result in rejection of the applicant's proposal as unresponsive.

Name	Address	Owner or Controller	Has Controlling Interest?	
			Yes	No

Background Check Information Form

The applicant must provide sufficient information concerning key personnel (i.e. Chief Executive Officer, Medical Director, Financial Officer, Consultants, Accountants, Attorneys, etc.) to enable DHS to conduct background checks. Failure to make full and complete disclosure may result in rejection of your proposal as unresponsive. Attach resumes for all individuals listed below.

Name**	Ever known by another		Social Security	Date of Birth	Place of birth
	Yes	No	Account #	(Da/Mo/Yr)	City/County/State

* If yes, provide all other names. Use a separate sheet if necessary.

** For each person listed:

- a. Give addresses for the last ten years
- b. Ever suspended from any Federal program for any reason?

Yes _____ No _____ If yes, please explain.

Grievance System Form

The applicant must complete the form below and submit with this proposal.

I hereby certify that _____

Applicant Name

will have in place on the commencement date of this contract a system for reviewing and adjudicating grievances by recipients and providers arising from this contract in accordance with DHS Rules and as set forth in the Request for Proposal.

I understand such a system must provide for prompt resolution of grievances and assure the participation of individuals with authority to require corrective action.

I further understand the applicant must have a grievance policy for recipients and providers which defines their rights regarding any adverse action by the applicant. The grievance policy shall be in writing and shall meet the minimum standards set forth in this Request for Proposal.

I further understand evaluation of the grievance procedure shall be conducted through documentation submission, monitoring, reporting, and on-site audit, if necessary, by DHS and deficiencies are subject to sanction in accordance with DHS rules.

Authorized Signature

Date

Printed Name

Title

INSURANCE REQUIREMENTS CERTIFICATION

Proposals submitted in response to the RFP must include a Certificate of Liability Insurance (COLI) that meets the requirements of the RFP, summarized in the Checklist and sample Form Acord 25 attached hereto. The successful bidder will be required to provide an updated COLI upon contract award.

Time is of the essence in the execution and performance of the contract resulting from this RFP. Therefore, the Applicant must ensure that the COLI submitted with the proposal and, if applicable, the resulting contract, fully and timely complies with the insurance requirements of this RFP.

By signing below, the Applicant certifies that it has completed the attached Checklist and:

(Check and complete one)

- Applicant has included a current COLI with its proposal that fully meets the insurance coverage requirements contained in the RFP and in the attached Checklist.
- Applicant has included a current COLI with its proposal that meets the insurance coverage requirements contained in the RFP and in the attached Checklist and Form, *except for the following* (explain in detail):

If Applicant is awarded a contract, then Applicant certifies that the foregoing deficiencies will be corrected within five (5) business days after contract award.

Name of Applicant

Authorized Representative Signature

Date

Print Name and Title

CERTIFICATE OF LIABILITY INSURANCE (COLI) CHECKLIST & SAMPLE FORM (ACORD 25
Form (2010/05)¹)

This Checklist must accompany the completed COLI submitted with the proposal and subsequent contract. In the event of a conflict between this Checklist and the terms of the contract, the latter shall prevail.

If a requirement noted below is reflected in a current policy endorsement, a copy of the endorsement may be submitted in lieu of the statement on the COLI. Insurance requirements are subject to oversight by the State of Hawaii Department of Accounting and General Services, Risk Management Office.

NO. CERTIFICATE OF INSURANCE LIABILITY REQUIRED ELEMENTS

- (1) THE DATE THE COLI ISSUED SHOULD NOT BE MORE THAN 15 DAYS FROM THE DATE OF ITS REQUEST. THE COLI SHOULD NOT BE ISSUED OVER 30 DAYS FROM THE DATE OF SUBMISSION.
- (2) THE NAME OF THE "INSURED" MUST MATCH THE NAME OF THE CONTRACTOR/PROVIDER.
- (3) THE INSURER MUST BE LICENSED TO DO BUSINESS IN THE STATE OF HAWAII OR MEET THE REQUIREMENTS OF SECTION 431:8-301, HAWAII REVISED STATUTES.
- (4) THE "COMMERCIAL GENERAL LIABILITY" COVERAGE SHOULD INDICATE COVERAGE ON A "PER OCCURRENCE" BASIS.
- (5) A "POLICY NUMBER" OR BINDER NUMBER SHOULD BE INDICATED.
- (6) THE "EFFECTIVE DATE" SHOULD BE NO LATER THAN THE CONTRACT DATE OR THE FIRST DATE THAT THE CONTRACTOR COMMENCES WORK FOR THE STATE.
- (7) THE "EXPIRATION DATE" SHOULD BE AFTER THE EFFECTIVE DATE OF THE AGREEMENT OR SUPPLEMENTAL AGREEMENT, AS APPLICABLE, AND BE MONITORED TO ENSURE THAT RENEWAL COLI ARE RECEIVED ON A TIMELY BASIS.
- (8) THE LIMITS OF LIABILITY FOR THE FOLLOWING TYPES OF COVERAGE SHOULD BE FOR AT LEAST AS MUCH AS REQUIRED BY THE CONTRACT, NORMALLY IN THE FOLLOWING AMOUNTS (CHECK CONTRACT LANGUAGE FOR SPECIFICS):
 - A. COMMERCIAL GENERAL LIABILITY
\$1 MILLION PER OCCURRENCE, AND
\$2 MILLION IN THE AGGREGATE
 - B. AUTOMOBILE – MAY BE COMBINED SINGLE LIMIT:
BODILY INJURY: \$1 MILLION PER PERSON, \$1 MILLION PER ACCIDENT
PROPERTY DAMAGE: \$1 MILLION PER ACCIDENT
 - C. WORKERS COMPENSATION/EMPLOYERS LIABILITY
(E.L.) E.L. EACH ACCIDENT: \$1 MILLION
E.L. DISEASE: \$1 MILLION PER EMPLOYEE, \$1 MILLION POLICY LIMIT
E.L. \$1 MILLION AGGREGATE

¹ The Contractor should use the Acord form currently in use at the time of submission with the contract.

NO. CERTIFICATE OF INSURANCE LIABILITY REQUIRED ELEMENTS

D. PROFESSIONAL LIABILITY
\$1 MILLION PER CLAIM, AND
\$2 MILLION ANNUAL AGGREGATE

- (9) "ANY AUTO" COVERAGE IS REQUIRED, OR IF NOT MARKED, "HIRED AUTOS" AND "NON-OWNED AUTOS" SHOULD BE INDICATED. IF THERE ARE NO CORPORATE-OWNED AUTOS, THEN THE "HIRED & NON-OWNED AUTO" MAY BE ENDORSED TO THE COMMERCIAL GENERAL LIABILITY TO SATISFY THIS REQUIREMENT.
- (10) IF THE LIMITS OF LIABILITY SHOWN FOR GENERAL LIABILITY OR AUTOMOBILE LIABILITY ARE LESS THAN REQUIRED BY CONTRACT, THEN UMBRELLA LIABILITY WITH COMBINED LIMIT MAY SATISFY THE MINIMUM REQUIREMENT AND THE STATE LISTED AS "ADDITIONAL INSURED" ON THE UMBRELLA POLICY OR THE UMBRELLA POLICY IS NOTED AS "FOLLOW FORM" ON THE CERTIFICATE.
- (11) NOTE: THE STATE REQUIRES HIGHER LIMITS OF \$1 MILLION, AS COMPARED TO THE BASIC LIMITS REQUIRED BY STATE LAW REGARDING WORKERS COMPENSATION COVERAGE.
- (12) THE REQUIRED "PROFESSIONAL LIABILITY" COVERAGE SHOULD BE INDICATED IN THIS SECTION.
- (13) THE "ADDL INSR" BOX SHOULD BE CHECKED TO INDICATE THAT THE STATE IS AN ADDITIONAL INSURED UNDER THE POLICY(IES), OR NOTED IN THE DESCRIPTION OF OPERATION BOX AT THE BOTTOM OF THE FORM.
- (14) THE "CERTIFICATE HOLDER" SHOULD BE THE NAME AND ADDRESS OF THE DEPARTMENT OF HUMAN SERVICES/MED-QUEST DIVISION, 1001 KAMOKILA BOULEVARD, SUITE 317, KAPOLEI, HAWAII 96707
- (15) THE COLI SHOULD BE SIGNED BY THE INSURANCE AGENT OR AN INSURANCE COMPANY REPRESENTATIVE.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES BOX: THIS SECTION SHOULD CONTAIN THE FOLLOWING LANGUAGE:

THE STATE OF HAWAII IS AN ADDITIONAL INSURED WITH RESPECT TO OPERATIONS PERFORMED FOR THE STATE OF HAWAII. ANY INSURANCE MAINTAINED BY THE STATE OF HAWAII SHALL APPLY IN EXCESS OF, AND NOT CONTRIBUTE WITH, INSURANCE PROVIDED BY THIS POLICY.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT PERSON:	FAX:	
	PHONE:	INS. Lic. No.:	
INSURED	ADDRESS:	INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A:	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSUR LTR	TYPE OF INSURANCE	ADD. INSURER	POLICY NUMBER	POLICY PER. (MM/DD/YYYY)	POLICY PER. (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in OH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER	CANCELLATION
	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>

Wage Certification

Pursuant to Section 103-55, Hawaii Revised Statutes, I hereby certify that if awarded the contract In excess of \$25,000, the services to be performed will be performed under the following conditions:

1. The services to be rendered shall be performed by employees paid as 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.
2. All applicable laws of the Federal and State governments relating to worker's compensation, unemployment insurance, payment of wages, and safety will be fully complied with.

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

Applicant: _____
Signature: _____
Title: _____
Date: _____

**PROVIDER'S
STANDARDS OF CONDUCT DECLARATION**

For the purposes of this declaration:

“Agency” means and includes the State, the legislature and its committees, all executive departments, boards, commissions, committees, bureaus, offices; and all independent commissions and other establishments of the state government but excluding the courts.

“Controlling interest” means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty per cent (50%).

“Employee” means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges. (Section 84-3, HRS).

On behalf of:

(Name of PROVIDER)

PROVIDER, the undersigned does declare as follows:

1. PROVIDER is* is not a legislator or an employee or a business in which a legislator or an employee has a controlling interest. (Section 84-15(a), HRS).
2. PROVIDER has not been represented or assisted personally in the matter by an individual who has been an employee of the agency awarding this Contract within the preceding two years and who participated while so employed in the matter with which the Contract is directly concerned. (Section 84-15(b), HRS).
3. PROVIDER has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Contract and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of this Contract, if the legislator or employee had been involved in the development or award of the Contract. (Section 84-14 (d), HRS).
4. PROVIDER has not been represented on matters related to this Contract, for a fee or other consideration by an individual who, within the past twelve (12) months, has been an agency employee, or in the case of the Legislature, a legislator, and participated while an employee or legislator on matters related to this Contract. (Sections 84-18(b) and (c), HRS).

PROVIDER understands that the Contract to which this document is attached is voidable on behalf of the STATE if this Contract was entered into in violation of any provision of chapter 84, Hawai'i Revised Statutes, commonly referred to as the Code of Ethics, including the provisions which are the source of the

* Reminder to agency: If the “is” block is checked and if the Contract involves goods or services of a value in excess of \$10,000, the Contract may not be awarded unless the agency posts a notice of its intent to award it and files a copy of the notice with the State Ethics Commission. (Section 84-15(a), HRS).

CONTRACT NO. _____

declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the STATE.

PROVIDER

By _____
(Signature)

Print Name _____

Print Title _____

Date _____

APPENDIX D – REFERENCES

APPENDIX D

CLIENT REFERENCES

The Offeror is required to supply the State with names, addresses, and telephone numbers of three (3) customers for which the Offeror has supplied products and services that are similar to those being requested in this RFP. All work for these references must have been performed within the past two- (2) years. Only three (3) references should be submitted in the proposal submission packet.

1. Client Name: _____

Client Address: _____

Reference Name _____

Current Phone: _____

2. Client Name: _____

Client Address: _____

Reference Name _____

Current Phone: _____

3. Client Name: _____

Client Address: _____

Reference Name _____

Current Phone: _____

APPENDIX E – GENERAL CONDITIONS FOR HEALTH AND HUMAN SERVICES CONTRACT

**GENERAL CONDITIONS FOR HEALTH & HUMAN SERVICES CONTRACTS
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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.

APPENDIX F – BUSINESS ASSOCIATE AGREEMENT

**EXHIBIT A
BUSINESS ASSOCIATE AGREEMENT**

The STATE has determined that it is a Covered Entity or a Health Care Component of a Covered Entity under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), as amended, and its implementing regulations at 45 CFR parts 160 and 164 (the HIPAA Rules).

The CONTRACTOR or PROVIDER under the Contract to which this Exhibit A is attached (the Contract) will provide to STATE certain services described in the Contract and may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under the Contract. To the extent the CONTRACTOR or PROVIDER needs to create, receive, maintain or transmit Protected Health Information to perform services under the Contract, it will be acting as a Business Associate¹ of STATE and will be subject to the HIPAA Rules and the terms of this Business Associate Agreement (this Agreement). The CONTRACTOR or PROVIDER, as applicable, is, therefore, referred to as "BUSINESS ASSOCIATE" in this Agreement.

In consideration of STATE's and BUSINESS ASSOCIATE's continuing obligations under the Contract, and the mutual agreements below, the parties agree as follows:

1. DEFINITIONS.

Except for terms otherwise defined herein, and unless the context indicates otherwise, any other capitalized terms used in this Agreement and the terms "person," "use," and "disclosure" are defined by the HIPAA Rules. A change to the HIPAA Rules that modifies any defined term, or which alters the regulatory citation for the definition, shall be deemed incorporated into this Agreement.

Breach² means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule or as provided for by this Agreement, which compromises the security or privacy of the PHI.

An acquisition, access, use, or disclosure of PHI in a manner not permitted by the Privacy Rule is presumed to be a breach unless the BUSINESS ASSOCIATE demonstrates to the STATE's satisfaction that there is a low probability that the PHI has been compromised based on a risk assessment that identifies at least the following: (i) the nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification; (ii) the unauthorized person who used the PHI or to whom the disclosure was made; (iii) whether the PHI was actually acquired or viewed; and (iv) the extent to which the risk to the PHI has been mitigated.

Breach excludes:

- A. Any unintentional acquisition, access or use of PHI by a Workforce member or person acting under the authority of the BUSINESS ASSOCIATE if such acquisition, access, or

¹ Business Associate is defined at 45 CFR §160.103

² Breach: 45 CFR §164.402.

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use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the Privacy Rule.

- B. Any inadvertent disclosure by a person who is authorized to access PHI at the BUSINESS ASSOCIATE to another person authorized to access PHI at the same BUSINESS ASSOCIATE, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under the Privacy Rule.
- C. A disclosure of PHI where the BUSINESS ASSOCIATE has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

Designated Record Set means records, including but not limited to PHI maintained, collected, used, or disseminated by or for the STATE relating to (i) medical and billing records about Individuals maintained by or for a covered Health Care Provider, (ii) enrollment, Payment, claims adjudication, and case or medical management records systems maintained by or for a Health Plan, or (iii) that are used in whole or in part by the STATE to make decisions about Individuals.³

Electronic Protected Health Information (EPHI) means PHI that is transmitted by Electronic Media or maintained in Electronic Media.⁴

HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and Part 164.

Individual means the person who is the subject of Protected Health Information, and shall include a person who qualifies as a personal representative under 45 CFR §164.502(g) of the HIPAA Rules.⁵

Privacy Rule means the HIPAA Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160, and part 164, subparts A and E.

Protected Health Information (PHI) means any oral, paper or electronic information, data, documentation, and materials, including, but not limited to, demographic, medical, genetic and financial information that is created or received by a Health Care Provider, Health Plan, Employer, or Health Care Clearinghouse, and relates to the past, present, or future physical or mental health or condition of an Individual; the provision of health care to an Individual; or the past, present, or future payment for the provision of health care to an Individual; and that identifies the Individual or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual. For purposes of this Agreement, the term Protected Health Information is limited to the information created, maintained, received, or transmitted by BUSINESS ASSOCIATE on behalf of or from the STATE under the Contract. Protected Health Information includes without limitation EPHI, and excludes education records under 20 U.S.C. §1232(g), employment records held by the STATE as an

³ Designated Record Set: 45 CFR §164.501.

⁴ Electronic Protected Health Information: 45 CFR §160.103

⁵ Individual: 45 CFR §160.103; 164.502(g)

employer, and records regarding an Individual who has been deceased for more than 50 years.⁶

Security Rule means the HIPAA Security Standards for the Protection of Electronic Protected Health Information at 45 CFR part 160, and part 164, subpart C.

Unsecured Protected Health Information or Unsecured PHI means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of technology or methodology specified by the Secretary under section 13402(h)(2) of Public Law 111-5.⁷

2. BUSINESS ASSOCIATE'S OBLIGATIONS.

BUSINESS ASSOCIATE agrees to:

- a. Not use or disclose PHI other than as permitted or required by this Agreement or as Required By Law. In no event may BUSINESS ASSOCIATE use or further disclose PHI in a manner that would violate the Privacy Rule if done by the STATE, except as expressly provided in this Agreement.⁸
- b. Implement appropriate safeguards, and comply, where applicable, with the Security Rule to ensure the confidentiality, integrity, and availability of all EPHI the BUSINESS ASSOCIATE creates, receives, maintains, or transmits on behalf of the STATE; protect against any reasonably anticipated threats or hazards to the security or integrity of EPHI; prevent use or disclosure of PHI other than as provided for by this Agreement or as Required by Law; and ensure compliance with the HIPAA Rules by BUSINESS ASSOCIATE's Workforce.⁹ These safeguards include, but are not limited to:
 - (i) Administrative Safeguards. BUSINESS ASSOCIATE shall implement policies and procedures to prevent, detect, contain, and correct security violations, and reasonably preserve and protect the confidentiality, integrity and availability of EPHI, as required by 45 CFR §164.308, and enforcing those policies and procedures, including sanctions for anyone not found in compliance;¹⁰
 - (ii) Technical and Physical Safeguards. BUSINESS ASSOCIATE shall implement appropriate technical safeguards to protect PHI, including access controls, authentication, and transmission security, as well as implement appropriate physical safeguards to protect PHI, including workstation security and device and media controls;¹¹ and

⁶ Protected Health Information: 45 CFR §160.103

⁷ Unsecured Protected Health Information: 45 CFR §164.402

⁸ 45 CFR §§164.502(a)(3), 164.504(e)(2)(ii)(A)

⁹ 45 CFR §164.306(a)

¹⁰ 45 CFR §164.308

¹¹ 45 CFR §§ 164.310, 164.312

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- (iii) Training. BUSINESS ASSOCIATE shall provide training to relevant Workforce members, including management, on how to prevent the improper access, use or disclosure of PHI; and update and repeat training on a regular basis.¹²
- c. In accordance with 45 CFR §164.316, document the required policies and procedures and keep them current, and shall cooperate in good faith in response to any reasonable requests from STATE to discuss, review, inspect, and/or audit BUSINESS ASSOCIATE's safeguards. BUSINESS ASSOCIATE shall retain the documentation required for six (6) years from the date of its creation or the date when it last was in effect, whichever is later.¹³
- d. Ensure that any subcontractor of BUSINESS ASSOCIATE that creates, receives, maintains, or transmits PHI on behalf of BUSINESS ASSOCIATE agrees in writing to the same restrictions, conditions and requirements that apply to BUSINESS ASSOCIATE through this Agreement with respect to such PHI.¹⁴
- e. Notify the STATE following discovery of any use or disclosure of PHI not permitted by this Agreement of which it becomes aware, or any Breach of Unsecured PHI.¹⁵
 - (i) BUSINESS ASSOCIATE shall immediately notify the STATE verbally.
 - (ii) BUSINESS ASSOCIATE shall subsequently notify the STATE in writing, without unreasonable delay, and in no case later than two (2) business days following discovery of the impermissible use or disclosure of PHI, or Breach of Unsecured PHI.
 - (iii) A Breach of Unsecured PHI shall be treated as discovered by the BUSINESS ASSOCIATE as of the first day on which such breach is known to the BUSINESS ASSOCIATE or, by exercising reasonable diligence, would have been known to the BUSINESS ASSOCIATE. BUSINESS ASSOCIATE shall be deemed to have knowledge of a Breach if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of the BUSINESS ASSOCIATE.¹⁶
- f. Take prompt corrective action to mitigate, to the extent practicable, any harmful effect that is known to BUSINESS ASSOCIATE of a Security Incident or a misuse or unauthorized disclosure of PHI by BUSINESS ASSOCIATE in violation of this Agreement, and any other action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations. BUSINESS ASSOCIATE shall reasonably cooperate with the STATE's efforts to seek appropriate injunctive relief or

¹² 45 CFR §164.308(a)(5)

¹³ 45 CFR §§164.306 – 164.316; 164.504(e)(2)(ii)(B)

¹⁴ 45 CFR §§164.308(b), 164.314(a)(2), 164.502(e), 164.504(e)(2)(ii)(D)

¹⁵ 45 CFR §§164.314(a)(2), 164.410(a), 164.504(e)(2)(ii)(C)

¹⁶ 45 CFR §164.410(a)(2)

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otherwise prevent or curtail potential or actual Breaches, or to recover its PHI, including complying with a reasonable corrective action plan.¹⁷

- g. Investigate such Breach and provide a written report of the investigation and resultant mitigation to STATE within thirty (30) calendar days of the discovery of the Breach.
- h. Provide the following information with respect to a Breach of Unsecured PHI, to the extent possible, as the information becomes available, to the STATE's DHS Information Security / HIPAA Compliance Manager:
 - (i) The identification of each Individual whose Unsecured PHI has been, or is reasonably believed by BUSINESS ASSOCIATE to have been accessed, acquired, used, or disclosed during the breach; and
 - (ii) Any other available information that the STATE is required to include in notification to the Individual under the HIPAA Rules, including, but not limited to the following:¹⁸
 - A. Contact information for Individuals who were or who may have been impacted by the HIPAA Breach (e.g., first and last name, mailing address, street address, phone number, and email address);
 - B. A brief description of the circumstances of the Breach, including the date of the Breach and date of discovery, if known;
 - C. A description of the types of Unsecured PHI involved in the Breach (such as whether the full name, social security number, date of birth, address, account number, diagnosis, diagnostic, disability and/or billing codes, or similar information was involved);
 - D. A brief description of what the BUSINESS ASSOCIATE has done or is doing to investigate the Breach, mitigate harm to the Individual(s) impacted by the Breach, and protect against future Breaches; and
 - E. Contact information for BUSINESS ASSOCIATE's liaison responsible for investigating the Breach and communicating information relating to the Breach to the STATE.
- i. Promptly report to STATE any Security Incident of which BUSINESS ASSOCIATE becomes aware with respect to EPHI that is in the custody of BUSINESS ASSOCIATE, including breaches of Unsecured PHI as required by §164.410, by contacting the DHS Information Security / HIPAA Compliance manager.¹⁹
- j. Implement reasonable and appropriate measures to ensure compliance with the requirements of this Agreement by Workforce members who assist in the performance of

¹⁷ 45 CFR §§164.308(a)(6); 164.530(f)

¹⁸ 45 CFR §§164.404(c)(1), 164.408, 164.410(c)(1) and (2)

¹⁹ 45 CFR §§164.314(a)(2), 164.410

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functions or activities on behalf of the STATE under this Agreement and use or disclose PHI, and discipline such Workforce members who intentionally violate any provisions of these special conditions, which may include termination of employment.²⁰

- k. Make its internal policies, procedures, books and records relating to the use and disclosure of PHI received from, or created or received by BUSINESS ASSOCIATE on behalf of, the STATE available to the Secretary or to STATE if necessary or required to assess BUSINESS ASSOCIATE's or the STATE's compliance with the HIPAA Rules. BUSINESS ASSOCIATE shall promptly notify STATE of communications with the U.S. Department of Health and Human Services (HHS) regarding PHI provided by or created by STATE and shall provide STATE with copies of any information BUSINESS ASSOCIATE has made available to HHS under this paragraph.²¹
- l. Upon notice from STATE, accommodate any restriction to the use or disclosure of PHI and any request for confidential communications to which STATE has agreed in accordance with the Privacy Rule.²²
- m. Make available PHI held by BUSINESS ASSOCIATE, which the STATE has determined to be part of its Designated Record Set, to the STATE as necessary to satisfy the STATE's obligations to provide an Individual with access to PHI under 45 CFR §164.524, in the time and manner designated by the STATE.²³
- n. Make available PHI held by BUSINESS ASSOCIATE, which the STATE has determined to be part of its Designated Record Set, for amendment and incorporate any amendments to PHI that the STATE directs or agrees to in accordance with 45 CFR §164.526, upon request of the STATE or an Individual.
- o. Document disclosures of PHI made by BUSINESS ASSOCIATE, which are required to be accounted for under 45 CFR §164.528(a)(1), and make this information available as necessary to satisfy the STATE's obligation to provide an accounting of disclosures to an Individual within two (2) business days notice by the STATE of a request by an Individual of a request for an accounting of disclosures of PHI. If an Individual directly requests an accounting of disclosures of PHI from BUSINESS ASSOCIATE, BUSINESS ASSOCIATE shall notify STATE of the request within two (2) business days, and STATE shall either direct BUSINESS associate to provide the information directly to the Individual, or it shall direct that the information required for the accounting be forwarded to STATE for compilation and distribution to the Individual.²⁴
- p. Comply with any other requirements of the HIPAA Rules not expressly specified in this Agreement, as and to the extent that such requirements apply to Business Associates under the HIPAA Rules, as the same may be amended from time to time.

²⁰ 45 CFR §§164.308(a), 164.530(b) and (e)

²¹ 45 CFR §504(e)(2)(ii)(I)

²² 45 CFR §164.522

²³ 45 CFR §§164.504(e)(2)(ii)(E), 164.524

²⁴ 45 CFR §§164.504(e)(2)(ii)(G) and (H), 164.528; HAR ch. 2-71, subch. 2.

3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.

BUSINESS ASSOCIATE may, except as otherwise limited in this Agreement:

- a. General Use and Disclosure. Create, receive, maintain or transmit PHI only for the purposes listed in the Contract and this Agreement, provided that the use or disclosure would not violate the HIPAA Rules if done by the STATE or violate the Minimum Necessary requirements applicable to the STATE.²⁵
- b. Limited Use of PHI for BUSINESS ASSOCIATE's Benefit. Use PHI received by the BUSINESS ASSOCIATE in its capacity as the STATE's BUSINESS ASSOCIATE, if necessary, for the proper management and administration of the BUSINESS ASSOCIATE or to carry out the legal responsibilities of the BUSINESS ASSOCIATE. BUSINESS ASSOCIATE's proper management and administration does not include the use or disclosure of PHI by BUSINESS ASSOCIATE for marketing purposes or for sale of PHI.²⁶
- c. Limited Disclosure of PHI for BUSINESS ASSOCIATE's Benefit. Disclose PHI for BUSINESS ASSOCIATE's proper management and administration or to carry out its legal responsibilities only if the disclosure is Required By Law, or BUSINESS ASSOCIATE obtains reasonable assurances from the person to whom PHI is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies BUSINESS ASSOCIATE of any instances of which it is aware in which the confidentiality of PHI has been breached.²⁷
- d. Minimum Necessary. BUSINESS ASSOCIATE shall only request, use, and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use, or disclosure.²⁸
- e. Data Aggregation. Use PHI to provide Data Aggregation services relating to the STATE's Health Care Operations as permitted by 45 CFR §164.504(e)(2)(i)(B).
- f. Disclosures by Whistleblowers. Use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR §164.502(j)(1).

4. STATE'S OBLIGATIONS.

- a. STATE shall not request BUSINESS ASSOCIATE to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by STATE.
- b. STATE shall not provide BUSINESS ASSOCIATE with more PHI than is minimally necessary for BUSINESS ASSOCIATE to provide the services under the Contract and

²⁵ 45 CFR §§164.502(a) & (b), 154.504(e)(2)(i)

²⁶ 45 CFR §§164.502(a)(5)(ii), 164.504(e)(2)(i)(A), 164.504(e)(4)(i), 164.508(a)(3) and (a)(4)

²⁷ 45 CFR §164.504(e)(4)(ii)

²⁸ 45 CFR §164.502(b)

STATE shall provide any PHI needed by BUSINESS ASSOCIATE to perform under the Contract only in accordance with the HIPAA Rules.

5. TERM AND TERMINATION.

- a. This Agreement shall be effective as of the date of the Contract or Contract amendment to which this Agreement is attached, and shall terminate on the date the STATE terminates this Agreement or when all PHI is destroyed or returned to the STATE.
- b. In addition to any other remedies provided for by this Agreement or the Contract, upon the STATE's knowledge of a material Breach by BUSINESS ASSOCIATE of this Agreement, the BUSINESS ASSOCIATE authorizes the STATE to do any one or more of the following, upon written notice to BUSINESS ASSOCIATE describing the violation and the action it intends to take:
 - (i) Exercise any of its rights to reports, access and inspection under this Agreement or the Contract;
 - (ii) Require BUSINESS ASSOCIATE to submit a plan of monitoring and reporting, as STATE may determine necessary to maintain compliance with this Agreement;
 - (iii) Provide BUSINESS ASSOCIATE with a reasonable period of time to cure the Breach, given the nature and impact of the Breach; or
 - (iv) Immediately terminate this Agreement if BUSINESS ASSOCIATE has breached a material term of this Agreement and sufficient mitigation is not possible.²⁹
- c. Effect of Termination.³⁰
 - (i) Upon any termination of this Agreement, until notified otherwise by the STATE, BUSINESS ASSOCIATE shall extend all protections, limitations, requirements and other provisions of this Agreement to all PHI received from or on behalf of STATE or created or received by BUSINESS ASSOCIATE on behalf of the State, and all EPHI created, received, maintained or transmitted by BUSINESS ASSOCIATE on behalf of the STATE.
 - (ii) Except as otherwise provided in subsection 5(c)(iii) below, upon termination of this Agreement for any reason, BUSINESS ASSOCIATE shall, at the STATE's option, return or destroy all PHI received from the STATE, or created or received by the BUSINESS ASSOCIATE on behalf of, the STATE that the BUSINESS ASSOCIATE still maintains in any form, and BUSINESS ASSOCIATE shall retain no copies of the information. This provision shall also apply to PHI that is in the possession of subcontractors or agents of BUSINESS ASSOCIATE. BUSINESS ASSOCIATE shall notify the STATE in writing of any and all conditions that make return or destruction of such information not feasible and shall provide STATE with any requested information related to the STATE's

²⁹ 45 CFR §164.504(e)(2)(iii)

³⁰ 45 CFR §164.504(e)(2)(ii)(J)

determination as to whether the return or destruction of such information is feasible.

- (iii) If the STATE determines that returning or destroying any or all PHI is not feasible or opts not to require the return or destruction of such information, the protections of this Agreement shall continue to apply to such PHI, and BUSINESS ASSOCIATE shall limit further uses and disclosures of PHI to those purposes that make the return or destruction infeasible, for so long as BUSINESS ASSOCIATE maintains such PHI. STATE hereby acknowledges and agrees that infeasibility includes BUSINESS ASSOCIATE's need to retain PHI for purposes of complying with its work product documentation standards.

6. MISCELLANEOUS.

- a. Amendment. BUSINESS ASSOCIATE and the STATE agree to take such action as is necessary to amend this Agreement from time to time for compliance with the requirements of the HIPAA Rules and any other applicable law.
- b. Interpretation. In the event that any terms of this Agreement are inconsistent with the terms of the Contract, then the terms of this Agreement shall control. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Rules, as amended, the HIPAA Rules shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Rules, but are nonetheless permitted by the HIPAA Rules, the provisions of this Agreement shall control. Any ambiguity in this Agreement shall be resolved to permit STATE to comply with the HIPAA Rules. Notwithstanding the foregoing, nothing in this Agreement shall be interpreted to supercede any federal or State law or regulation related to confidentiality of health information that is More Stringent than the HIPAA Rules.
- c. Indemnification. BUSINESS ASSOCIATE shall defend, indemnify, and hold harmless the STATE and STATE's officers, employees, agents, contractors and subcontractors to the extent required under the Contract for incidents that are caused by or arise out of a Breach or failure to comply with any provision of this Agreement or the HIPAA Rules by BUSINESS ASSOCIATE or any of BUSINESS ASSOCIATE's officers, employees, agents, contractors or subcontractors.
- d. Costs Related to Breach. BUSINESS ASSOCIATE shall be responsible for any and all costs incurred by the STATE as a result of any Breach of PHI by BUSINESS ASSOCIATE, its officers, directors, employees, contractors or agents, or by a third party to which BUSINESS ASSOCIATE disclosed PHI under this Agreement, including but not limited to notification of individuals or their representatives of a Breach of Unsecured PHI,³¹ and the cost of mitigating any harmful effect of the Breach.³²
- e. Response to Subpoenas. In the event BUSINESS ASSOCIATE receives a subpoena or similar notice or request from any judicial, administrative or other party which would require the production of PHI received from, or created for, the STATE, BUSINESS

³¹ 45 CFR Part 164, Subpart D

³² 45 CFR §164.530(f)

APPENDIX F

ASSOCIATE shall promptly forward a copy of such subpoena, notice or request to the STATE to afford the STATE the opportunity to timely respond to the demand for its PHI as the STATE determines appropriate according to its state and federal obligations.

- f. Survival. The respective rights and obligations of STATE and BUSINESS ASSOCIATE under sections 5.c, Term and Termination, 6.c., Indemnification, and 6.d, Costs Related to Breach, shall survive the termination of this Agreement.
- g. Notices. Whenever written notice is required by one party to the other under this Agreement, it should be mailed, faxed and/or e-mailed to the appropriate address noted below. If notice is sent by e-mail, then a confirming written notice should be sent by mail and/or fax within two (2) business days after the date of the e-mail. The sender of any written notice required under this Agreement is responsible for confirming receipt by the recipient.

STATE:
DHS Information Security / HIPAA
Compliance Manager
P.O. Box 700190
Kapolei, Hawaii 96709-0190
Fax: (808) 692-8173
Email: LYong@dhs.hawaii.gov

BUSINESS ASSOCIATE:

Fax: (____) _____
Email: _____

APPENDIX G – KOKUA SERVICES BUSINESS PROPOSAL

APPENDIX G

Business Proposal RFP-MQD-2017-002

Contractor

Fiscal Year 2017

Phase 1

Start-up

Phase 2

Ongoing Operations

Total Phase 1 and 2

APPENDIX G

Business Proposal RFP-MQD-2017-002

Contractor

Fiscal Year 2018

Phase 1

Start-up

Phase 2

Ongoing Operations

Total Phase 1 and 2

BUDGET

(Period _____ to _____)

Applicant/Provider: _____
 RFP No.: _____
 Contract No. (As Applicable): _____

BUDGET CATEGORIES	Budget Request (a)	(b)	(c)	(d)
A. PERSONNEL COST				
1. Salaries				
2. Payroll Taxes & Assessments				
3. Fringe Benefits				
TOTAL PERSONNEL COST				
B. OTHER CURRENT EXPENSES				
1. Airfare, Inter-Island				
2. Airfare, Out-of-State				
3. Audit Services				
4. Contractual Services - Administrative				
5. Contractual Services - Subcontracts				
6. Insurance				
7. Lease/Rental of Equipment				
8. Lease/Rental of Motor Vehicle				
9. Lease/Rental of Space				
10. Mileage				
11. Postage, Freight & Delivery				
12. Publication & Printing				
13. Repair & Maintenance				
14. Staff Training				
15. Substance/Per Diem				
16. Supplies				
17. Telecommunication				
18. Transportation				
19. Utilities				
20.				
21.				
22.				
23.				
TOTAL OTHER CURRENT EXPENSES				
C. EQUIPMENT PURCHASES				
D. MOTOR VEHICLE PURCHASES				
TOTAL (A+B+C+D)				
SOURCES OF FUNDING	(a) Budget Request	Budget Prepared By: _____		
	(b)	Name (Please type or print) _____ Phone _____		
	(c)	Signature of Authorized Official _____ Date _____		
	(d)	Name and Title (Please type or print) _____		
TOTAL REVENUE		For State Agency Use Only		
		Signature of Reviewer _____ Date _____		

ORGANIZATION - WIDE BUDGET BY SOURCE OF FUNDS

(Period _____ to _____)

Applicant/Provider: _____

RFP No.: _____

Contract No. (As Applicable): _____

BUDGET CATEGORIES	Total Funds (a)	(b)	(c)	(d)
A. PERSONNEL COST				
1. Salaries				
2. Payroll Taxes & Assessments				
3. Fringe Benefits				
TOTAL PERSONNEL COST				
B. OTHER CURRENT EXPENSES				
1. Airfare, Inter-Island				
2. Airfare, Out-of-State				
3. Audit Services				
4. Contractual Services - Administrative				
5. Contractual Services - Subcontracts				
6. Insurance				
7. Lease/Rental of Equipment				
8. Lease/Rental of Motor Vehicle				
9. Lease/Rental of Space				
10. Mileage				
11. Postage, Freight & Delivery				
12. Publication & Printing				
13. Repair & Maintenance				
14. Staff Training				
15. Substance/Per Diem				
16. Supplies				
17. Telecommunication				
18. Transportation				
19. Utilities				
20.				
21.				
22.				
23.				
TOTAL OTHER CURRENT EXPENSES				
C. EQUIPMENT PURCHASES				
D. MOTOR VEHICLE PURCHASES				
TOTAL (A+B+C+D)				
SOURCES OF FUNDING	(a) Total Funds	Budget Prepared By:		
	(b)	Name (Please type or print) Phone		
	(c)	Signature of Authorized Official Date		
	(d)	Name and Title (Please type or print)		
TOTAL REVENUE		For State Agency Use Only		
		Signature of Reviewer Date		

ORGANIZATION - WIDE BUDGET BY PROGRAMS

(Period _____ to _____)

Applicant/Provider _____

RFP No. : _____

Contract No. (As Applicable): _____

BUDGET CATEGORIES	(a)	(b)	(c)	(d)
	Contract/RFP#:	Contract/RFP#:	Contract/RFP#:	Contract/RFP#:
	Program:	Program:	Program:	Program:
A. PERSONNEL COST				
1. Salaries				
2. Payroll Taxes & Assessments				
3. Fringe Benefits				
TOTAL PERSONNEL COST				
B. OTHER CURRENT EXPENSES				
1. Airfare, Inter-Island				
2. Airfare, Out-of-State				
3. Audit Services				
4. Contractual Services - Administrative				
5. Contractual Services - Subcontracts				
6. Insurance				
7. Lease/Rental of Equipment				
8. Lease/Rental of Motor Vehicle				
9. Lease/Rental of Space				
10. Mileage				
11. Postage, Freight & Delivery				
12. Publication & Printing				
13. Repair & Maintenance				
14. Staff Training				
15. Substance/Per Diem				
16. Supplies				
17. Telecommunication				
18. Transportation				
19. Utilities				
20.				
21.				
22.				
23.				
TOTAL OTHER CURRENT EXPENSES				
C. EQUIPMENT PURCHASES				
D. MOTOR VEHICLE PURCHASES				
TOTAL (A+B+C+D)				
SOURCES OF FUNDING				
(a) Budget Request				
(b)				
(c)				
(d)				
TOTAL REVENUE				
For State Agency Use Only	Budget Prepared By:			
Signature of Reviewer	Date	Name (Please type or print)	Phone	Signature of Authorized Official
				Date

**BUDGET JUSTIFICATION
PERSONNEL - SALARIES AND WAGES**

**BUDGET JUSTIFICATION
PERSONNEL: PAYROLL TAXES, ASSESSMENTS, AND FRINGE BENEFITS**

Applicant/Provider: _____

RFP No.: _____ Period: _____ to _____ Date Prepared: _____

Contract No.: _____
(As Applicable)

TYPE	BASIS OF ASSESSMENTS OR FRINGE BENEFITS	% OF SALARY	TOTAL
PAYROLL TAXES & ASSESSMENTS:			
Social Security	As required by law	As required by law	
Unemployment Insurance (Federal)	As required by law	As required by law	
Unemployment Insurance (State)	As required by law	As required by law	
Worker's Compensation	As required by law	As required by law	
Temporary Disability Insurance	As required by law	As required by law	
SUBTOTAL:			
FRINGE BENEFITS:			
Health Insurance			
Retirement			
SUBTOTAL:			
TOTAL:			

JUSTIFICATION/COMMENTS:

