

APPENDICES

**2008-005
Behavioral Health Services**

**APPENDIX A
200)**

PROPOSAL APPLICATION FORM (SPO-H-

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

FY _____

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

APPENDIX B

GLOSSARY

APPENDIX B GLOSSARY

ABD - Aged, blind and disabled

AFDC -Aid to Families with Dependent Children. Public assistance program that provides a cash grant and QUEST medical benefits to children deprived of parental support or care and their eligible relatives.

AMA -American Medical Association

Abuse - incidents or practices of providers that are inconsistent with accepted sound medical practices.

Advanced Practice Nurse - a registered nurse with advanced education and clinical experience who is qualified within his/her scope of practice under state law to provide a wide range of primary and preventive health care services, prescribe medication, and diagnose and treat common minor illnesses and injuries.

Aged – A person who is 65 years of age or older

Ambulatory care - preventive, diagnostic and treatment services provided on an outpatient basis by physicians (psychiatrists), psychologists, nurses, social workers, and other behavioral health care specialists.

Applicant - an individual who completes and signs the QUEST application form on behalf of himself or herself and/or other family dependents.

Assessment services – services performed to define, assess, evaluate or diagnose the client’s current status and problems. Services include psychiatric assessment, psychological assessment, educational and vocational assessment, and psycho-social assessment provided by the respective disciplines as a basis upon which to develop the treatment plan.

Attending physician - the physician primarily responsible for the care of a recipient with respect to any particular injury or illness.

Behavioral health assessment – means an evaluation of the behavioral health status of an individual, including an evaluation of the individual’s condition and need for services to support the person to remain in the community.

Behavioral Health Third Party Administrator (BHTPA) – an organization that provides behavioral health care and the accompanying administrative support services to members of the QUEST and ABD programs who are deemed seriously mentally ill (SMI).

Behavioral Healthcare Provider (BHP) – a provider in the BHMC network who is licensed in the State of Hawaii as: 1) a physician, either an M.D. or a D.O. and must be Board certified or Board eligible in psychiatry; 2) a psychologist licensed under HRS 465; 3) an advanced practice registered nurse recognized by the State Board of Nursing as a psychiatric nurse practitioner or Clinical Specialist in Adult/Child Psychiatric and Mental Health Nursing; 4) a social worker with clinical experience and/or substance abuse certification.

Behavioral health services - services provided to persons who are mentally ill, abuse or are addicted to alcohol and non-prescription drugs.

Beneficiary -any person eligible to receive behavioral health services under the DHS BHMC plan.

Benefit year - the state fiscal year from July 1 to June 30.

Benefits - those behavioral health services to which the member is entitled under the BHMC plan, and which the BHMC plan arranges to provide to said members in exchange for member contributions and applicable co-payments.

Bio-psycho-social rehabilitation – services which assist individuals to develop daily and community living skills, to set goals for themselves, to learn problem solving, to handle social relationships, and to utilize self-help group experiences.

Capitated rate - payment, by DHS, of a fixed monthly payment per person in advance for which the plan provides a full range of health benefits.

Care Coordination/Case Management (CC/CM) – a collaborative process that promotes quality care cost effective outcomes which enhance the physical, psychosocial, and vocational health of individuals. It includes assessing, planning, implementing, coordinating, and evaluating long term supports and behavioral health related service options, CC/CM is performed by a care coordinator/case manager, in conjunction with a behavioral health care provider, the member, and an interdisciplinary team, as appropriate. The frequency and intensity of the CC/CM services are proportional to the clinical and psychosocial needs of the member and their family.

Care Coordinator/Case Manager - an individual who coordinates, monitors and ensures that appropriate and timely care is provided to the member. A care coordinator/case manager works in conjunction with the BHP, the member, and an interdisciplinary team as appropriate.

Case assessment – a comprehensive assessment which identifies the member’s abilities, deficits, and needs including information with regard to medical and dental needs; ability to carry out the functions of daily living social relationships, vocational and educational status, legal status, and accessibility to community resources. Involves face-to-face contact with a member and may involve family members and other interested persons as appropriate.

Case finding – seeking out and contacting potential members to engage them into treatment.

Case planning – development of an individual service plan in writing through a collaborative process involving identification of problems, goals, services required, development of a support system, listing of names of persons participating in the plan, schedules of service made available to the member, and documentation of unmet needs and gaps in service.

Certified Substance Abuse Counselor – means a person who is certified as a substance abuse counselor by the Department of Health

Continuous treatment teams – professional diverse teams of 3-4 staff working under the direction of a physician and which always includes a physician or nurse. Such teams perform aggressive, intensive treatment in the community including evaluation, crisis intervention, and case management with support being provided to persons who have not responded to traditional service delivery or who are heavy utilizers of the BHMP service. Members who have multiple problems such as homelessness and substance abuse or who are very ill, are appropriate for these services which help interrupt the cycles of relapse.

Contract - written agreement between DHS and the contractor

Contract services - the services to be delivered by the contractor which are designated by DHS.

Contractor - successful offeror that has executed a contract with DHS.

Co-payment - a specific dollar amount or percentage of the charge identified which is paid by a recipient at the time of service to a behavioral health care plan, physician, hospital or other provider of care for covered services provided to the member.

Covered services - those services and benefits to which the recipient is entitled under a medical assistance program, in exchange for member contributions and applicable co-payments.

Crisis hotlines – a 24-hour, seven-day-a-week telephone service staffed by live agents to provide support, advice, and referral to other services including immediate linkage to mobile crisis response services.

Crisis services – activities provided at any location where the needs of the individuals can best be met to assure that the individuals and families receive immediate and appropriate attention in an emergency, maintaining to the greatest degree possible, the member's status as a functioning person in the community.

Crisis stabilization – includes walk-in crisis services provided in or out of a facility/center during regular working hours and includes rapid diagnostic evaluation, medication and treatment, with follow-through of not more than five sessions to assure continuing stability.

Day treatment – a structured psychiatric rehabilitation program combined with medical/psychiatric treatment services for members whose symptoms have stabilized. This is the only criteria for admission. Members participate in one to three hour work units determined to be medically necessary in order to achieve a higher level of ability to function independently in the community. A member must receive three consecutive hours of psychiatric rehabilitation day treatment before any services can be recorded.

Days - calendar days

Dependent - a member's legal spouse or dependent child who meets all eligibility requirements.

Dependent child - a child under 19 for whom an applicant or recipient is legally responsible.

Detoxification – short term medical treatment for substance use withdrawal, individual medical assessment, evaluation, intervention substance abuse counseling, and post-detoxification referrals. These services may be provided in licensed freestanding or hospital-based programs.

DHS - Department of Human Services, State of Hawaii.

Diagnostic services – shall mean the examination and determination of a person's psychological, social, economic, educational, and vocational assets and disabilities for the purpose of designing a treatment plan.

Director - Director of the Department of Human Services, State of Hawaii.

Effective date of enrollment - the date from which an individual is covered by the health plan.

Eligibility determination - a process of determining whether an individual is eligible to receive services from the BHMC plan after the person has been determined to have a SMI condition through an independent evaluation.

Encounter - a record of behavioral health services rendered by a provider to a member enrolled in the BHMC plan on the date of service. Submission of encounters is a requirement by HCFA.

Encounter data - a compilation of encounters. The BHMC plan is required to submit all encounter data on a monthly basis.

Enrollee - beneficiary who is assigned to the BHMC plan.

Enrollment - the process by which an applicant who has been determined eligible becomes a member in the BHMC plan, subject to the limitations specified in the DHS Rules.

Family/collateral support and education – services provided to a family either in a group with other families or with a family (with or without the member), to gain assistance/support of the family in the treatment of the member, to coordinate or evaluate the implementation of treatment

plan objectives, and to provide education to increase understanding and ability to cope with their seriously mentally ill family member.

Fee-for-service (FFS) - a method of payment to registered providers based on the fee-for-service schedule.

Federal financial participation or FFP - the contribution that the Federal government makes to the Title XIX program.

Fiscal Year or FY - the twelve month period for the State fiscal year from July 1 through June 30.

Fraud - an intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to himself/herself or to some other person.

Grievance - a problem or concern presented for resolution through a grievance procedure.

Grievance procedure - the formal process for resolution of problems or complaints raised by an individual which cannot be resolved in an informal manner to the individual's satisfaction.

HAWI - Hawaii Automated Welfare Information System. The State of Hawaii certified system which maintains eligibility information for AFDC, Food Stamp and medical assistance recipients.

HCFA - the Health Care Financing Administration, United States Department of Health and Human Services.

Health assessment - means an evaluation of the health status of an individual, including an evaluation of the individual's lifestyle and need for continuing health services.

Health Maintenance Organization or HMO - various forms of plan organization, including staff and group models, that through a coordinated system of care, provides or assures the delivery of an agreed upon set of health maintenance and treatment services for an enrolled group of members on a prepaid fixed basis.

Health plan - any health care organization, insurance company or health maintenance organization, which provides covered services on a risk basis to enrollees in exchange for premium payments.

HEDIS - Health Plan Employer Data and Information Set developed by NCQA. A standardized reporting system for health plans to report on specified performance measures.

Homebound services – evaluation and treatment services provided by multi-disciplinary teams for members in the home who exhibit: 1) inability to go to clinics/centers/facilities, 2) non-

compliance with traditional services, 3) physical disability, 4) non-availability of transportation, 5) evidence that hospitalization would result if services are not provided. Excludes members in inpatient facilities and residential settings.

Hospital - any hospital in the service area to which a recipient is admitted to receive hospital services pursuant to arrangements made by a psychiatrist or physician.

Hospital services - except as expressly limited or excluded by this agreement, those medically necessary services for registered bed patients that are generally and customarily provided by acute care general hospitals in the service area and prescribed, directed or authorized by the attending physician.

IBNR (Incurred but not reported) - liability for services rendered for which claims have not been received.

Individual/group therapy – a therapeutic face-to-face session of a qualified mental health professional with a member or group of members, conducted in accordance with a documented treatment plan, which involves the identification and exploration of problems, causes, and positive behavioral changes utilizing a specific conceptual methodology including, but not limited to: behavior modification, reconstructive, insight or dynamic psycho-therapy.

Individualized Treatment Plan (ITP) – identifies problem areas and deficits of function that prevent the adult and/or family from functioning independently and appropriately. (The plan also details and supports the adult's and family's strengths and skills.) The ITP identifies intervention/services/treatments to address these problems/strengths and the discipline/professional/agency and funding options (as appropriate) for each intervention. The care coordinator/case manager is responsible for the development and implementation of the ITP in coordination with the BHP and as needed, the interdisciplinary team.

Inpatient mental health services - except as expressly limited or excluded by this agreement, those medically necessary services, to stabilize an acute psychiatric condition, for registered bed patients that are generally and customarily provided by acute care general hospitals in the service area and prescribed, directed or authorized by the attending psychiatrist or physician.

Intensive Day Treatment (partial hospitalization) – structured psychiatric rehabilitation program combined with medical/psychiatric treatment activities for members that are acutely symptomatic. Members for whom this service is appropriate include those who have been discharged from the hospital or who have suffered a crisis episode and require more support than available outside the program. Members must receive three consecutive hours of intensive day treatment before any services can be recorded.

Interdisciplinary Team – an interdisciplinary team (IDT) is composed of behavioral health, medical, and social service professionals and para-professionals, all of whom meet applicable State licensing and certification requirements and who, on a routine basis appropriate to member

need, provide direct care and services. IDT services are provided to members when indicated by the needs assessment.

Managed Care - a comprehensive approach to the provision of health care that combines clinical services and administrative procedures within an integrated, coordinated system to provide timely access to primary care and other necessary services in a cost effective manner.

Medicaid - a Federal/State program authorized by Title XIX of the Social Security Act, as amended, which provides Federal matching grants for a medical assistance program for recipients of federally aided public assistance and SSI benefits and other specified groups. Certain minimal populations and services must be included to receive FFP; however, states may optionally include certain additional populations and services at State expense and also receive FFP.

Medical emergency - a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in placing the health of the individual (or with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy, serious impairment to body functions or serious dysfunction of any bodily organ or part.

Medical expenses - the costs (excluding administrative costs) associated with the provision of covered medical services under a health plan.

Medical office - any outpatient treatment facility staffed by a physician or member of the health plan.

Medical services - except as expressly limited or excluded by this agreement, those medically necessary professional services of physicians, other health professionals and paramedical personnel that are generally and customarily provided in the service area and performed, prescribed or directed by the attending physician.

Medical specialist - a physician, surgeon, or osteopath who is board certified or board eligible in a specialty listed by the American Medical Association, or who is recognized as a specialist by the participating health care plan or managed care health system.

Medicare - a Federal program authorized by Title XVIII of the Social Security Act, as amended, which provides health insurance for persons aged 65 and older and for other specified groups. Part A of Medicare covers hospitalization; Part B of the program covers outpatient services and is voluntary.

Medication Evaluation, Prescription and Maintenance – assessment for and prescribing of and/or administration of medication by a physician or a registered nurse under the supervision of a physician.

Medication counseling and education – the communication of possible side effects to the member and an assessment of the member’s response to medication and possible side effects.

Medication management – monitoring treatment of substance abuse and mental illness.

Member – a person who meets all eligibility requirements and is enrolled in a QUEST plan.

Methadone Maintenance – administration and dispensing of methadone in conformance with U.S. Food and Drug Administration regulations, in conjunction with the provision of appropriate social and medical services, at relatively stable dosage levels as an oral substitute for heroin or other opiate-like drugs. Methadone maintenance includes both a dosing and a counseling service component.

Mobile Crisis Response – response provided by mental health professionals who go to the setting in which the crisis is occurring to rapidly defuse and stabilize the condition of the person. Short term follow-up with not more than five sessions may take place to ensure the member is able to resume the level of functioning existing prior to the occurrence of the crisis.

Months - calendar months

MQD - Med-QUEST Division, which has the responsibility for administering the medical assistance programs for the Department.

Nurse Practitioner – a nurse licensed to practice as a registered nurse in the State who has successfully completed an accredited, advanced training program and is currently certified by an appropriate accrediting body. The services of the nurse practitioner shall be limited to the scope of practice a nurse practitioner is legally authorized to perform under State law.

Offeror - a person, organization or entity agreeing through a direct contracting relationship with DHS to provide those goods and services specified by contract in conformance the requirements of such contract and DHS rules.

On-going monitoring and service coordination – maintenance of a supportive relationship through face-to-face or telephone contacts to assess needs, mobilize, coordinate, advocate, and educate collaterals, periodic observation of service delivery, and recordkeeping and preparing reports.

Open enrollment period - an annual time period established by DHS during which existing recipients may transfer between health care plans.

Outreach – contacting or re-contacting clients of the BHMC plan who are not currently active or who have dropped out of service programs in the field or through telephone. Performed primarily by social workers and case managers.

Participating - when referring to the BHMC plan, means a plan that has entered into a contract with DHS to provide covered services to enrollees. When referring to a BHMC health care provider, means a provider who is employed by or who has entered into a contract with the BHMC plan to provide covered services to enrollees. When referring to a facility, means a facility which is owned and operated by, or which has entered into a contract with the BHMC plan for the provision of covered services to enrollees.

Physician - any doctor of medicine associated with or engaged by the BHMC plan.

Practitioner – an individual provider.

Pre-authorization or Prior Authorization/Authorization – the advance approval by the BHMC plan for the delivery of covered services or goods prior to delivery of the services or goods.

Pre-employment services – services to assist individuals to develop appropriate work habits and attitudes necessary for paid employment. Individuals are placed in a non-paid capacity in clerical, food service, building or ground maintenance jobs to assist them in developing appropriate work behaviors and attitudes. With demonstrated improvement, paid employment is provided one to three days per week for gradual transition into competitive employment. Also included are classes in communication, interviewing skills, and completion of job applications.

Premium share - the scheduled dollar amount, based on income, that certain members are required to remit each month to DHS to be eligible to receive covered services.

Prepaid plan - a BHMC plan for which premiums are paid on a prospective basis, irrespective of the use of services.

Primary care provider or PCP - is licensed in Hawaii and is 1) a physician, either an M.D. (Doctor of Medicine) or a D.O. (Doctor of Osteopathy), and must generally be a family practitioner, general practitioner, general internist, pediatrician or obstetrician/gynecologist (for women, especially pregnant women); or 2) a nurse practitioner, and must generally be a family nurse practitioner, pediatric nurse practitioner or nurse midwife. Has the responsibility for supervising, coordinating and providing initial and primary care to the enrollee and for initiating referrals and maintaining the continuity of enrollee care.

Private health insurance policy - any health insurance program, other than a disease-specific or accident-only policy, for which a person pays for insurance benefits directly to the carrier rather than through participation in an employer or union sponsored program.

Proposal - the offer submitted in the prescribed manner to perform the benefit plan services specified at the monthly premiums quoted.

Provider - an individual, clinic, or institution, including but not limited to psychiatrists, clinical psychiatrists, nurses, social workers and hospitals, responsible for the provision of behavioral health services under a BHMC plan.

Psychiatrist – A physician who is board certified/board eligible, licensed in the State of Hawaii, and sees to the psychiatric needs of SMI members.

Psychologist – Holds a doctoral degree, and is licensed to practice psychology in the State of Hawaii

Quality of Life – indicators of quality of life include:

- a) degree of personal autonomy
- b) provision of services and supports that assist people in exercising medical and social choices
- c) self-direction of care to the greatest extent appropriate, and
- d) maximum use of natural support networks

Recipient - any subscriber or family dependent who meets all eligibility requirements, is enrolled in a plan and for whom an applicable monthly contribution has been paid.

Representative – a person who can make BHMC plan related decisions for a member who is not able to make such decisions themselves. A representative may, in the following order of priority, be a person who:

- a) is designated as the member’s health care representative;
- b) a court appointed guardian;
- c) a spouse or other family member as designated by the member; or
- d) a person designated by DHS.

Resident of Hawaii - a person who is physically present in the State and establishes his or her intent to reside in Hawaii.

RFP - Request for proposal

Service area - the geographical area defined by zip codes, census tracts, or other geographic subdivisions that is served by a participating health plan as defined in its contract with DHS.

Screening, registration, referral – services which provide medical/psychiatric screening to ascertain eligibility for future State services, determine referral to other community services, and admit member to BHMC services, obtaining information to make a preliminary diagnostic impression.

SMI – seriously mentally ill, serious mental illness.

Social/recreational skill-building – activities to assist clients to develop social skills and leisure time activities thereby creating a sense of self-worth and community participation. Following the philosophy of normalization, social activities are not performed until after 4:00 p.m.

Spendedown – the amount identified by DHS as available from the participant’s income to meet a portion of the individual’s health care costs.

State - the State of Hawaii

State contribution - the portion of a participating health plan’s premium that is remitted by DHS directly to the member’s BHMC plan.

Subcontract - any written agreement between the offeror and another party to fulfill the requirements of the contract.

Substance abuse treatment (dual diagnosis) – specialized outpatient assessment and treatment for the special problems encountered by persons who are seriously mentally ill (SMI) and who abuse/use substances. Services include but are not limited to: education, counseling, and psychotherapy for the individual, group and family. Services are provided largely by staff at the Master’s level or above with training in dual diagnosis.

TANF - Temporary Assistance to Needy Families. Time limited public financial assistance program that replaced AFDC that provides a cash grant and QUEST medical benefits to adults and children.

Treatment/Service Planning – a process on behalf of the member to develop an individualized, comprehensive plan for treatment/rehabilitation incorporating the member’s choices, expectations, and goals.

Treatment episode – the duration of a treatment plan for a specific occurrence (i.e., detoxification, followed by residential care and a specified number of outpatient follow-up visits).

Urgent care - the diagnosis and treatment of medical conditions which are serious or acute but pose no immediate threat to life and health but which requires medical attention within 24 hours.

Utilization review program - the requirements established by a participating BHMC plan regarding its pre-authorization, concurrent and retrospective review of health services.

Work assessment service – an evaluation of two to four weeks of non-paid work in actual job situations within the community for the purpose of evaluating readiness for employment, to identify work-related strengths and weaknesses, and to assess work commitment, physical and emotional stamina, and work behavior and attitudes.

APPENDIX C

GENERAL CONDITIONS

APPENDIX C

CONTRACT NO. _____

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 32K, Hawaii Revised Statutes, 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 ONE HUNDRED AND EIGHTY (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 **Modifications 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 for a reduction in 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, (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.

APPENDIX D

BUSINESS ASSOCIATE LANGUAGE

APPENDIX D

Exhibit ____

Special Conditions

Applicable to CONTRACTORS or PROVIDERS that are Business Associates of STATE under 45 CFR § 160.103

1. Introduction: This Agreement has been determined to be a business associate relationship under the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (“HIPAA”) and its implementing privacy and security regulations at 45 CFR Part 160 and 164 (“the HIPAA regulations”). The STATE wishes to disclose to Business Associate certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information (PHI). Under this Agreement, CONTRACTOR or PROVIDER is the Business Associate of STATE and provides services, arranges, performs, or assists in the performance of functions or activities on behalf of the STATE, and uses or discloses PHI. STATE and Business Associate desire to protect the privacy and provide for the security of PHI disclosed pursuant to this Agreement, in compliance with HIPAA, and the HIPAA regulations.
2. Definitions:
 - a. The terms used in these special conditions, but not otherwise defined, shall have the same meanings as those terms in the HIPAA regulations.
 - b. “Agreement” shall mean the agreement between STATE and Business Associate to which these special conditions are attached, and all attachments, exhibits and any special conditions.
 - c. "Individual" means the person who is the subject of Protected Health Information, and shall include a person who qualifies as a personal representative under § 164.502(g) of the HIPAA regulations.
 - d. "Protected Health Information" means any information, whether oral or recorded in any form or medium, that 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 or received by Business Associate from or on behalf of STATE.
 - e. "Secretary" shall mean the Secretary of the U.S. Department of Health and Human Services or designee.
 - f. “Security incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an Information System.

APPENDIX D

3. Obligations and Activities of Business Associate. Business Associate agrees:
- a. To not use or disclose PHI other than as permitted or required by this Agreement or as required by law.
 - b. To use appropriate safeguards to prevent use or disclosure of PHI consistent with the requirements of this Agreement.
 - c. To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the STATE, and to prevent use or disclosure of PHI other than as provided for by this Agreement. This includes adoption of the e-mail encryption solution as defined by the STATE if deemed necessary by the STATE.
 - d. To ensure that any agent, including a subcontractor, to whom Business Associate provides PHI, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such Protected Health Information, and to incorporate, when applicable, the relevant provisions of these special condition into each such subcontract or subaward to such agents or subcontractors.
 - e. To make Business Associate's internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI, available to STATE and/or to the Secretary, at reasonable times and places or as designated by the Secretary or STATE, for purposes of determining STATE's compliance with the HIPAA regulations.
 - f. To document and make available to STATE or, at the direction of STATE, to an individual, such disclosures of PHI and information related to such disclosures necessary for STATE to respond to a request by the subject individual for an accounting of disclosures of PHI in accordance with § 164.528 of the HIPAA regulations.
 - g. To provide access to PHI in the designated record set to STATE or, as directed by STATE, to an individual to the extent and in the manner required by § 164.524 of the HIPAA regulations. "Designated Record Set" means the group of records maintained for the STATE that included medical, dental and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for STATE health plans; or those records used to make decisions about individuals on behalf of the STATE. Business Associate shall respond to requests for access to records transmitted by the STATE within 10 days of receipt of the request by producing the records or verifying that there are none.
 - h. To make any amendment(s) to PHI that the STATE directs or agrees to in accordance with § 164.526 of the HIPAA regulations individual in the time and manner designated by the STATE.
 - i. To mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of these special conditions.

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- j. To provide written notice to STATE within 2 business days of discovery by Business Associate that PHI has been used or disclosed other than as provided for by these special conditions.
 - k. To immediately report to STATE any security incident of which it becomes aware with respect to PHI that is in the custody of Business Associate by calling the MQD Civil Defense Coordinator at (808) 348-9171. Written notice shall be provided within 2 business days of discovery. Business Associate shall take (1) prompt corrective action to cure any deficiencies and (2) any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations. Business Associate shall investigate such breach and provide a written report of the investigation and resultant mitigation within thirty (30) calendar days of the discovery of the breach.
 - l. Notices: Whenever written notice is required under this Agreement, it should be mailed and/or faxed to:

MQD HIPAA Project Manager
P.O. Box 700190
Kapolei, Hawaii 96709-0190

Fax: (808) 692-8155
 - m. To train and use reasonable measures to ensure compliance with the requirements of these special conditions by employees who assist in the performance of functions or activities on behalf of the STATE under this Agreement and use or disclose PHI; and discipline such employees who intentionally violate any provisions of these special conditions, including by termination of employment.
4. Permitted Uses and Disclosures by Business Associate
- a. General Use and Disclosure Provisions. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, STATE as specified in this Agreement, provided that such use or disclosure would not violate the HIPAA regulations if done by STATE or the minimum necessary policies and procedures of the STATE.
 - b. Specific Use and Disclosure Provisions
 - (i) Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
 - (ii) Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information 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 the Business Associate of any instances

APPENDIX D

of which it is aware in which the confidentiality of the information has been breached.

- (iii) Except as otherwise limited in this Agreement, Business Associate may use PHI to provide data aggregation services to STATE as permitted by § 164.504(e)(2)(i)(B) of the HIPAA regulations.
 - (iv) Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1) of the HIPAA regulations.
5. Permissible Requests by STATE. STATE shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA regulations if done by STATE, except if Business Associate will use or disclose PHI for data aggregation or management and administrative activities of Business Associate.
6. Termination for Cause. In addition to any other remedies provided for by this Agreement, upon STATE's knowledge of a material breach by Business Associate of these special conditions, STATE shall either:
- a. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
 - b. If neither termination nor cure are feasible, STATE shall report the violation to the Secretary.
7. Effect of Termination.
- a. Except as provided in section 7.b, below, upon termination of this Agreement, for any reason, Business Associate shall, at STATE's option, return or destroy all PHI received from STATE, or created or received by Business Associate on behalf of STATE. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.
 - b. In the event that Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall provide to STATE notification of the conditions that make return or destruction not feasible. For any period of time that return or destruction of PHI is not feasible or not completed, Business Associate shall extend the protections of these special conditions to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.
8. Miscellaneous
- a. Regulatory References. A reference in these special conditions to a section in the HIPAA regulations means the section in effect or as amended.
 - b. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for STATE to comply with the requirements of the HIPAA and the HIPAA Regulations, as the same may be amended.

APPENDIX D

- c. Survival. The respective rights and obligations of Business Associate under Section 7.b, above, shall survive the termination of this Agreement.
- d. Interpretation. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA regulations, as amended, the HIPAA regulations shall control. Where provisions of this Agreement are different than those mandated in the HIPAA regulations, but are nonetheless permitted by the HIPAA regulations, the provisions of this Agreement shall control. Any ambiguity in this Agreement shall be resolved to permit STATE to comply with the HIPAA regulations.
- e. Third Party Rights. These Special Conditions are entered into solely between, and may be enforced only by, Business Associate and the STATE. These special conditions shall not be deemed to create any rights in third parties or to create any obligations of Business Associate or the STATE to any third party.

APPENDIX E

STANDARDS OF CONDUCT

APPENDIX E

CONTRACT NO. _____

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 percent (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 declarations

* 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. _____

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 F

WRITTEN QUESTIONS FORMAT

APPENDIX F

**WRITTEN QUESTIONS FORMAT
BEHAVIORAL HEALTH RFP**

Question #	Section #	Page #	Paragraph	Question

APPENDIX G

MINIMUM PROVIDER REQUIREMENTS

APPENDIX G

MINIMUM PROVIDER REQUIREMENTS

Behavioral Health Provider (BHP) Requirement:

The BHMC plan must have contracts with at least 1 BHP per 15 BHMC members.

BHP's may be any of the following:

- Psychiatrists
- Psychologists
- Psychiatric nurse practitioner or clinical specialist in Adult psychiatric and Mental Health Nursing
- Licensed Social Worker with clinical experience and/or substance abuse certification

RATES FOR THE ENTIRE BHMC PLAN

Behavioral Health Providers	
Specialty	Number of providers required
Psychiatrists	40
Psychologists	40
Advanced Practice Nurses	List numbers in Appendix M-Provider Matrix
Licensed Social Workers	List numbers in Appendix M-Provider Matrix
Case Managers	Every client to have a Case Manager even if CM is contracted out

**MINIMUM BHP PROVIDER NETWORK
for Maui, Kauai, and Hawaii**

The following providers must be available ON ISLAND

Provider Type	Minimum # required
Psychiatrist	1=Maui, Kauai; 2=Hawaii**
Hospital	1=Maui, Kauai; 2=Hawaii**

**= for Hawaii, the requirement of 2 means 1 Hilo and 1 Waimea-Kona

**APPENDIX H SERVICES & MISC ITEMS NOT COVERED
BY HAWAII QUEST PROGRAM**

APPENDIX H

SERVICES AND MISCELLANEOUS ITEMS NOT COVERED BY THE HAWAII QUEST PROGRAM

1. Personal care items such as shampoos, toothpaste, toothbrushes, mouth washes, denture cleansers, shoes, slippers, clothing, laundry services, baby oil and powder, sanitary napkins, soaps, lip balm, band aids
2. Non-medical items such as books, telephones, beepers, radios, linens, clothing, television sets, computers, air conditioners, air purifiers, fans, household items or furnishings
3. Experimental and/or investigational services, procedures, drugs, devices, and treatments; drugs not approved by the FDA, brand name drugs except single source drugs and brand name drugs when required by statute
4. Gender reassignment - all medical, surgical, and/or psychiatric services and drugs, including hormones, needed for changing the sex of an individual
5. In vitro fertilization, reversal of sterilization, artificial insemination, sperm banking procedures; procedures and drugs to treat infertility or enhance fertilization
6. Biofeedback, acupuncture, naturopathic services, faith healing, Christian Science services, hypnosis, massage treatment (by masseurs)
7. Obesity treatment, weight loss programs; food, food supplements including prepared formulas, health foods
8. Cosmetic surgery or treatment - cosmetic rhinoplasty, reconstructive, or plastic surgery to improve appearance and not bodily function, piercing of ears and other body areas, electrolysis, hair transplantation, reduction and augmentation mammoplasty, paniclectomy, and other body sculpturing procedures, excision or destruction of benign skin or subcutaneous lesions without medical justification
9. Tuberculosis services when provided free to the general public
10. Hansen's Disease treatment or follow-up
11. Treatment of persons confined to public institutions
12. Penile and testicular prostheses and related services
13. Psychiatric care and treatment for sex and marriage problems, weight control, employment counseling, primal therapy, long term character analysis, marathon group therapy, and/or consortium
14. Routine feet care; treatment of flat feet

15. Swimming lessons, summer camp, gym membership, weight control classes and drugs, which include use of hypnosis, acupuncture, and biofeedback.
16. Stand-by services by stand-by physicians, telephone consultations, telephone calls, writing of prescriptions, stat charges
17. All medical and surgical procedures, therapies, supplies, drugs, equipment for the treatment of sexual dysfunction
18. Beds - lounge beds, bead beds, water beds, day beds; overbed tables, bed lifters, bed boards, bed side rails if not an integral part of a hospital bed
19. Topical application of oxygen
20. Contact lenses for cosmetic purposes; bifocal contact lenses
21. Oversized lenses, blended or progressive bifocal lenses, tinted or absorptive lenses (except for aphakia, albinism, glaucoma, medical photophobia), trifocal lenses (except as a specific job requirement), spare glasses
22. Orthoptic training
23. Physical exams for employment when the patient is self-employed or as a requirement for continuing employment (i.e. truck and taxi drivers' licensing, other P.E.s as a requirement for continual employment by the State or Federal Government, or by private business)
24. Physical exams and immunizations for travel - domestic or foreign
25. Physical exams, psychological evaluations and/or immunizations as a requirement for Hawaii or other states' drivers' licenses or for the purpose of securing life and other insurance policies or plans.
26. Organ transplants not meeting the guidelines established by the Medicaid program and organ transplants not specifically identified as a Medicaid benefit.