

# APPENDICES

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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, 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.

**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 offeror 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 also affirm, by signing this proposal, that we have reviewed the reference materials in the State's documentation library and that we have used this documentation as a basis for submitting our firm fixed price cost proposal.

It also understood that failure to enter into the contract upon award shall result in forfeiture of the surety bond. We agree, if awarded the contract, to deliver goods or services which meet or exceed the specifications.

\_\_\_\_\_  
Authorized Offeror's Signature/Corporate Seal

\_\_\_\_\_  
Date

## DISCLOSURE STATEMENT (CMS REQUIRED)

DHS may refuse to enter into a contract and may suspend or terminate an existing contract, if the offeror fails to disclose ownership or controlling information and related party transaction as required by this policy.

Financial Disclosure requirements in accordance with 42 CFR 455.100 through 455.106 are:

### 455.104 Information on Ownership & Control

- (1) The name and address of each person with an ownership or controlling interest in the disclosing entity.
- (2) The name and address of each person with an ownership or controlling interest in any subcontractor in which the disclosing entity has direct or indirect ownership of five (5) percent or more.
- (3) Names of persons named in (a) and (b) above who are related to another as spouse, parent, child or sibling of those individuals or organizations with an ownership or controlling interest.
- (4) The names of any other disclosing entity in which a person with an ownership or controlling interest in the disclosing entity also has an ownership or controlling interest.

### 455.105 Information Related to Business Transactions

- (5) The ownership of any subcontractor with whom the offeror has had business transactions totaling more than \$25,000 during the past 12-month period.
- (6) Any significant business transactions between the offeror and any wholly owned supplier or between the offeror and any subcontractor during the past five-year period.

### 455.106 Information on Persons Convicted of Crimes

- (7) Name of any person who has an ownership or controlling interest in the offeror, or is an agent or managing employee of the offeror, and has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or the Title XX services program since the inception of those programs.

- b) Additional information which must be disclosed to DHS is as follows:
- (1) Names and addresses of the Board of Directors of the disclosing entity.
  - (2) Name, title and amount of compensation paid annually (including bonuses and stock participation) to the ten (10) highest management personnel.
  - (3) Names and addresses of creditors whose loans or mortgages are secured by a five (5) percent or more interest in the assets of the disclosing entity.
- c) Additional Related Party Transactions which must be disclosed to DHS is as follows:
- (1) Describe transactions between the disclosing entity and any related party in which a transaction or series of transactions during any one (1) fiscal year exceeds the lesser of \$10,000 or two (2) percent of the total operating expenses of the disclosing entity. List property, goods, services, and facilities involved in detail. Note the dollar amounts or other consideration for each item and the date of the transaction(s). Also include justification of the transaction(s) as to the reasonableness, potential adverse impact on the fiscal soundness of the disclosing entity, and the nature and extent of any conflict of interest. This requirement includes, but is not limited to, the sale or exchange, or leasing of any property; and the furnishing for consideration of goods, services or facilities.
  - (2) Describe all transactions between the disclosing entity and any related party which includes the lending of money, extensions of credit or any investments in a related party. This type of transaction requires advance administrative review by the Director before being made.
  - (3) As used in this section, "related party" means one that has the power to control or significantly influence the offeror, or one that is controlled or significantly influenced by the offeror. "Related parties" include, but are not limited to, agents, managing employees, persons with an ownership or controlling interest in the disclosing entity, and their immediate families, subcontractors, wholly-owned subsidiaries or suppliers,

parent companies, sister companies, holding companies, and other entities controlled or managed by any of such entities or persons.

#### 42 CFR 455.101 DEFINITIONS

- a) "Agent" means any person who has been delegated the authority to obligate or act on behalf of a provider.
- b) "Convicted" means that a judgment of conviction has been entered by a Federal, State or local court, regardless of whether an appeal from that judgment is pending.
- c) "Disclosing entity" means a QUEST provider or health plan.
- d) "Other disclosing entity" means any other QUEST disclosing entity and any entity that does not participate in QUEST but is required to disclose certain ownership and control information because of participation in any of the programs established under Title V, XVIII, or XX of the Social Security Act. This includes:
  - (1) Any hospital, skilled nursing facility, home health agency, independent clinical laboratory, renal disease facility, rural health clinic, or health maintenance organization that participates in Medicare (Title XVIII);
  - (2) Any Medicare intermediary or carrier; and
  - (3) Any entity that furnishes, or arranges for the furnishing of, health-related services for which it claims payment under any plan or program established under Title V or Title XIX of the Social Security Act.
- e) "Fiscal agent" means a contractor that processes or pays vendor claims on behalf of DHS.
- f) "Group of practitioners" means two or more health care practitioners who practice their profession at a common location (whether or not they share common facilities, common supporting staff, or common equipment).
- g) "Indirect ownership interest" means an ownership interest in an entity that has an ownership interest in the disclosing entity. This term includes an ownership interest in any entity that has an indirect ownership interest in the disclosing entity.
- h) "Managing employee" means a general manager, business manager, administrator, director, or other individual who exercises operational or

managerial control over, or who directly or indirectly conducts the day-to-day operation of an institution, organization or agency.

- i) "Ownership interest" means the possession of equity in the capital, the stock, or the profits of the disclosing entity.
- j) "Person with an ownership or controlling interest" means a person or corporation that:
  - (1) Has an ownership interest totaling five (5) percent or more in a disclosing entity;
  - (2) Has an indirect ownership interest equal to five (5) percent or more in a disclosing entity;
  - (3) Has a combination of direct and indirect ownership interests equal to five (5) percent or more in a disclosing entity;
  - (4) Owns an interest of five (5) percent or more in any mortgage, deed of trust, note, or other obligation secured by the disclosing entity if that interest equals at least five (5) percent of the value of the property or assets of the disclosing entity;
  - (5) Is an officer or director of a disclosing entity that is organized as a corporation; or
  - (6) Is a partner in a disclosing entity that is organized as a partnership.
- k) "Significant business transaction" means any business transaction or series of transactions that, during any one fiscal year, exceed the lesser of \$25,000 and five (5) percent of an offeror's total operating expenses.
- l) "Subcontractor" means:
  - (1) An individual, agency, or organization to which a disclosing entity has contracted or delegated some of its management functions or responsibilities of providing medical care to its patients; or
  - (2) An individual, agency, or organization with which a fiscal agent has entered into a contract, agreement, purchase order, or lease (or leases of real property) to obtain space, supplies, equipment, or services provided under the DHS agreement.

**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 an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of 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.

Offeror: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

- m) "Supplier" means an individual, agency, or organization from which a Provider purchases goods and services used in carrying out its responsibilities under its DHS contract (e.g., a commercial laundry, a manufacturer of hospital beds, or a pharmaceutical firm).
- n) "Wholly owned subsidiary supplier" means a subsidiary or supplier whose total ownership interest is held by an offeror or by a person, persons, or other entity with an ownership or controlling interest in an offeror.

**DISCLOSURE STATEMENT**

a. Instructions

DHS is concerned with monitoring the existence of related party transactions in order to determine if any significant conflicts of interest exist in the offeror's ability to meet QUEST objectives. Related party transactions include transactions which are conducted in an arm's length manner or are not reflected in the accounting records at all (e.g., the provision of services without charge).

Transactions with related parties maybe in the normal course of business or they may represent something unusual for the offeror. In the normal course of business, there may be numerous routine and recurring transactions with parties that meet the definition of a related party. Although each party may be appropriately pursuing its respective best interests, this is usually not objectively determinable. In addition to transactions in the normal course of business, there may be transactions which are neither routine nor recurring and may be unusual in nature or in financial statement impact.

- 1) Describe transactions between the offeror and any related party in which a transaction or series of transactions during any one (1) fiscal year exceeds the lesser of \$10,000 or two (2) percent of the total operating expenses of the disclosing entity. List property, goods, services and facilities in detail noting the dollar amounts or other consideration for each and the date of the transaction(s) including a justification as to the reasonableness of the transaction(s) and its potential adverse impact on the fiscal soundness of the disclosing entity.

a) The sale or exchange, or leasing of any property:

<u>Description of Transaction(s)</u>	<u>Name of Related Party and Relationship</u>	<u>Dollar Amount for Reporting Period</u>

Justification

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b) The furnishing for consideration of goods, services or facilities:

<u>Description of Transaction(s)</u>	<u>Name of Related Party and Relationship</u>	<u>Dollar Amount for Reporting Period</u>
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2. Describe all transactions between the disclosing entity and any related party which includes the lending of money, extensions of credit or any investments in a related party. This type of transaction requires advance administrative review by the Director before being made.

<u>Description of Transaction(s)</u>	<u>Name of Related Party and Relationship</u>	<u>Dollar Amount for Reporting Period</u>
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**FINANCIAL REPORTING GUIDE FORMS**

**ORGANIZATION STRUCTURE AND FINANCIAL PLANNING FORM**

1) If other than a government agency:

a) When was your organization formed?

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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:

SERVICE COMPONENT    LICENSE /REQUIREMENT    RENEWAL DATE

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:

4) 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 offeror's facilities (including subcontractors) are inaccessible to or unusable by handicapped persons?

(note: Check with Local Zoning ordinances for handicapped requirements.)

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, briefly describe how such assurance is provided.

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

5) Prior Convictions

List all felony convictions of any key personnel (i.e., Chief Executive Officer, Plan 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.

6) Federal Government Suspension/Exclusion

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

Yes \_\_\_\_\_

No \_\_\_\_\_

If yes, please explain:

## FINANCIAL PLANNING FORM

1) Is the offeror's accounting system based on a cash, accrual or modified method?

(a) Cash [ ]

(b) Accrual [ ]

(c) Modified [ ] give brief explanation

2) Does the offeror prepare an annual financial statement?

Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, provide a copy of the latest report.

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 offeror 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 the offeror's last audit?

Yes \_\_\_\_\_ No \_\_\_\_\_

If no, provide the name, address and telephone number of the firm that performed the offeror'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 offeror, by its submission, certifies the letter is unaltered.

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

- 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 offeror have an accounting manual? Yes \_\_\_\_\_ No \_\_\_\_\_

If no, the offeror 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 offeror agrees to furnish copies of such written accounting policies and procedures for inspection upon request from the DHS.

- 6) Does the offeror 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 offeror 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 offeror or its owner(s).

- 9) Are there any suits, judgments, tax deficiencies, or claims pending against the offeror? Yes \_\_\_\_\_ No \_\_\_\_\_

Briefly describe each item and indicate probable amount.

\$ \_\_\_\_\_

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

Yes \_\_\_\_\_ No \_\_\_\_\_

When? \_\_\_\_\_

- 11) Do(es) the offeror'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 offeror have a performance bonding mechanism in accordance with DHS Rules? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes,

Amount of Bond: \$ \_\_\_\_\_  
Term of Bond: \_\_\_\_\_ Term of Bond: \_\_\_\_\_  
Bonding Company: \_\_\_\_\_  
Restrictions on Bond: \_\_\_\_\_

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

- 13) Does the offeror have a financial management system to account for incurred, but not reported liabilities? Yes \_\_\_\_\_ No \_\_\_\_\_

If no, the offeror must describe in detail (and attach this description to this form) how it intends to manage, monitor and control IBNR's. The offeror, 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 IBNR's 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 offeror must provide a copy of their IBNR procedures and a summary of their IBNR practices. If these procedures do not adequately support any response to this item the offeror 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 offeror 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 offeror have a full-time (100%) controller or chief financial officer?  
Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, Enter Name: \_\_\_\_\_
- 15) Are the following items reported on the offeror's financial statements?
  - a) Medicare Reimbursement Yes \_\_\_\_\_ No \_\_\_\_\_
  - b) Other third-party recoveries Yes \_\_\_\_\_ No \_\_\_\_\_

If no, explain why.

16) Was an actuarial firm used to assist in developing capitation rates?

Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, what is the name of actuary and actuarial firm.

\_\_\_\_\_ Actuary \_\_\_\_\_ Actuarial Firm

17) Did a firm or organization provide the offeror with any assistance in making this offer (to include developing capitation rates or providing any other technical assistance)?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, what is the name of this firm?

\_\_\_\_\_ Name

\_\_\_\_\_ Address

## FINANCIAL PERFORMANCE FORM

The offeror must indicate its current status for each measure (based on their most recent audited financial statements below).

<u>FINANCIAL MEASURES</u>	<u>OFFERORS CURRENT STATUS*</u>		<u>TARGET VIABILITY CRITERIA</u>
	<u>(Audited)</u>	<u>(Unaudited)</u>	
Working Capital Ratio	_____	_____	At Least .90
Equity per Enrollee	_____	_____	At Least \$100.
Net Medical Costs as a % of Capitation Revenues	_____	_____	No More Than 88% (plans over 8,000 members) No More Than 86% (small plans of 8,000 members and under)
Administrative Costs (To include Contingencies) as a % of Capitation Revenues	_____	_____	No More Than 8% (plans over 8,000 members) No More Than 8% (small plans of 8,000 members and under)
Day Claims Outstanding	_____	_____	No More Than 90 days (IBNRs) No More Than 45 Days (RBUCS)

\*Audited Current Status means measures developed from offeror audited financial statements for the most recently completed fiscal year. Unaudited Current Status means measures developed from the most recent year-to-date offeror internally prepared financial statements. All changes of more than 2% for working capital, \$10 for equity per enrollee, 3% for net medical cost, 2% for administrative cost, or 10 days for claims outstanding must be explained in written narrative and submitted as part of the offeror's response to this request for proposal.

A new offeror is to project these ratios based on its financial plan. Insert the projected ratios in the "Unaudited" column.

## CONTROLLING INTEREST FORM

The offeror 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 offeror's proposal as unresponsive.

<u>NAME</u>	<u>ADDRESS</u>	<u>OWNER OR CONTROLLER</u>	<u>HAS CONTROLLING INTEREST</u>	
			<u>YES</u>	<u>NO</u>

## BACKGROUND CHECK INFORMATION

The offeror 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.

<u>NAME**</u>	EVER KNOWN BY		<u>SOCIAL SECURITY ACCOUNT NUMBER</u>	<u>DATE OF BIRTH (DA/MO/YR)</u>	PLACE OF
	<u>YES</u>	<u>NO</u>			BIRTH
					<u>CITY/COUNTRY</u>

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

\*\*For each person listed:

- a) give addresses for the last 10 years
- b) ever suspended from any federal program for any reason?

Yes  No  If yes, please explain.

## OPERATIONAL CERTIFICATION SUBMISSION

The offeror must complete the attached certification as documentation that it shall maintain member handbook, appointment procedures, referral procedures and other operating requirements in accordance with either DHS rule(s) or policies and procedures.

By signing below the offeror certifies that it shall at all times during the term of this contract provide and maintain member handbook, appointment procedures, referral procedures, quality assurance program, utilization management program and other operating requirements in accordance with either DHS rule(s) or policies and procedures. The offeror warrants that in the event DHS discovers, through an operational review, that the offeror has failed to maintain these operating procedures, the offeror will be subject to a non-refundable, non-waivable sanction in accordance with DHS Rules.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**GRIEVANCE SYSTEM FORM**

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

I hereby certify that \_\_\_\_\_  
(Offeror 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 offeror must have a grievance policy for recipients and providers which defines their rights regarding any adverse action by the offeror. 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**

Offeror shall provide the following:

1. Commercial General Liability Insurance is provided by:

Insurance Company \_\_\_\_\_

Coverage \_\_\_\_\_

2. Reinsurance is provided by:

Insurance Company \_\_\_\_\_

Coverage \_\_\_\_\_

3. Other forms of insurance will be provided by:

Type: \_\_\_\_\_

Insurance Company \_\_\_\_\_

Coverage \_\_\_\_\_

Type: \_\_\_\_\_

Insurance Company \_\_\_\_\_

Coverage \_\_\_\_\_

Type: \_\_\_\_\_

Insurance Company \_\_\_\_\_

Coverage \_\_\_\_\_

Offeror: \_\_\_\_\_



## IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

## DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**Elimination of Barriers to Contracting Between FQHC/RHCs and  
Health Plans**

Health Plan Name \_\_\_\_\_

1. Does the health plan assure that it will make payments for services to FQHCs and RHCs in its network that are no less than the level and amount of payment which the health plan would make for like services furnished by a provider which is not an FQHC or an RHC?
  
2. Identify any FQHC or RHC that has an ownership or control interest in the health plan, as defined in Section 72.400 of RFP-MQD-2006-00xxx.
  
3. Attach signed attestations from each entity (using the form provided in Appendix Z) identified in paragraph 2 confirming that the identified entities have agreed to participate or will, if requested, participate in the network of any other health plan participating in the programs to provide services to eligible QUEST, QUEST Net, and QUEST ACE recipients, so long as the requesting health plan has offered payment terms that comply with the requirements of Section 60.410 of RFP-MQD-2006-00xxx.

\_\_\_\_\_  
Chief Executive Officer Name

\_\_\_\_\_  
Chief Executive Officer Signature

\_\_\_\_\_  
Date

**Elimination of Barriers to Contracting Between FQHC/RHCs and  
Health Plans**

Health Plan Name \_\_\_\_\_

1. Does the health plan assure that it will make payments for services to FQHCs and RHCs in its network that are no less than the level and amount of payment which the health plan would make for like services furnished by a provider which is not an FQHC or an RHC?
  
2. Identify any FQHC or RHC that has an ownership or control interest in the health plan, as defined in Section 72.400 of RFP-MQD-2006-00xxx.
  
3. Attach signed attestations from each entity (using the form provided in Appendix Z) identified in paragraph 2 confirming that the identified entities have agreed to participate or will, if requested, participate in the network of any other health plan participating in the programs to provide services to eligible QUEST, QUEST Net, and QUEST ACE recipients, so long as the requesting health plan has offered payment terms that comply with the requirements of Section 60.410 of RFP-MQD-2006-00xxx.

\_\_\_\_\_  
Chief Executive Officer Name

\_\_\_\_\_  
Chief Executive Officer Signature

\_\_\_\_\_  
Date

**Elimination of Barriers to Contracting Between FQHC/RHCs and  
Health Plans**

Name of FQHC or RHC: \_\_\_\_\_

I hereby certify that I have read and understand the requirements of Section 72.400 of RFP-MQD-2006-00xxx and further certify that the above-named entity has agreed to participate or will, if requested, participate in the network of any health plan participating in the programs to provide services to eligible QUEST, QUEST Net, and QUEST ACE recipients, so long as the requesting health plan has offered payment terms that comply with the requirements of Section 60.410 of RFP-MQD-2006-00xxx. I further certify that I am authorized to make this attestation on behalf of the above-named entity.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

## 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 at wages or salaries not less than wages paid to the public officers and employees for similar work, if similar positions are listed in the classification plan of the public sector.
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.

Offeror: \_\_\_\_\_

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 \_\_\_\_\_, 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).

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).

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, Hawaii Revised Statutes, commonly referred to as the Code of Ethics, including the provisions which are the source of the 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.

DATED: Honolulu, Hawaii, \_\_\_\_\_

**PROVIDER**

By \_\_\_\_\_  
(signature)

Print Name \_\_\_\_\_

Print Title \_\_\_\_\_

Name of Provider \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_



**ADDITIONAL PROVIDER AND SERVICES INFORMATION FOR LOI  
BETWEEN PROVIDERS AND APPLICANTS  
FOR PROVISION OF SERVICES TO QExA MEMBERS**

1. MQD PROVIDER IDENTIFICATION NUMBER, if any \_\_\_\_\_

2. PROVIDER'S PRINTED NAME \_\_\_\_\_

3. ADDRESS (where services will be provided)  
If services will be provided in more than one location, attach  
separate sheet with addresses. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. ZIP CODE \_\_\_\_\_

5. COUNTY \_\_\_\_\_

6. TELEPHONE \_\_\_\_\_

7. FAX \_\_\_\_\_

Check here if additional service site information is  
attached.

8. PROVIDER TYPE (e.g. PCP (indicate type), specialist  
(indicate type), hospital, nursing facility, community care  
management agency, home health agency, community  
care foster family home, behavioral health provider) \_\_\_\_\_

9. SERVICE(S) TO BE PROVIDED TO QExA MEMBERS \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. AREAS OF PROVIDER SPECIALTY, IF ANY \_\_\_\_\_

11. LANGUAGES SPOKEN BY THE PROVIDER (OTHER  
THAN ENGLISH) \_\_\_\_\_

12. NAME OF HOSPITAL(S) WHERE PHYSICIAN HAS  
ADMITTING PRIVILEGES \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DISCLOSURE STATEMENT**

PLAN 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 Health Plan, 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 QUEST.

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Chief Executive Officer  
(Name and Title Typewritten)

\_\_\_\_\_  
Notarized

\_\_\_\_\_  
Signature

**DISCLOSURE STATEMENT  
OWNERSHIP**

Health Plan Name, Plan No.: \_\_\_\_\_  
Address (City, State, Zip): \_\_\_\_\_  
Telephone: \_\_\_\_\_

For the period beginning: \_\_\_\_\_ and ending \_\_\_\_\_

Type of Health Plan:

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

Type of Entity:

- |   |   |
|---|---|
| <input type="radio"/> Sole Proprietorship | <input type="radio"/> For-Profit            |
| <input type="radio"/> Partnership         | <input type="radio"/> Not-For-Profit        |
| <input type="radio"/> Corporation         | <input type="radio"/> Other (Specify) _____ |
| <input type="radio"/> Governmental        |   |

455.104 Information on Ownership and Control

- a. List the names and addresses of any individuals or organizations with an ownership or controlling interest in the disclosing entity. "Ownership or control interest" means, with respect to the entity, an individual or organization who (A)(i) has a direct or indirect ownership interest of 5 per centum or more in the entity, or in the case of a nonprofit corporation, is a member; or (ii) is the owner of a whole or part interest in any mortgage, deed or trust, note, or other obligation secured (in whole or in part) by the entity or any of the property or assets thereof, which whole or part interest is equal to or exceeds 5 per centum of the total property and assets of the entity; or (B) has the ability to appoint or is otherwise represented by an officer or director of the entity, if the entity is organized as a corporation; or (C) is a partner in the entity, if the entity is organized as a partnership.

<u>Name</u>	<u>Address</u>	<u>Percent of Ownership of Control</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- b. List the names and addresses of any individuals or organizations with an ownership or controlling interest in any subcontractor in which the disclosing entity has direct or indirect ownership of five (5) percent or more.

<u>Name</u>	<u>Address</u>	<u>Percent of Ownership of Control</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- c. Names of persons named in (a) and (b) above who are related to another as spouse, parent, child, or sibling of those individuals or organizations with an ownership or controlling interest.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- d. List the names of any other disclosing entity in which a person with an ownership or controlling interest in the disclosing entity also has an ownership or controlling interest.

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455.105 Information Related to Business Transactions

- e. List the ownership of any subcontractor with whom the offeror has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request.

<u>Describe Ownership of Subcontractors</u>	<u>Type of Business Transaction with Provider</u>	<u>Dollar Amount of Transaction</u>

- f. List any significant business transactions between the offeror and any wholly owned supplier or between the offeror and any subcontractor during the five-year period ending on the date of the request.

<u>Describe Ownership of Subcontractors</u>	<u>Type of Business Transaction with Provider</u>	<u>Dollar Amount of Transaction</u>

455.106 Information on Persons Convicted of Crime

- g. List the names of any person who has ownership or controlling interest in the offeror, or is an agent or managing employee of the offeror and has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid or the Title XX services program since the inception of those programs.

Name

Address

Title


2. Additional information which must be disclosed to DHS as follows:

a. List the names and addresses of the Board of Director of the Plan.

Name/Title

Address

<u>Name/Title</u>	<u>Address</u>

b. Names and titles of the ten (10) highest paid management personnel including but not limited to the Chief Executive Officer, the Chief Financial Officer, Board of Chairman, Board of Secretary, and Board of Treasurer:

Name/Title

Address

<u>Name/Title</u>	<u>Address</u>

- c. List names and addresses of creditors whose loans or mortgages exceeding five percent (5) and are secured by the assets of the Health Plan.

<u>Name</u>	<u>Address</u>	<u>Amount of Debt</u>	<u>Description of Security</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____