

**STATE OF HAWAII**

**DEPARTMENT OF HUMAN SERVICES  
MED-QUEST DIVISION  
KAPOLEI, HAWAII**

**Legal Ad Date: February 8, 2008**

**REQUEST FOR PROPOSALS**

**No. RFP-MQD-2008-015**

**Competitive Sealed Proposals:**

**To Provide Educational and Outreach Services**

**will be received up to 2:00 p.m. Hawaii Standard Time (H.S.T.)  
on March 10, 2008  
in the Department of Human Services  
Med-QUEST Division  
1001 Kamokila Boulevard, Room 317  
Kapolei, Hawaii 96707**

Note: If this RFP was downloaded from the State Procurement Office RFP Website each applicant must provide contact information to the RFP contact person for this RFP to be notified of any changes. For your convenience, you may download the [RFP Interest form](#), complete and e-mail or mail to the RFP contact person. The State shall not be responsible for any missing addenda, attachments or other information regarding the RFP if a proposal is submitted from an incomplete RFP.

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## **SECTION 10 ADMINISTRATIVE OVERVIEW**

### **10.100 Purpose of the Request for Proposal**

As a part of welfare reform, Congress repealed the Aid to Families with Dependent Children (AFDC) program and replaced it with a time limited welfare program entitled Temporary Assistance to Needy Families (TANF). When TANF was created under section 1931, the cash assistance program was “delinked” from Medicaid.

For many years, the cash program was the vehicle for obtaining medical coverage for many families. As the number of TANF cases declined nationwide, Congress became concerned that many low-income families were losing medical coverage as they transitioned from welfare to self-sufficiency. To assist the states in addressing this challenge, Congress established a \$500 million 1931 fund to help states improve Medicaid program enrollment and eligibility determination processes as they relate to the “delinking” of financial assistance and medical assistance.

For a variety of reasons, even though the TANF rolls have decreased, Hawaii has not experienced a corollary significant drop in the Medicaid coverage (QUEST) program. The state continues to provide medical coverage for TANF recipients and has implemented procedures and system modifications to enable families to retain medical coverage even as TANF benefits have been terminated. Still, the state seeks to fully utilize the available 1931 delinking funding opportunity and is seeking qualified organizations to provide educational, outreach and local community activities targeting families with dependent children who are potentially or currently eligible for medical coverage.

The purpose of this Request for Proposal (RFP), is to solicit proposals for a qualified Contractor to:

- Identify persons who are not eligible for or not interested in applying for TANF, but eligible for medical coverage under the section 1931 eligibility category.
- Educate families that Medicaid eligibility is not tied to the receipt of TANF.

- Educate families losing TANF benefits that they may qualify for transitional medical coverage.

The organizations responding to this RFP must be able to provide the required services on a statewide basis. Proposals limited to a specific island or county will not be accepted.

The successful Contractor shall provide all staffing, office space, office equipment, travel expenses, computer hardware and software procedures required to perform the services described herein. The Contractor shall be responsible for all costs of providing the required services as described in this RFP.

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

The Department of Human Services (DHS) reserves the right to modify, amend, change, add or delete any requirements in this RFP and in the documentation library to serve the best interest of the State. If significant amendments are made to the RFP, the State will consider allowing Offerors additional time to submit their proposals.

Offerors are encouraged to read each section of the RFP thoroughly. While sections may appear similar among RFP's, state purchasing agencies may add additional information as applicable. It is the responsibility of the Offeror to understand the requirements of each RFP.

#### **10.200 Authority for Issuance of RFP**

This RFP is issued under the provisions of the Hawaii Revised Statutes (HRS), Chapter 103F and its administrative rules. All prospective Offerors are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed proposal by any Offerors shall constitute admission of such knowledge on the part of such Offeror. Failure to comply with any requirement may result in the rejection of the proposal. DHS reserves the right to reject any or all proposals received or to cancel this RFP, according to the best interest of the State.

### **10.300 Issuing Officer**

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

Mr. Alan Matsunami, HCMB Acting Administrator  
DHS/Med-QUEST Division  
1001 Kamokila Boulevard, Suite 317  
Kapolei, HI 96707  
Telephone: (808) 692-8083  
Fax: (808) 692-7989

### **10.400 Use of Subcontractors**

In the event of a proposal submitted jointly by more than one organization, one organization shall be designated as the primary Offeror and shall have responsibility for not less than forty percent (40%) of the work to be performed. All other participants shall be designated as Subcontractors. Subcontractors shall be identified by name and by a description of the services/functions they will be performing. The primary Offeror shall be wholly responsible for the entire performance whether or not subcontractors are used. The Primary Offeror shall sign the contract with DHS.

If a Subcontractor is used, the Offeror shall ensure the MQD that they, as the Primary Offeror, have the ultimate responsibility and that the Subcontractor(s) will provide health services that meet the criteria of this RFP. Subcontractors must be responsive and responsible to meet the expectations of the Primary Offeror and MQD.

### **10.500 Organization of the RFP**

This RFP is composed of eight sections plus appendices:

- Section 10 – Administrative Overview – Provides general information on the purpose of the RFP, the authorities relating to the issuance of the RFP and the organization of the RFP.
- Section 20 - RFP Schedule and Requirements– Provides information on the rules and schedules for procurement of the educational and outreach services.

- Section 30 – Background – Describes the current medical assistance program, Medicaid fee-for-service, QUEST, QUEST-Net, and the role of DHS.
- Section 40 – Scope of Services- Provides information on the educational and outreach services to be provided under the contract.
- Section 50 – Terms and Conditions – Describes the terms and conditions under which the work will be performed.
- Section 60 – Technical Proposal – Defines the required format of the technical proposal and the minimum information to be provided in the proposal.
- Section 70 – Business Proposal – Defines the required format of the business proposal and the minimum information to be provided in the proposal.
- Section 80 – Evaluation – Defines the evaluation criteria and explains the evaluation process.

Various appendices are included to support the information presented in Sections 10 through 80. Offerors are advised that the entire RFP, any addenda, and the corresponding proposal shall be a part of the contracts with the successful Offerors.

## **SECTION 20                    RFP SCHEDULE AND REQUIREMENTS**

### **20.100     RFP Timeline**

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

Issue RFP	February 8, 2008
Orientation	February 15, 2008
Submission of written questions	February 21, 2008
Written responses to questions	February 26, 2008
Notice of Intent to Propose	February 29, 2008
Receipt of proposals	March 10, 2008
Contract Award	March 14, 2008
Implementation	March 24, 2008

### **20.200     Orientation Conference**

An orientation for offerors in reference to this RFP will be held on February 15, 2008 at 10:00 a.m. (H.S.T.) at the Med-QUEST Office, at 1001 Kamokila Boulevard, Suite 313, Kapolei, Hawaii.

Offerors are encouraged to submit written questions prior to the orientation conference. Impromptu questions will be permitted at the orientation and spontaneous answers provided at the state purchasing agency's discretion. However, answers provided at the orientation conference are only intended as general direction and may not represent the state purchasing agency's position. Formal official responses will be provided in writing. To ensure a written response, any oral questions should be submitted in writing following the close of the orientation conference, but no later than the submittal deadline for written questions indicated in Section 20.300, Written Questions.

## 20.300 Written Questions

Offerors shall submit questions in writing and/or on diskette in Word 2003 format, or lower to the following address:

Mr. Alan Matsunami, HCMB Acting Administrator  
c/o Dona Jean Watanabe  
Department of Human Services  
Med-QUEST Division  
1001 Kamokila Boulevard, Suite 317  
Kapolei, Hawaii 96707  
Fax: (808) 692-7989

Cc: [amatsunami@medicaid.dhs.state.hi.us](mailto:amatsunami@medicaid.dhs.state.hi.us) and  
[dwatanabe@medicaid.dhs.state.hi.us](mailto:dwatanabe@medicaid.dhs.state.hi.us)

The written questions shall reference the RFP section, page and paragraph number in the format provided in Appendix F. Offerors must submit written questions by 2:00 p.m. (H.S.T.) on February 21, 2008. DHS shall respond to the written questions no later than February 26, 2008. No verbal responses shall be considered as official.

## 20.400 Notice of Intent

Potential Offerors shall submit a Notice of Intent to Propose to the Issuing Officer no later than 4:30 p.m. (H.S.T.) February 29, 2008. Submission of a Notice of Intent to Propose is not a prerequisite for the submission of a proposal, but it is necessary that the Issuing Officer receive the letter by this deadline to assure proper distribution of amendments, questions and answers and other communication regarding this RFP.

Notice of Intent can be mailed or faxed to:

Mr. Alan Matsunami, HCMB Acting Administrator  
c/o Dona Jean Watanabe  
Department of Human Services  
Med-QUEST Division  
1001 Kamokila Boulevard, Suite 317  
Kapolei, Hawaii 96707  
Fax: (808) 692-7989

Cc: [dwatanabe@medicaid.dhs.state.hi.us](mailto:dwatanabe@medicaid.dhs.state.hi.us)

**20.500 Tax Clearance**

A certified copy of a current valid tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS) will be required upon notice of award.

Tax clearance certificates are valid for a six (6) month (not one hundred eighty (180) day) period beginning on the later dated DOTAX or IRS approval stamp.

The tax clearance certificate shall be obtained on the State of Hawaii, DOTAX Tax Clearance Application Form A-6 (rev.2006) which is available at the DOTAX and IRS office in the State of Hawaii or the DOTAX website, and by mail or fax:

DOTAX Website (Forms & Information):

<http://www.state.hi.us/tax/tax.html>

DOTAX forms by mail: (808) 587-7572  
1-800-222-7572

DOTAX forms by fax: (on Oahu) (808) 587-7272  
(outside Oahu) (808) 678-0522

Contractor is also required to submit an original current tax clearance certificate for final payment on the contract

**20.600 Certificate of Good Standing**

Upon award of a contract, the Contractor will be required to obtain a Certificate of Good Standing from the Department of Commerce and Consumer Affairs (DCCA) Business Registration Division (BREG). A business entity referred to as a "Hawaii business", is registered and incorporated or organized under the laws of the State of Hawaii. Contractor shall submit a "Certificate of Good Standing" issued by the DCCA, BREG.

DCCA Website (COGS)

<http://hbe.ehawaii.gov/cogs/search.html>

## **20.700 Documentation**

Offerors may review information describing the Hawaii Infant and Infant and Children Health Care Programs by visiting the DHS Med-QUEST Division (MQD) website home page under Request for Proposals Documentation: <http://www.Med-QUEST.us/>.

The documentation library maintained at the location of the issuing officer in Kapolei, Hawaii includes the following:

- QUEST application
- Definition of medical services
- Minimum QAP standards
- Organization charts and functional statements
- Rules and regulations
- Definition of aged, blind and disabled
- Financial sanctions
- Financial reporting requirements
- Complaint, grievance and appeal requirements
- Outstationed Workers Guide
- Other pertinent data

Offerors that request copies of documentation after visiting the Documentation Library shall be provided the documents at cost. Packaging and shipping of documentation shall be the responsibility of the Offerors.

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

## **20.800 Rules of Procurement**

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

### **20.810 No Contingent Fees**

No Offeror shall employ any company or person, other than a bona fide employee working solely for the Offeror or company regularly

employed as its marketing agent, to solicit or secure this contract, nor shall it pay or agree to pay any company or person, other than a bona fide employee working solely for the Offeror or a company regularly employed by the Offeror as its marketing agent, any fee commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award of a contract to perform the specifications of this RFP.

20.820 Discussion with Applicants

A. Prior to Submittal Deadline:

Discussions may be conducted with potential offerors to promote understanding of the purchasing agency's requirements.

B. After Proposal Submittal Deadline:

Discussions may be conducted with offerors whose proposals are determined to be reasonably susceptible of being selected for award, but proposals may be accepted without discussions, in accordance with §3-143-403, Hawaii Administrative Rules.

20.830 RFP Amendments

DHS reserves the right to amend the RFP any time prior to the closing date for the submission of the proposal.

20.840 Costs of Preparing Proposal

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

20.850 Provider Participation in Planning

Provider participation in a state purchasing agency's efforts to plan for or to purchase health and human services prior to the state purchasing agency's release of an RFP, including the sharing of information on community needs, best practices, and providers' resources, shall not disqualify providers from submitting proposals if conducted in accordance with §3-142-202, 3-142-203 of the Hawaii Administrative Rules for Chapter 103F, Hawaii Revised Statutes

20.860 Disposition of Proposals

All proposals become the property of the State of Hawaii. The successful proposal shall be incorporated into the resulting contract and shall be public record. The State of Hawaii shall have the right to use all ideas, or adaptations to those ideas, contained in any proposal received in response to this RFP. Selection or rejection of the proposal shall not affect this right. Written requests for an explanation of rejection shall be responded to in writing within five (5) working days of receipt.

Offerors who submit technical proposals which do not meet mandatory requirements or which do not meet all the threshold requirements during the technical evaluation phase, shall have their technical and business proposals returned. The business proposal shall be returned unopened.

20.870 Rules for Withdrawal or Revision of Proposals

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

After the submittal deadline, all proposals timely received shall be deemed to be firm offers that are binding on the Offerors for ninety days. During this period, Offerors may neither modify nor withdraw their proposals without written authorization or invitation from the DHS.

20.880 Independent Price Determination

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

An Offeror shall include a certified statement in the proposal certifying that the bid was arrived at without any conflict of interest, as described above. Should a conflict of interest be detected at any time during the term of the contract, the contract shall be null and

void and the Offeror shall assume all costs of this project until such time that a new Offeror is selected.

## **20.900 Confidentiality of Information**

The DHS will maintain the confidentiality of proposals only to the extent allowed or required by law, including but not limited to HRS §§ 3-143-604 and 3-143-616. If an offeror seeks to maintain the confidentiality of sections of the proposal, each page of the section(s) should be marked as "Proprietary" Or "Confidential." An explanation to the DHS of how substantial competitive harm would occur if the information were released is required. If the explanation is sufficient, then to the extent permitted by the exemptions in §92F-13, HRS, the affected section may be deemed confidential. Such information shall accompany the proposal, be clearly marked, and shall be readily separable from the proposal to facilitate eventual public inspection of the non-confidential sections of the proposal. The DHS will maintain the confidentiality of the information to the extent allowed by law.

**Note that price is not considered confidential and will not be withheld.** Blanket labeling of the entire document as "proprietary", however, will result in none of the document being considered proprietary.

## **21.100 Acceptance of Proposals**

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

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

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

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

An Offeror's participation in efforts by DHS to plan for this RFP, prior to the release of this RFP including the sharing of information on community needs, best practices, and providers' resources, shall not disqualify providers from submitting proposals if conducted in accordance with Hawaii Administrative Rules Chapters 3-142-203 or 3-143-618.

## **21.200 Submission of Proposals**

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

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

The technical proposal shall be submitted in a separate envelope or box from the business proposal. Four (4) bound and one (1) unbound copy of the technical proposal, and in a separate envelope or box, three (3) bound and one (1) unbound copy of the business proposal shall be received by the Issuing Officer no later than 2:00 p.m. (H.S.T.) on March 10, 2008. If the proposal is mailed, it must be postmarked by the USPS no later than midnight on March 10, 2008, and received by the Med-QUEST office no later than ten (10) days from the Submittal Deadline. Proposals shall be mailed or delivered to:

Mr. Alan Matsunami, HCMB Acting Administrator  
c/o Dona Jean Watanabe  
Department of Human Services  
Med-QUEST Division  
1001 Kamokila Boulevard, Suite 317  
Kapolei, Hawaii 96707-2005

All mail-in proposals postmarked by the USPS after March 10, 2008 will be rejected. Hand deliveries will not be accepted after 2:00 p.m. H.S.T., March 10, 2008. Deliveries by private mail services, such as FedEx, shall be considered hand deliveries and shall be rejected if received after that Submittal Deadline. Dated USPS shipping labels are not considered postmarks.

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

Hawaii DHS/RFP-MQD-2008-015  
Educational and Outreach Services  
Technical Proposal  
(Name of Offeror)

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

Hawaii DHS/RFP-MQD-2008-015  
Educational and Outreach Services  
Business Proposal  
(Name of Offeror)

### **21.300 Disqualification of Offerors**

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

- Proof of collusion among Offerors, in which case all bids involved in the collusive action shall be rejected and any participant to such collusion shall be barred from future bidding until reinstated as a qualified Offeror.
- An Offeror's lack of responsibility and cooperation as shown by past work or services.
- An Offeror's being in arrears on existing contracts with the State or having defaulted on previous contracts.
- An Offeror's lack of sufficient experience to perform the work contemplated, if required.
- An Offeror's lack of a proper license to cover the type of work contemplated if required to perform the required services.
- An Offeror shows any noncompliance with applicable laws.
- An Offeror's delivery of proposal after the proposal due date.
- An Offeror's failure to pay, or satisfactorily settle, all bills overdue for labor and material on former contracts with the State at the time of issuance of this RFP.

- An Offeror's lack of financial stability and viability.
- An Offeror's consistently substandard performance related to meeting the MQD requirements from previous contracts.

#### **21.400 Irregular Proposals**

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

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

#### **21.500 Rejection of Proposals**

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

A proposal may be automatically rejected for any or more of the following reasons: (Relevant sections of the HAR for Chapter 103F, HRS are parenthesized)

- (1) Rejection for failure to cooperate or deal in good faith (§ 3-141-201, HAR)
- (2) Rejection for inadequate accounting system (§3-141-202, HAR)
- (3) Late proposals (§3-143-603, HAR)

- (4) Inadequate response to request for proposals (§3-143-609, HAR)
- (5) Proposal not responsive (§3-143-610(a)(1), HAR)
- (6) Applicant not responsible (§3-143-610(a)(2), HAR)

**21.600 Cancellation of RFP**

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

**21.700 Opening of Proposals**

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

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

**21.800 Additional Materials and Documentation**

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

**21.900 Final Revised Proposal**

If requested, final revised proposals shall be submitted in the manner, and by the date and time specified by the state purchasing agency. If a final revised proposal is not submitted, the previous submittal shall be construed as the offerors best and final offer/proposal. After final revised proposals are received, final evaluations will be conducted for an award.

**22.100 Notice of Award**

A statement of findings and decision shall be provided to all applicants by mail upon completion of the evaluation of competitive purchase of service proposals.

Any agreement arising out of this solicitation is subject to the approval of the Department of Attorney General as to form, and to all further approvals, including the approval of the Governor as required by statute, regulations, rule, order, or other directive.

No work is to be undertaken by the awardee prior to the contract commencement date. The State of Hawaii is not liable for any costs incurred prior to the official starting date.

**22.200 Protests**

Any offeror may file a protest against the awarding of the contract. The Notice of Protest form, SPO-H-801, is available on the SPO website <http://www.spo.hawaii.gov/>. Only the following matters may be protested:

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

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

<b>Head of State Purchasing Agency</b>	<b>Procurement Officer</b>
Name: Lillian B. Koller, Esq.	Name: Ms. Lois Lee

Title: Director of Human Services	Title: Acting Administrator, , DHS DHS, Med-QUEST Division
Mailing Address: P.O. Box 339 Honolulu, HI 96809-0339	Mailing Address: P.O. Box 700190 Kapolei, HI 96709-0190
Business Address: 1390 Miller Street Honolulu, HI 96813	Business Address: 1001 Kamokila Blvd, Ste 317 Kapolei, HI 96707

## **SECTION 30 BACKGROUND**

### **30.100 Medical Assistance in Hawaii**

In Hawaii, the majority of the working population and their families receive health care coverage through employer based plans, a result of the Prepaid Health Care Act of 1974. The Act mandates that employers provide medical benefits to their employees whom work 20 or more hours a week. The Act is limited to medical and psychiatric benefits and does not mandate employers to provide prescription drugs, vision or dental coverage.

Medical assistance to qualified indigent, uninsured and underinsured individuals is provided through the State administered Medicaid Fee-For-Service, QUEST and QUEST-Net programs.

### **30.200 Aged, Blind and Disabled (ABD)/QUEST Expanded Access (QExA)**

The State's Medicaid Fee-For-Service program for the Aged, Blind and Disabled (ABD) will be ending for most of its members in November 2008 at which time the members will transition to the new QUEST Expanded Access program.

Currently, the State's Fee-For-Service program provides medical assistance to eligible individuals under Title XIX of the Social Security Act. The Medicaid Fee-For-Service program is a state administered program, which receives federal funding for approximately 50% of its expenditures. The Medicaid Fee-For-Service program is administered by the Med-QUEST Division (MQD) of DHS.

Hawaii's Medicaid Fee-For-Service program covers all mandatory Medicaid groups as well as several optional eligibility groups. Under the current Medicaid program for the aged, blind and disabled, payments are made to providers based on the service (s) rendered (fee-for-service).

As of the end of the 2006 calendar year there were approximately 39,400 recipients under the Fee-For-Service Program statewide.

Effective on or about November 2008, the ABD Fee-For-Service recipients will be transitioned to receiving services as part of QUEST Expanded Access (QExA). QExA is a program the DHS is developing

for Medicaid ABD members, who are currently receiving services through the State Fee-For-Service system. The design of QExA is for members to receive service coordination, outreach, improved access, and enhanced quality healthcare services coordinated by health plans through a managed care delivery system. In QExA, ABD members, with a few exceptions, will receive primary, acute, and long-term services through a managed health care plan. The long-term services offered will include both home and community-based services (HCBS) as well as institutional care (nursing facilities). The ABD members will be given the opportunity by QExA enrollment counselors to choose a QExA provider before the expected transition date of November 2008, or be assigned a plan if no choice is made before November 1, 2008.

Offeror staff covered by this RFP shall be made aware of this pending transition from ABD to QExA and should coordinate enrollment efforts with the new QExA enrollment counselors for eligible recipients of QExA.

### **30.300 Hawaii QUEST (QUEST)**

In its efforts to increase access to health care and control the rate of annual increases in health care expenditures, the State of Hawaii developed Hawaii QUEST. QUEST is a statewide Medicaid demonstration project (Section 1115 waiver) that provides medical, dental, and behavioral health services through competitive managed care delivery systems. Beginning October 1, 2001, all QUEST, QUEST Net, and Medicaid Fee-For-Service recipients access dental services through a fee-for-service program which includes coordination of travel for dental-related care. Certain services are not the responsibility of the QUEST plans, and are specified in Appendix I

QUEST includes individuals in the:

- Temporary Assistance For Needy Families (TANF) and TANF related programs
- Foster Care
- General Assistance (GA) Program
- Former State Health Insurance Program (SHIP)

At the end of fiscal year 2007, there were approximately 161,447 recipients in QUEST.

(Refer to the QUEST document or in the documentation library or the DHS Med-QUEST Division website for additional information on the program.)

### **30.400 QUEST-Net**

QUEST-Net is a program implemented on April 1, 1996, providing limited medical, dental and behavioral health services to eligible members. This program was developed primarily to serve as a safety net for persons who become ineligible for QUEST because their assets exceed the allowable retention limitations. This program also provides a safety net for current QUEST members and ABD members who qualify for QUEST or ABD but may voluntarily enroll in QUEST-Net to obtain lower out-of-pocket costs. Applicants with any type of medical coverage including Medicare, VA, or Tricare, are not eligible for QUEST-Net.

Effective January 1, 1997, certain individuals and families whose AFDC/TANF financial assistance are terminated due to increased earned income or work hours, will be allowed to enroll into the QUEST-Net program for a maximum of 12 months. Participants must meet basic eligibility criteria, have income below 300% of the federal poverty level, and not be eligible for employer-sponsored health coverage. There is no asset test for this group. During the first 6 months, these individuals and families will not pay a premium share. During the second 6-month period, those whose income exceed 200% of the FPL will be responsible for premium share. DHS will notify the plans of changes to the members' expiration of the twelve-month eligibility.

The medical plans shall be responsible for providing all medical and behavioral health services covered under the QUEST-Net program to the members. QUEST-Net children receive the same benefit package as QUEST children. For purposes of QUEST-Net, children include any child up to the age of 21. Individuals 21 and over in QUEST-Net are subject to limited medical and behavioral health benefits and are not eligible for enrollment into the Behavioral Health Managed plan, or other services such as case management, outreach services, and transportation. Dental benefits are the same for QUEST and QUEST-Net adults.

QUEST-Net has approximately 7,000 members.

### **30.500 Hawaii Infant and Children Health Care Programs**

The Hawaii Infant Health Care Program (HIHCP) and the Hawaii Children Health Care Program (HCHCP) are new DHS programs to provide health care coverage to eligible uninsured infants (from birth through 30 days in the HIHCP) and children (from 31 days through 18 years in the HCHCP) who are living in Hawaii.

It is estimated there is a gap group of infants and children who are ineligible for private or Med-QUEST coverage mostly due to income criteria. The HIHCP and HCHCP are offered to children whose family income is at 300% of federal poverty level or higher and to infants born to uninsured mothers. While estimates vary, the estimated number of gap infant and children is 3,500.

The Offeror will be required to be familiar with this program as well as the other QUEST programs.

### **30.600 QUEST-ACE**

QUEST Adult Coverage Expansion or QUEST-ACE is health coverage for a gap group of adults who are ages 19 through 64, without dependent children, and at 100 % to 200% of federal poverty level but do not qualify for private health insurance. Benefits are limited but do include per year 12 outpatient physician visits, 10 inpatient days, 6 mental health visits as well as limited formulary of prescription drugs, emergency room and dental services. There is no fee with some exceptions.

### **30.700 Department of Human Services**

MQD is the organizational unit within DHS that is responsible for the operation and administration of the medical assistance programs including QUEST, QUEST-Net, QUEST-ACE, HIHCP, HCHCP and Medicaid fee-for-service program. For purposes related to this RFP, the basic functions or responsibilities of MQD include:

- Developing and defining the medical, dental, and behavioral health benefits to be provided through the QUEST, Medicaid Fee-For-Service Programs, and QExA,

- Developing the rules, policies, regulations and procedures to be followed under the Medicaid Fee-For-Service program, QUEST, QUEST-Net, QUEST-ACE, HIHCP, HCHCP and, when introduced, QExA.
- Negotiating and contracting with selected medical, dental, case management organizations and behavioral health plans
- Determining initial and continued eligibility of members
- Enrolling and disenrolling members
- Monitoring the quality assurance/improvement programs of plans and providers
- Reviewing utilization of services provided by the plans and care coordination organizations.
- Handling unresolved patient grievances with the plans and providers
- Billing and collecting premium share
- Monitoring the financial status of QUEST, QUEST-Net, QUEST-ACE, HIHCP, HCHCP and the medical, dental and behavioral health plans
- Analyzing the effectiveness of QUEST and QUEST-Net, QUEST-ACE, HIHCP, HCHCP in meeting its objectives
- Managing the Hawaii Prepaid Medical Management Information System (HPMMIS) and the Premium Share Billing System
- Providing member information to the health plans

(Refer to the organization charts and functional statement in the documentation library for additional information on the functions of DHS and MQD)

## **SECTION 40 SCOPE OF SERVICES**

### **40.100 Offeror's Role**

The Offeror shall provide services in the community to identify potential beneficiaries, and assist them in applying for DHS services. The Offeror shall also provide assistance to families in the redetermination process, as necessary and appropriate.

### **40.200 Statewide Organization**

Proposals shall be for services statewide. Only one organization shall be awarded a contract.

### **40.300 Reimbursement**

The method of reimbursement from DHS to the Offeror shall be a monthly invoice itemizing the services provided. The invoice shall be based on documented actual expenditures to include all travel and expenses.

The Offeror will provide invoices for the allocation to Sub-Offeror's to establish or update automated data systems.

### **40.400 Educational and Outreach Activities**

The Offeror shall engage in activities to educate the community about the Department's available financial and medical programs for families with children. Through its educational and outreach efforts, the Offeror shall also identify potential recipients and assist them in completing and submitting applications as appropriate.

The Offeror shall identify the target at-risk families geographically (i.e., by island or major portions of the island such as East or West Hawaii). The Offeror shall select and implement educational and outreach activities to reach the target population. The Offeror shall employ non-traditional work hours, culturally and linguistically appropriate approaches to educate families about the DHS programs and to encourage families to submit applications.

Educational and outreach activities may be performed in a variety and combination of ways including, but not limited to the following:

- Meeting individually with community leaders, Medicaid providers and others who may be in contact with potential recipients
- Participating in local community activities including health fairs
- Attending and participating in community meetings and town meetings
- Develop community linkages and referral processes
- Participating in activities with and within schools
- Public service announcements on television, radio and print
- Paying for television, radio and/or print coverage
- Mailing of publications
- Printing and mailing postcards to households in the area
- Printing and posting flyers
- Operating a walk-in service
- Establishing and maintaining a web-site

All printed materials, video presentations, and any other information prepared by the Offeror that pertain to or reference a State program shall be reviewed and approved by the MQD before use or distribution.

If awarded a contract, the Offeror shall produce a pamphlet or brochure to be distributed to Medicaid providers and the communities-at-large that will describe information on the following:

- The services available from the organization;
- The location and work hours of the office(s);
- Contact information (mailing address, telephone, fax, e-mail, website, etc.)
- Any limitations or restrictions (e.g., no guarantee of eligibility)

The brochure or pamphlet shall provide information in at least the following languages:

- English
- Ilocano
- Tagalog
- Chinese
- Korean

The Offeror shall certify that the transcription of the information to the different languages has been reviewed by a qualified individual for accuracy.

#### **40.500 Application and Benefit Re-Determination Assistance**

##### **40.510 Assistance with Applications**

If requested, the Offeror shall explain the various DHS programs for which the family could potentially qualify and shall assist families in completing the necessary applications for program eligibility for TANF, TAONF, and/or Medicaid/QUEST. The Offeror's employees or Sub-Offerors shall use the process outlined for outstationed eligibility workers when assisting applicants. The Offeror's employees or subcontractors shall verify information and ask necessary appropriate questions to assure the accuracy of the application. The Offeror may follow-up with the applicant and the DHS office until final determination or disposition is made. Note that the determination by DHS will be sent to the applicant and not the Offeror.

The Offeror shall not create its own eligibility related forms or modify any of the DHS forms. Additionally, the Offeror shall abide by department rules for the submission of an application. The Offeror does not have authority for eligibility determination so the Offeror shall not state or imply that eligibility is assured.

##### **40.520 Assistance with Re-Determination**

The department is required by its various programs to re-determine continued eligibility. The TANF and TAONF programs review eligibility on a monthly basis and QUEST/Medicaid programs review eligibility on an annual basis. On June 1, 2004, the MQD began a "passive renewal" process for QUEST families. If there is no change in information, the family does not have to return the form, and continued eligibility will be based on existing information that was

previously reported. Families with members in the Medicaid fee-for-service program will be required to complete and return the renewal form. The Offeror may provide QUEST health plan information to enable the recipient to make an informed decision between plans, but shall not in any way make a recommendation of preference for a specific plan.

#### **40.600 Administrative Oversight**

The Offeror is responsible for securing resources either through the hiring of employees or subcontracting services to develop an effective educational and outreach program. The Offeror shall implement a process for evaluating the effectiveness of its various educational and outreach efforts. The Offeror shall have office locations on all of the islands throughout the state, and shall be responsible for providing an adequate staffing level to ensure both telephone and in-person coverage. The Offeror shall provide the outreach staff with the necessary resources to meet the requirements of this RFP.

The Offeror is responsible for providing the necessary training and administrative oversight of the outreach workers (employees or contract) to ensure that the information disseminated related to the DHS programs is current and accurate. The Offeror shall have a method in place for screening and qualifying language translators to ensure the accuracy of the translation. The Offeror shall be able to offer Braille, large print and sign language to those who require it. The Offeror may use the Out-stationed Eligibility Handbook to train its workers on the application process. This handbook is available from Med-QUEST via disk or on the DHS Med-QUEST website.

The Offeror will establish Policies and Procedures for the outreach worker and education position. Where needed, coordination with other DHS divisions and community agencies may be needed.

The Offeror shall monitor its employees' and subcontractors' performance and take corrective action as appropriate. At a minimum, the Offeror shall have a process for receiving and evaluating complaints and conducting regular staff performance reviews.

## 40.700 Documentation of Citizenship and Identity

The Deficit Reduction Act (DRA) of 2005 and other Federal laws now require that the DHS obtain proof of citizenship or alien status and identity from all Medicaid applicants, effective July 1, 2006.

The Offeror shall advise and assist Medicaid applicants with the collection of Citizenship/Alienage and Identity documents, consistent with the DRA and implementing rules and regulations, including but not limited to:

- Notifying applicants that they will be required to provide the necessary documentation to the DHS before the DHS can make an eligibility determination
- Providing advice about the types of documents that an applicant should be obtaining
- Duplicating copies of documents and submitted copies to DHS for eligibility review
- Remuneration of Birth Certificate fees paid to the Offeror when the expense is incurred
- Outreach to potential Med-QUEST recipients such as health fairs, hospitals, community health center, physician's offices, pharmacies and other appropriate venues
- Establish a 24/7, toll-free center to field client inquiries and provide referral as needed
- Establish a minimum of 10 satellite document sites where Med-QUEST clients can go to get further, in-person assistance, including a picture ID

Except as otherwise provided, the Offeror shall be reimbursed for the following additional documented costs that are directly related to the Citizenship/Alienage and Identity services described above:

- Postage for mailing of materials prepared or approved by the DHS
- Conducting Process Simplification Task Force Meetings

- Interisland Travel and Intraisland Mileage for a minimum of 6 Neighbor Island sessions and 5 Oahu sessions to meet with outstationed eligibility and outreach workers.
- Media Planning, which includes recommendations for radio and print advertising dates, Development of advertising messages, including radio script and print designs, Designs of a specific logo for this campaign (which may not include either of the State seal, nor any DHS logo), and Consultation to the Process Simplification Task Force.

All forms of media communication will be negotiated and purchased by the Governor's Communications Office. The Contractor shall coordinate all recommendations for media purchases with the Governor's Communications Office. The DHS Director and the Governor's Communication Office have final approval of all media to be reimbursed under this Contract.

The Contractor shall be reimbursed for the partial salary and fringe benefits of the Hawaii Covering Kids project director and accompanying travel, mileage and indirect costs of Hawaii Covering Kids related to the project director's activities under this section only, and shall be documented with sufficient detail to verify that the project director's activities, time, travel, mileage and indirect costs incurred for other outreach services rendered under the Contract. For purposes of this section, "indirect costs" include such things as administrative personnel salaries and fringe benefits, general office supplies, photocopier, internet access, insurance and general office equipment maintenance. A summary report of the HI Covering Kids participation shall be included as part of the required quarterly reports.

#### **40.800 Reporting Requirements**

The Offeror shall prepare and submit reports specified in this Section to the MQD as required. The Offeror should be clear to report only the activities associated with the funding of this contract. As an example, MQD provides funding for outstationed eligibility workers at the Federally Qualified Health Centers, and certain DSH hospitals. If the Offeror chooses to subcontract portions of work of this contract to the FQHCs, the Offeror shall be responsible to assure the reporting of information and application outreach for this contract be separate from the any current FQHC outstationed worker contract. The

subcontracted FQHC must choose to report the applications either under the outstationed worker contract or this contract.

#### 40.810 Quarterly Reports on Educational and Outreach Activities

The Offeror is responsible to submit a quarterly report (based on the State fiscal year of July 1, – June 30) to the State. The report must be submitted within 45 days after the end of the quarter, and quarterly for the term of the contract. The Offeror shall establish a data collection system to provide the following data for each health center as well as a master data collection summary:

- A listing of the various activities engaged in for the quarter (meeting with Medicaid providers, maintaining a hotline, town meetings, etc.) and the number of contacts per activity. The MQD recognizes that certain activities such as placing posters in stores, community halls, etc. may not result in any contacts.
- The number of non-application or non-renewal contacts made in the quarter. The Offeror shall break down the contacts by contact type (e.g., face-to-face, telephone, mail, faxes, website, etc.)
- Number and nature of complaints received from recipients and non-recipients, and the nature of the complaints
- Number of applications completed by island with submission date.
- Number of renewal forms completed by island and program type with submission date.
- Number of system coordination meetings or develop of Memoranda of Understanding created between the outreach workers and other community or State partners in an effort to build community linkages and referral processes.
- If applicants are denied coverage, indicate what alternative resources were provided or course of action taken to support the individual or family,

#### 40.820 Annual Financial Reports

The Contractor shall provide financial reports on the expenditures of the contract on a fiscal year basis (July 1 through June 30). Reports must be submitted within 6 months after the close of the fiscal year.

## 40.900 Administrative Requirements

The Offeror shall have in place adequate organizational and administrative systems that are capable of implementing contractual requirements on a statewide basis.

The Offeror shall provide the following infrastructure for the implementation of business in Hawaii:

- Office location, in-state;
- Office hours during Hawaii business hours of 8:00 am – 4:30 pm or 5:00 pm;
- Office telephone number that is staffed and staff made available to speak directly with participants and/or participant parents; and,
- Office resources needed to meet the requirements of the RFP.

Offeror staff shall be designated within the organization to perform the following functions:

- Serve as the Offeror's key contact for the contract
- Oversee the business systems, to ensure timely processing of applications and reporting requirements;
- Information system staff capable of ensuring timely and accurate submission of encounter data and other required information and reports
- Training of staff/providers to ensure consistent applications/implementation of program requirements (i.e. eligibility determinations/enrollment; primary care services provision; complaints, grievances, appeals process; data processing requirements; generation of required reports)
- Confidentiality/Privacy Compliance

Outreach staff at each site shall perform the functions as outlined in Section 40.400.

## **SECTION 50 TERMS AND CONDITIONS**

### **50.100 General**

This RFP, appendices, any amendments to the RFP and/or appendices, and the Offeror's proposal submitted in response to this RFP form an integral part of the contract between an Offeror and DHS. In exchange for payment from DHS for Educational and Outreach Services, the Offeror shall perform all of the services and shall develop, produce and deliver to DHS all of the data requirements described in this RFP.

In the event of a conflict between the language of the contract, and applicable statutes and regulations, the latter shall prevail. In the event of a conflict among the contract documents, the order of precedence shall be as follows: (1) Agreement (form AG Form 103F-Comp (9/06)) including all general conditions, special conditions, attachments, and addenda; (2) the RFP, including all attachments and addenda; and (3) applicant's proposal. In the event of a conflict between the General Conditions and the Special Conditions, the Special Conditions shall control. The sections of the rules and regulations cited in this RFP may change as the rules and regulations are amended for MQD. No changes shall be made to this RFP due to changes in the section numbers. The documents in the documentation library shall be changed as needed. The availability and extent of the materials in the documentation library shall have no effect on the requirements stated in this RFP.

The Contractor shall comply with all applicable laws, ordinances, codes, rules and regulations of the federal, state and local governments that in any way affect its performance under the contract. The standard State general terms and conditions found in Appendix C shall become part of the contract between the Contractor and DHS.

The Offeror shall pay all taxes lawfully imposed upon it with respect to the contract or any product delivered in accordance herewith. DHS makes no representations whatsoever as to the liability or exemption from liability of an Offeror to any tax imposed by any governmental entity.

The contractor shall be executed by the Hawaii Department of Human Services in accordance with the Chapter 103F, HRS.

50.110 Compliance with all Applicable State Business and Employment Laws

All providers shall comply with all laws governing entities doing business in the State. Prior to contracting, owners of all forms of business doing business in the state except sole proprietorships, charitable organizations unincorporated associations and foreign insurance companies be register and in good standing with the Department of Commerce and Consumer Affairs (DCCA), Business Registration Division. Foreign insurance companies must register with DCCA, Insurance Division. More information is on the DCCA website.

**50.200 Term of the Contract**

This is a multi-term contract solicitation that has been deemed to be in the best interest of the State by the Director of Human Services. The contract term shall begin on March 24, 2008 and shall continue through June 30, 2009, subject to the appropriation and availability of funds.

Unless terminated, the contract may be extended without the necessity of re-bidding, for not more than two (2) additional fiscal years. Any renewal or extension of the contract will be subject to the appropriation and availability of funds and acceptable performance by the Contractor (to be determined by the State).

The Contractor acknowledges that other unanticipated uncertainties may arise that may require an increase in the original scope of services from the Contractor awarded this contract. In the event that additional services may be required, the Contractor agrees to enter into a supplemental agreement upon request by the State for the additional work. The supplemental agreement may also include an extension of the period of performance and a respective increase in the compensation.

50.210 Availability of Funds

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

**50.300 Contract Changes**

Any modification, alteration, amendment, change or extension of any term, provision, or condition of the contract shall be made by written amendment signed by the contractor and the State. No oral modification, alteration, amendment, change or extension of any term, provision or condition shall be permitted, except as otherwise provided within this RFP.

The State may, at its discretion, require the contractor 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 the contract, a tax clearance from the Director of DOTAX, State of Hawaii, showing that all delinquent taxes, if any, levied or accrued under State law against the contractor have been paid.

#### **50.400 General and Special Conditions of Contract**

The general conditions found in Appendix C will become part of the contract between the contractor and the State. Special conditions may also be imposed contractually by the state purchasing agency, as deemed necessary.

#### **50.500 Inspection of Work Performed**

DHS, CMS, the State Auditor of Hawaii, the U.S. Department of Health and Human Services (DHHS), the General Accounting Office (GAO), the Comptroller General of the United States, the Office of the Inspector General (OIG), Medicaid Fraud Control Unit of the Attorney General or their authorized representatives shall, during normal business hours, have the right to enter into the premises of the offeror and/or all subcontractors and providers, or such other places where duties under the contract are being performed, to inspect, monitor, or otherwise evaluate the work being performed. The offeror and/or all subcontractors and providers shall provide information and data, upon demand, to the DHS, any of the above named agencies, and their authorized representatives. The requested information or data shall be provided to the requesting agency(s) within a reasonable timeframe that will be determined by the DHS, but which shall be no less than five (5) calendar days.

All inspections and evaluations shall be performed in such a manner to not unduly delay work.

## **50.600 Subcontracts/Provider Agreements**

The contractor is allowed to negotiate and contract or enter into contracts or agreements with providers and other subcontractors (with prior written consent of the State) to the benefit of the offeror as long as the providers and subcontractors meet all established criteria and provide the services in a manner consistent with the minimum standards specified. All such agreements shall be in writing and shall specify the activities and responsibilities delegated to the subcontractor. The contracts must also include provisions for revoking delegation or imposing other sanctions if the subcontractor's performance is inadequate. Certain subcontracts, including but not limited to Quality Assurance activities, must be approved by DHS prior to implementation. DHS reserves the right to inspect all subcontract and provider agreements at any time during the contract period. Any subcontract may be subject to the DHS's prior review and approval. The contractor's subcontractor shall submit to the contractor a tax clearance certificate from the Director of the Department of Taxation, State of Hawaii, showing that all delinquent taxes, if any, levied or accrued under State law against the subcontractor/provider have been paid.

No subcontract or agreement that an offeror enters into with respect to the performance under this contract shall in any way relieve an offeror of any responsibility for any performance required of it by this contract. The contractor shall provide DHS immediate notice in writing by registered or certified mail of any action or suit filed against it by any subcontractor or provider, and prompt notice of any claim made against an offeror by any subcontractor or provider which in the opinion of the offeror may result in litigation related in any way to the contract with the State of Hawaii. The contractor shall designate itself as the sole point of recovery for any subcontractor or provider.

The contractor shall notify DHS at least fifteen days prior to adding or deleting provider or subcontractor agreements or making any change to any provider or subcontractor agreements which may materially affect the offeror's ability to fulfill the terms of this contract.

All agreements or contracts with the subcontractors or providers shall be finalized and fully executed within 30 days of the contract award. DHS reserves the right to review any subcontractor or provider

contracts or agreements prior to the notification of award of the contract.

All subcontracts shall require that the subcontractors/providers agree to comply with the confidentiality requirements imposed by this RFP, to the extent subcontractors or providers render services or perform functions that make such provisions applicable to such agreements

## **50.700 Applicability of Hawaii Revised Statutes**

### **50.710 Wages, Hours and Working Conditions of Employees Providing Services**

Before an offeror enters into a contract in excess of \$25,000, the offeror shall certify that it complies with section 103-55, HRS, Wages, hours and working conditions of employees of contractors performing services. The contractor shall complete and submit the Wage Certification as provided in Appendix H pursuant to Section 103-55, HRS.

### **50.720 Standards of Conduct**

The contractor shall execute the Provider's Standards of Conduct Declaration, a copy of which is found in Appendix E, and which shall become part of the contract between the contractor and the State.

### **50.730 Campaign Contributions by State and County Contractors**

Contractors are hereby notified of the applicability of HRS § 11-205.5,, which states that campaign contributions are prohibited from specified State or county government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body. For more information, Act 203/2005 FAQs are available at the Campaign Spending Commission webpage. See [www.hawaii.gov/campaign](http://www.hawaii.gov/campaign).

## **50.800 Audit Requirements**

The State and Federal standards for audits of DHS agents, contractors and programs conducted under contract are applicable to this subsection and are incorporated by reference into this RFP. DHS may inspect or audit any financial records of an Offeror and its subcontractors or providers.

## **50.900 Offeror Accounting Records Requirements**

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

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

## **51.100 Confidentiality of Information**

An Offeror agrees that all information, records and data collected in connection with this contract shall be protected from unauthorized disclosures. In addition, an Offeror agrees to guard the confidentiality of applicant and recipient information. The contractor shall not disclose confidential information to any individual or entity except in compliance with:

- CFR Part 431, Subpart F;
- the Administrative Simplification provisions of Title II of the Health Insurance Portability and Accountability Act of 1996, Pub. Law 104-191 (HIPAA) and the regulations promulgated thereunder, including but not limited to the Security and Privacy requirements set forth in 45 C.F.R. Parts 160 and 164, and the Administrative Requirements set forth in 45 C.F.R. Part 162 (if applicable);
- HRS §346-10; and,
- All other applicable Hawaii statutes and administrative rules.

The Contractor is cautioned that federal and state Medicaid rules, and some other Federal and State statutes and rules, are often more stringent than the HIPAA regulations. Moreover, for purposes of this contract, the Contractor agrees that the confidentiality provisions contained in HAR Chapter 17-1702 shall apply to Contractor to the same extent as they apply to MQD.

Any other party shall be granted access to confidential information only after complying with the requirements of State and Federal laws and regulations pertaining to such access. The DHS shall determine if and when any other party has properly obtained the right to have access to this confidential information. Nothing herein shall prohibit

the disclosure of information in summary, statistical or other form which does not identify particular individuals, provided that deidentification of protected health information must be in compliance with the HIPAA Privacy Rule.

Contractor is a business associate of the DHS as that term is defined in 45 C.F.R. §160.103, and agrees to the terms of the Business Associate agreement provisions attached as Appendix D, which shall become part of the contract between the Contractor and the State.

#### **51.200 Use of Funds**

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

#### **51.300 Liquidated Damages**

DHS acknowledges that in the event of breach of this contract, it would be difficult to measure damages. Therefore, in the event of any breach of the terms of the contract by the Contractor, liquidated damages shall be assessed against the Contractor in an amount equal to the costs of obtaining alternative services for the members. The damages shall include the difference in the administrative rates paid to the Contractor and the rates paid to a replacement Contractor.

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

DHS may withhold from payments to a Contractor, amounts for liquidated damages until such damages are paid in full.

**51.400 Monthly Invoice**

The Contractor shall submit an original and one copy of the monthly invoice for reimbursements to the following address.

Department of Human Services  
Med-QUEST Division/Finance Office  
1001 Kamokila Boulevard, Suite 317  
Kapolei, Hawaii 96707

**51.500 Acceptance**

The Offeror shall comply with all of the requirements of this RFP.

**51.600 Disputes**

Any dispute concerning a question of fact arising under the contract, which is not disposed of by an agreement, shall be decided by the Director of DHS or his/her duly authorized representative who shall reduce his/her decision in writing and mail or otherwise furnish a copy to the contractor within ninety (90) days after written request for a final decision by certified mail, return receipt requested. The decision shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith. In connection with any dispute proceeding under this clause, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of his/her dispute. The contractor shall proceed diligently with the performance of the contract in accordance with the disputed decision pending final resolution by a circuit court of this State.

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

**51.700 Warranty of Fiscal Integrity**

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

Offeror shall provide sufficient financial data and information to prove its financial solvency.

**51.800 Full Disclosure**

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

An Offeror shall not, without DHS' prior approval, lend money or extend credit to any related party. An Offeror shall fully disclose such proposed transactions and submit a formal written request for review and approval.

An Offeror shall include such provisions in any contract or agreement made with subcontractors or providers.

The Offeror shall complete and provide all information required in the Disclosure Statement in Appendix H and include the forms in the Technical Proposal. The Offeror shall ensure that each form is completed and that full disclosure is made.

**51.810 Litigation**

The offeror shall disclose any pending litigation to which they are a party, including the disclosure of any outstanding judgment. If applicable, please explain.

Notification of lawsuits against the Offeror, license suspensions or other actions brought against the Offeror or a provider within seven (7) working days after the Offeror is aware of any such actions.

## **51.900 Termination of the Contract**

This contract may terminate or may be terminated by DHS for any or all of the following reasons in addition to the general conditions in Appendix C:

- In the event of the insolvency of or declaration of bankruptcy by an Offeror
- In the event sufficient appropriated, otherwise unobligated funds no longer exist for the payment of DHS obligations hereunder

Each of these is described in the following subsections.

51.910 Termination for Bankruptcy or Insolvency

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

51.920 Termination for Unavailability of Funds

Notwithstanding any other provision of this contract, the parties hereto agree that the charges hereunder are payable by the DHS solely from appropriations received by DHS from the Legislature of the State of Hawaii. In the event such appropriations are determined, at the sole discretion of the Director of DHS, no longer to exist, or to be insufficient with respect to the charges payable hereunder, this contract shall terminate without further obligation of DHS as of that moment. In such event, the Director of DHS shall certify to an Offeror the occurrence thereof, and such certification shall be conclusive.

**52.100 Procedure for Termination**

Regardless of the circumstances of the termination (for reasons by Offeror or State) the contracting organization shall:

- Stop work under the contract on the date and to the extent specified in the notice of termination
- Notify the members and providers of the termination and assist the State in an orderly transition to the new Contractor

- Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of the work under the portion of the contract that is not terminated
- Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination
- Assign to DHS in the manner and to the extent directed by the MQD Administrator of the right, title, and interest of an Offeror under the orders or subcontracts so terminated, in which case DHS shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts
- With the approval of the MQD Administrator, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the cost of which would be reimbursable in whole or in part, in accordance with the provisions of the contract
- Complete the performance of such part of the work as shall not have been terminated by the notice of the termination
- Take such action as may be necessary, or as the MQD Administrator may direct, for the protection and preservation of any and all property or information related to the contract which is in the possession of an Offeror and in which DHS has or may acquire an interest
- Within 10 working days from the effective date of the termination, deliver to DHS copies of all current data files, program documentation, and other documentation and procedures used in the performance of the contract at no cost to DHS. An Offeror agrees that DHS or its agent shall have a non-exclusive, royalty-free right to the use of any such documentation.

## **52.200 Termination Claims**

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

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

Upon receipt of notice of termination, an Offeror shall have no entitlement to receive any amount for lost revenues or anticipated profits or for expenditures associated with this or any other contract. The Contractor shall be paid only a price mutually agreed to by the Contractor and DHS.

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

An Offeror shall have the right to appeal, any such determination made by the DHS.

### **52.300 Force Majeure**

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

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

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

**52.400 Prohibition of Gratuities**

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

**52.500 Authority**

Each party has full power and authority to enter into and perform this contract, and the person signing this contract on behalf of each party certifies that such person has been properly authorized and empowered to enter into this contract. Each party further acknowledges that it has read this contract, understands it, and agrees to be bound by it.

## **SECTION 60 TECHNICAL PROPOSAL**

### **60.100 Introduction**

The following sections describe the required content and format for the technical proposal. These sections are designed to ensure submission of information essential to understanding and evaluating the proposal. There is no intent to limit the content of the proposal, which may include any additional information deemed pertinent.

The technical proposal shall include the following sections:

- Proposal Application Form (appendix A)
- Proposal Letter (appendix G)
- Transmittal letter
- Standards of Conduct (Appendix E)
- Company background and experience
- Organization and staffing
- Data collection and reporting
- Educational and outreach programs
- Timeline for implementation
- Disclosure Statement (Appendix H)
- Federal and State tax clearance certificates

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

### **60.200 Proposal Letter**

The proposal letter (refer to Appendix G) shall be signed by an individual authorized to legally bind an Offeror and be affixed with the corporate seal.

### **60.300 Transmittal Letter**

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

- A statement indicating that the Offeror is a corporation or other legal entity. All subcontractors shall be identified and a statement included indicating the percentage of work to be performed by the prime Offeror and each subcontractor, as measured by percentage

of total contract price. If subcontractors will not be used for this contract a statement to this effect shall be included.

- A statement that the Offeror is/will be registered to do business in Hawaii and has or will obtain a State of Hawaii General Excise Tax License by the start of work. Provide the Hawaii Excise Tax Number (if applicable).
- A statement identifying all amendments and addenda to this RFP issued by the issuing office and received by the Offeror. If no amendments or addenda have been received, a statement to that effect should be included.
- A statement of affirmative action that the Offeror does not discriminate in its employment practices with regard to race, color, religion, creed, age, sex, national origin or mental or physical handicap, except as provided by law.
- A statement that neither cost nor pricing is included in this letter or the technical proposal.
- A statement that no attempt has been made or will be made by the Offeror to induce any other party to submit or refrain from submitting a proposal.
- A statement that the person signing this proposal certifies that he or she is the person in the Offeror's organization responsible for, or authorized to make, decisions as to the prices quoted, that the offer is firm and binding, and that he or she has not participated and will not participate in any action contrary to the above conditions.
- A statement that the Offeror has read, understands, and agrees to all provisions of this RFP.
- A statement that it is understood that if awarded the contract, the Offeror's organization will deliver the goods and services meeting or exceeding the specifications in the RFP and amendments.

#### **60.400 Company Background and Experience**

The company background and experience section shall include for an Offeror and each subcontractor (if any): details of the background of

the company, its size and resources, and details of company experience relevant to this RFP.

60.410 Background of the Company

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

- a general description of the primary business of your organization and its client base
- a brief history and current company ownership including the ultimate parent organization and major shareholders/principals. Include date incorporated or formed and corporate domicile. An out-of-state Contractor must become duly qualified to do business in the State of Hawaii before a contract can be executed
- Ownership of the company, including the officers of the corporation, and the name and address of its registered agent
- Home office location and all other offices (by city and state)
- Location of office from which any contract would be administered
- Name, address and telephone number of the Offeror's point of contact for a contract resulting from this RFP
- Number of employees both locally and nationally
- The size of organization in assets, revenue and people
- The areas of specialization

60.420 Company Experience

The details of company experience relevant to the RFP include but not limited to:

- Experience in providing the required services
- Experience working with healthcare providers and persons in the community

- Experience working with educational and outreach services and programs
- Other relevant experience

**60.500 Organization and Staffing**

The organization and staffing section shall include organization charts of proposed personnel and resumes of all management, supervisory and key personnel. The information should provide the State with a clear understanding of the organization, functions of key personnel and on-site personnel during start-up and on-going operations.

The Offeror shall provide a formula used to estimate the proposed number of staff to be engaged to complete the contracted activities. The proposed staff to workload ratio should include but not be limited to the number of hours estimated to complete an application or eligibility re-determination, the number of projected home visits, follow-up contacts, number of community activities/meetings, or development of Public Service media announcements.

**60.510 Organization Charts**

The organization charts shall show:

- The structure of the organization and identification of the proposed staff positions to be utilized in this project, including full-time equivalents (FTE).
- All proposed key personnel, including an indication of their major areas of responsibility and position within the organization.
- Geographic location of the Offeror's personnel.

**60.520 Personnel Resumes**

The resumes of key personnel proposed shall include, if applicable:

- Experience with the Medicaid program
- Experience in educational/outreach programs
- Relevant education and training

- Names, position titles and phone numbers of references who can provide information on the individuals' experience and competence.

Resumes should be provided, at a minimum, for the Program Director, Fiscal Director, and any supervisors. The Offeror shall identify an individual within the organization who will be the key contact person for MQD. The resume for this individual shall be included with any other relevant resumes.

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

#### **60.600 Financial Statements**

Financial statements for the applicable legal entity or each partner if a joint venture shall be provided for each of the last three years, including at a minimum:

- Balance Sheets
- Statements of Income
- Statements of Cash flow
- Auditor's reports
- Amounts associated with related party transactions
- Management letters
- Federal Income Tax returns
- Tax Clearance-current State and Federal

**60.700 Data Collection and Reporting Capabilities**

This section shall explain the Offeror's system to collect, maintain and process the required information and reports to MQD. This section shall also include explanations as to any modifications or expansions needed in order to meet the specified data requirements.

**60.800 Educational and Outreach Programs**

The Offeror shall describe in this section, the target populations on each island and the proposed educational and outreach programs. The Offeror shall identify the process or methodology used to identify the target population(s), and describe how the proposed educational and outreach programs will reach those population(s). The proposed educational and outreach programs may be different for each island and for each specific target population. To the extent possible, the Offeror shall provide demographic data on each of the target populations. The Offeror shall identify the objectives of each educational and outreach program and the desired outcome.

If the Offeror intends to use employees and subcontractor resources within the various island offices, the Offeror shall identify which FTEs will perform the work in the staffing portion of the proposal. The resumes of these FTEs should reflect qualifications to perform the outreach and educational work. The Offeror shall include the number and qualifications of workers participating in the events/activities proposed by the Offeror.

**60.900 Work plan and Timeline for Implementation**

The Offeror shall provide a work plan and timeline for implementation identifying the required actions and the timeline for completing each of the actions. The timeline should specify whether the action will be completed by the Offeror's staff or subcontractor.

## **SECTION 70 OFFEROR'S BUSINESS PROPOSAL SUMMARY STATEMENT**

### **70.100 Business Proposal**

The Offeror shall provide a cost per service for the scope of work specified in the RFP. The offer submitted will be the Offeror's best and final offer. The business proposal shall include the schedule in Appendix H.

Funding available is not to exceed \$800,000, including administrative costs, for Fiscal Year (SFY) 2008 and \$800,000 for SFY 2009.

The Offeror may allocate of the \$250,000 SFY08 funding for the following uses:

1. Establish or update existing automated data processing systems for participating CHCs or other non-profit primary care safety net providers and appropriated to reflect the number of clients served;
2. Update any existing automated data processing systems; and/or,
3. Provide monthly training sessions to train and update outreach staff on current DHS programs and best practices

State procurement office budget and expenditure reports shall be used, see forms on website below:

[http://www4.hawaii.gov/spoh/Forms\\_Instructions/forms\\_instructions\\_prov.htm](http://www4.hawaii.gov/spoh/Forms_Instructions/forms_instructions_prov.htm)). The Offeror shall develop a common template for scope of service reports.

## **SECTION 80 EVALUATION AND SELECTION**

### **80.100 Introduction**

DHS shall conduct a comprehensive, fair and impartial evaluation of proposals received in response to this RFP. DHS shall be the sole judge in the selection of the Offeror(s). The evaluation of the proposals shall be conducted as follows:

- Review of the proposals to ensure that all mandatory requirements are met
- Review of the technical proposals to determine whether the Offeror meets the minimum criteria and requirements

Once the technical proposals have been evaluated and the qualifying Offeror(s) identified, the process shall continue with the following steps:

- Review of the business proposal
- Award of the contract to the selected

After meeting the mandatory requirements, the proposal will be evaluated by the following criteria:

### **80.200 Evaluation Committee**

DHS shall establish an evaluation committee that will evaluate the proposals. The committee shall consist of persons familiar with the Hawaii Medicaid programs and the minimum standards or criteria for this RFP. Additionally, DHS, may, at its discretion, designate additional representatives to assist in the evaluation process. The committee shall evaluate the assigned section(s) of each qualifying proposal and document their comments, concerns and questions.

Additionally, the evaluation committee may engage in follow-up telephone calls to others to clarify any Offeror comment or information in its proposal; contact any current users of an Offeror's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process.

Upon completion of the evaluation and review of business proposals, MQD shall forward its recommendation to the Director of Human Services or designate for approval of award.

### **80.300 Mandatory Requirements**

Proposals shall first be reviewed to ensure that all mandatory requirements have been met. Only proposals which have satisfied the mandatory requirements as set forth in Section 60 shall be reviewed further. Proposals shall comply with the instructions to Offerors contained throughout this RFP. Failure to comply with the instructions shall deem the proposal non-responsive and subject to disqualification. MQD reserves the right to waive minor irregularities.

The minimum requirements for a proposal to be given consideration are:

- Proposal was submitted within the closing date and time for proposals.
- Technical and business proposals are in separate envelopes (refer to section 21.200)
- The proper number of separately bound copies are in sealed envelopes (refer to section 21.200)
- Proposal contains the necessary information in the proper order (refer to Section 60.100)

Failure of the Offeror to comply with the instructions of this RFP or failure to submit a complete proposal, shall be grounds for deeming the proposal nonresponsive to the RFP. However, DHS reserves the right to waive minor irregularities in proposals provided such action is in the best interest of the State. Where DHS may waive minor irregularities such waiver shall in no way modify the RFP requirements or excuse the Offeror from full compliance with the RFP specifications and other contract requirements if the Offeror is awarded the contract.

Proposals deemed by the evaluation team to be incomplete or not in accordance with the specified requirements shall be disqualified and the proposal returned to the Offeror with a letter of explanation.

## 80.400 Technical Proposal Evaluation and Scoring

Following the determination that the proposal meets the mandatory requirements, the Evaluation Committee will complete its evaluation of the Technical Proposal. Proposals shall comply with the instructions to Offerors contained throughout this RFP and provide the requested information in the order in which it is prescribed. The Offeror should address each topic as fully as possible yet be concise and succinct. Each Offeror must obtain a minimum of seventy five percent (75%) of the total points.

- Merits of the Offeror and the Offeror's Proposal
- Business Proposal

### 80.410 Merits of the Offeror and the Offeror's Technical Proposal (100 possible points)

The Offeror shall be assigned a score based on the Offeror's experience, personnel assigned to the project, proposed outreach and educational activities, data collection and reporting capabilities and implementation timeline. DHS reserves the right to add, change or delete any of the criteria.

Proposals shall be evaluated by Med-QUEST Division using but not limited to the following criteria:

- Offeror's approach to identifying target populations and educating providers, community groups, and others to maximize outreach efforts to families who could qualify for medical assistance.
- Innovation and experience of the Offeror in implementing and administering educational, providing outreach programs, developing community linkages and other services required in the RFP in the Medicaid and other similar environments.
- Demonstration in the written proposal of the Offeror's ability, facilities, and capacity to provide all required services in a timely, efficient and professional manner.

- Staffing described in Section 60.500 and appropriateness of staff experience and expertise to assigned functions and responsibilities.
- Work plans described in Section 60.900

The scoring will be based on the following points:

- Transmittal letter (5 points)
- Review of background and experience of the organization (25 points)
- Project Staffing (20 points)
- Data collection and reporting capabilities (15 points)
- Proposed educational and outreach activities (25 points)
- Timeline for implementation (10 points)

#### 80.420 Step II-Business Proposal

The Offeror with the lowest business proposal shall be awarded 20 points. The next lowest bidder shall be awarded 15 points. And the next lowest bidder shall be awarded 10 points.

#### **80.500 Merits of the Offeror and Offeror's Proposal**

The listing of the criteria is not all-inclusive and DHS reserves the right to add, delete or modify any criteria.

- Transmittal Letter (5 points possible)

Transmittal letter must be on an official letterhead and signed by an individual authorized to legally bind the Offeror. Letter shall include all statements as specified in Section 60.300. If transmittal letter is incomplete, no points will be awarded.

- Company Background and Experience (25 points)

Does the proposal describe the company background and experience? Has the company demonstrated that the scope of services under this RFP can be completed by the Offeror? Does the proposal provide references who clearly address the nature and satisfaction of prior work performed by the Offeror?

- Project staffing (20 points)

Proposals will be evaluated in part on the basis of relevant experience and client references. MQD reserves the right to contact previous and current clients. The experience of the subcontractors, if applicable, will be evaluated as well. Included in the evaluation will be an assessment of past and current management experience for similar services of like projects in scope.

- Data Collection and Reporting (15 points)

Does the proposal explain the adequacy of the Offeror’s system to collect, maintain and process the required information from clients?

- Proposed educational and outreach activities (25 points)

Does the proposal describe the Offeror’s approach to identify target populations and educating providers, community groups, and others to maximize outreach efforts to individuals who could qualify for Med-QUEST assistance? Does the Offeror develop important community linkages and integrations of community services?

- Timeline for Implementation (10 points)

Does the timeline meet the requirements of this RFP?

**80.600 Step II Business Proposal Review**

Each proposal will be examined to ensure that all required pricing schedules have been included by the Offeror. Proposals will be evaluated to ensure that reasonable reimbursement fee and administrative costs have been assigned. The points shall be given by the chart below:

	Lowest Proposal	2 <sup>nd</sup> Lowest Proposal	3 <sup>rd</sup> Lowest Proposal	4 <sup>th</sup> Lowest or More
Two Offerors	20	15		
Three Offerors	20	15	10	
Four Offerors	20	15	10	0

**80.700 Contract Award**

The technical and business proposal scores will be combined to determine the winning proposal.

Upon receipt and acceptance of the winning bids, DHS shall initiate the contracting process. This RFP and the Offeror's technical proposal shall become part of the contract.

The Offeror shall be notified in writing that DHS intends to contract with the Offeror. This letter shall serve as notification that the Offeror should begin to develop its program, materials, policies and procedures.

Each notice of award shall contain a statement of findings and decisions for the award or non-award of the contract to each offeror.

# APPENDIX A – PROPOSAL APPLICATION FORM (SPO-H-200)

## APPENDIX B – GLOSSARY

## APPENDIX C – GENERAL CONDITIONS

## APPENDIX D – BUSINESS ASSOCIATE LANGUAGE

## APPENDIX E – STANDARDS OF CONDUCT

## APPENDIX F – WRITTEN QUESTIONS FORMAT

## APPENDIX G – PROPOSAL LETTER

# APPENDIX H – DISCLOSURE STATEMENT

## **APPENDIX I – Med-QUEST Services Not Covered**

# APPENDIX J – BUSINESS PROPOSAL