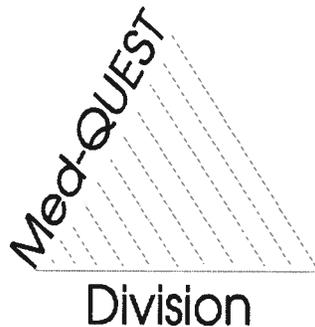


STATE OF HAWAII  
Department of Human Services  
Med-QUEST Division  
Policy and Program Development Office

REQUEST FOR PROPOSAL

**RFP-MQD-2009-002**  
**Medicaid Application and Outreach**  
**Services**



Med-QUEST Division- Finance Office  
Issued January 26, 2009

State of Hawaii  
Department of Human Services  
Med-QUEST Division  
Policy and Program Development Office

**Request for Proposals**  
**RFP-MQD-2009-002**  
**Medicaid Application and Outreach  
Services**

**January 26, 2009**

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**

Federal regulations require State Medicaid program to process applications, determine eligibility, and furnish benefits within forty-five days for non-disabled and ninety (90) days for disabled individuals.

The purpose of this procurement is to solicit proposals for a qualified Offeror to perform ancillary functions related to the processing of Medical assistance applications. These functions include:

- Processing mailed, faxed and electronic applications
- Screening for required verifications and documents
- Query, Data entry and registration into the Hawaii Automated Welfare Information (HAWI) system
- Outreach strategies to secure and submit required verifications and documents

The organizations responding to this RFP must be able to provide the required services on the island of Oahu.

The successful Offeror shall be responsible for all costs of providing the required services as described in this RFP. These include but are not limited to all staffing, office space, office equipment, travel expenses, computer hardware and software, and data reporting capacity to perform the services described herein.

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 being 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 Office is responsible for overseeing the contract(s) resulting from this RFP. The Issuing Officer is:

Ms. Noreen Moon-Ng, Medical Assistance  
Program Officer  
DHS/Med-QUEST Division  
1001 Kamokila Boulevard, Suite 518  
Kapolei, HI 96707  
Telephone: (808) 692-8134  
Fax: (808) 692-8155

## **10.400 Use of Subcontractors**

In the event of a proposal submitted jointly or by multiple organizations, one (1) organization shall be designated as the primary Offeror and shall have responsibility for not less than sixty percent (60%) of the work to be performed. The project leader shall be an employee of the prime offeror. 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 to insure the Subcontractor(s) will provide the services according to the criteria of this RFP.

## **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 application and outreach services.
- Section 30 – Background – Describes the current medical Assistance program, Medicaid fee-for-service, QUEST, QUEST-Net, QUEST-ACE, QUEST Expanded Access and State funded programs.
- Section 40 – Scope of Services – Provides information on the application and outreach

services and strategies to be provided under this contract.

- Section 50 – Terms and Conditions – Describes the terms and Conditions under which the work will be performed.
- Section 60 – Technical Proposal – Describes 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 Offeror.

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

### **20.100 RFP Timeline**

The delivery schedule set forth herein represents the DHS' 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	January 26, 2009
Orientation Conference	January 30, 2009
Submission of written questions	February 2, 2009
Written responses to questions	February 4, 2009
Notice of Intent to Propose	February 9, 2009
Receipt of Proposals	February 23, 2009
Contract Award	March 6, 2009
Implementation	March 16, 2009

### **20.200 Orientation Conference**

An orientation for Offerors in the reference to this RFP will be held on January 30, 2009 at 2:00 p.m. (H.S.T.) at the Med-QUEST Office, Kakuhihewa Building at 601 Kamokila Boulevard, #577A, Kapolei, Hawaii.

Offerors are encouraged to submit written questions prior to the Orientation conference. Impromptu questions will be permitted at the orientation and spontaneous responses provided at the discretion of the state purchasing agency. However, responses provided at the orientation conference are intended only as general direction and may not represent the official position of the state purchasing agency. Formal responses will be provided in writing. To

ensure a written response, any oral questions should be submitted in writing following the close of the orientation conference, but no later than the submittal deadline for written questions indicated in Section 20.300, Written Questions.

### **20.300 Submission of Questions**

Offerors shall submit questions in writing and/or CD in Word 2005 format, or lower to the following address:

Ms. Noreen Moon-Ng, Medical Assistance  
Program Officer  
c/o Dona Jean Watanabe  
DHS/Med-QUEST Division  
1001 Kamokila Boulevard, Suite 317  
Kapolei, HI 96707  
Fax: (808) 692-7989  
Cc: [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 B. Offerors must submit written questions by 2:00 p.m. (H.S.T.) on February 2, 2009. DHS shall respond to the written questions no later than February 4, 2009. 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 9, 2009. 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:

Ms. Noreen Moon-Ng, Medical Assistance  
Program Officer  
c/o Dona Jean Watanabe  
DHS/Med-QUEST Division  
1001 Kamokila Boulevard, Suite 317  
Kapolei, HI 96707  
Fax: (808) 692-7989  
Cc: [dwatanabe@medicaid.dhs.state.hi.us](mailto:dwatanabe@medicaid.dhs.state.hi.us)

**20.500 Tax Clearance**

Pursuant to HRS Section 103-53, as a prerequisite to entering into contracts of \$25,000 or more, providers shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate shall have an original green certified copy stamp and shall be valid for six (6) months from the most recent approval stamp date on the certificate. Tax clearance applications may be obtained from the Department of Taxation website at <http://hawaii.gov/tax/> (click on "forms").

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

**20.600 Certificate of Good Standing**

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 registered and in good standing with the Department of Commerce and Consumer Affairs (DCCA), Business Registration Division. Foreign insurance companies must register with DCCA, Insurance Division. More information is on the DCCA website at <http://hawaii.gov/dcca> click on "Business Registration".

20.610 Hawaii Compliance Express (HCE)

Providers may register with HCE for online proof of DOTAX and IRS tax clearance Department of Labor and Industrial Relations (DLIR) labor law compliance, and DCCA good standing compliance. There is a nominal annual fee for the service. The "Certificate of Vendor Compliance" issued online through HCE provides the registered provider's current compliance status as of the issuance date, and is accepted for both contracting and final payment purposes. See website:

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

**20.700 Documentation**

Offerors may review information describing the Medicaid applications 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:

- Medicaid Application
- Organization charts and functional statements
- Rules and regulations
- Financial sanctions
- Financial reporting requirements
- Complaint, grievance and appeal requirements
- Other pertinent data

Offers 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 Offeror.

## **20.800 Rules of Procurement**

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

### **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 Cost 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 qualify providers from submitting proposals if conducted in accordance with HAR Sections 3-142-202 and 3-142-203.

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 met 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 that Contractor shall assume all costs of this project until such time that a new Offeror is selected.

#### 20.900 Confidentiality of Information

If an applicant believes any portion of a proposal contains information that should be withheld as confidential, the applicant shall request in writing nondisclosure of designated proprietary data to be confidential and provide justification to support confidentiality. Such data shall accompany the proposal, be clearly marked, and shall be readily separable from the proposal to facilitate eventual public inspection of the non-confidential sections of the proposal. **Note that price is not considered confidential and will not be withheld.**

20.910 Confidentiality of Personal Information

Act 10 relating to personal information was enacted in the 2008 special legislative session. As a result, the Attorney General's General Conditions of Form AG Form 103F, *Confidentiality of Personal Information*, has been amended to include Section 8 regarding protection of the use and disclosure of personal information administered by the agencies and given to third parties.

**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 the RFP including the sharing of information on community needs, best practices, and provider resources, shall not disqualify providers from submitting proposals if conducted in accordance with HRS 103F-202 and 103F-203.

## **21.200 Submission of Proposals**

Each qualified Offeror may submit only (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, two (2) 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 February 23, 2009. Proposals shall be mailed or delivered to:

Ms. Noreen Moon-Ng, Medical Assistance  
Program Officer  
c/o Dona Jean Watanabe  
DHS/Med-QUEST Division  
1001 Kamokila Boulevard, Suite 317  
Kapolei, Hawaii 96707-2005

All mail-in proposals shall be postmarked by the United States Postal System (USPS) and received by the DHS no later than the submittal deadline. All hand deliveries will not be accepted after 2:00 p.m. H.S.T., February 23, 2009. Deliveries by private mail services, such as Fed Ex, shall be considered hand deliveries and shall be rejected if received after the 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 2009-002  
Medicaid Application 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-2009-002  
Medicaid Application 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 bill 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:

- Rejection for failure to cooperate or deal in good faith (HAR §3-141-201)
- Rejection for inadequate accounting system (HAR §3-141-202)
- Late Proposals (HAR §3-143-603)
- Inadequate response to request for proposals (HAR §3-143-609)
- Proposal not responsive (HAR §143-610(a)(1))
- Applicant not responsible (HAR §3-143-610(a)(2))

## **21.600 Multiple or Alternate Proposals**

Multiple or alternate proposals shall not be accepted unless specifically provided for in Section 40 of this RFP. In the event alternate proposals are not accepted and an applicant submits alternate proposals, but clearly indicates a primary proposal, it shall be considered for award as though it were the only proposal submitted by the applicant.

## **21.700 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.

## **21.800 Opening of Proposals**

Upon receipt of a proposal by the 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.

**21.900 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.

**22.100 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. The offeror shall submit only the section (s) of the proposal that are amended, along with the Proposal Application Identification Form (SPO-H-200). After final revised proposals are received, final evaluations will be conducted for an award.

**22.200 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.

**22.300 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://hawaii.gov/spo/>. 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 Purchasing Agency</b>	<b>Procurement Officer</b>
Name: Lillian B. Koller, Esq.	Name: Mr. Kenneth S. Fink
Title: Director of Human Services	Title: Administrator, 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**

The Med-QUEST Division (MQD) is the unit within the Department of Human Services (DHS) that administers the medical assistance programs. Medicaid, a federal and state partnership program created by Congress in 1965, provides medical assistance benefits to qualified uninsured and underinsured through the QUEST, QUEST-NET, Fee-For-Service (FFS), SCHIP and QExA (effective 2/1/09) programs.

MQD also administers state-funded programs for pregnant immigrant women, immigrant children, immigrant women who meet requirements for the Breast and Cervical Cancer program and a funeral payments Program...

DHS is the sole authority and is solely responsible for determining eligibility for the programs. Federal regulations require the State to process applications, determine eligibility and furnish benefits within 45 days for non-disable individuals and ninety (90) days for disabled individuals.

### **30.200 Medicaid Fee-For-Service (FFS) and QExA Programs for Aged, Blind and Disabled (ABD) Recipients**

The State's Medicaid FFS program provides medical assistance to Eligible individuals under Title XIX of the Social Security Act. The FFS program is state administered receiving federal funding for approximately 54% of its expenditures.

The FFS program covers all mandatory Medicaid groups as well as several optional eligibility groups. Currently, there are approximately 42,780 individuals.

Coverage is provided by contracting with individual providers (hospitals, Physicians, laboratories, etc.) for services rendered based on a fee schedule.

Effective February 1, 2009, most ABD recipients will be transitioned from receiving FFS to a managed care delivery system through a statewide Medicaid demonstration project (Section 115 waiver) that provides primary, acute and long-term care services.

Dental, Organ Transplant, Targeted Case Management services are also provided FFS for eligible Medicaid recipients.

### **30.300 Hawaii QUEST**

QUEST is a statewide Medicaid demonstration project (Section 1115 waiver) that provides medical and behavioral health services through competitive managed care delivery systems.

QUEST includes individuals who are eligible for medical assistance, but who are not aged, blind or disabled. Currently, there are approximately 179,060 individuals inclusive of the following groups:

- Temporary Assistance for Needy Families (TANF) and Temporary Assistance for Other Needy Families (TAONF)
- Foster Care
- General Assistance (GA) program
- Former State Health Insurance Program (SHIP).

### **30.400 QUEST-Net**

Implemented on April 1, 1996, the QUEST-Net program provides a limited medical and behavioral health benefit package for QUEST recipients due to an increase in income or assets or ABD recipients who desiring to lower out-of-pocket costs. Recipients with any type of medical coverage are ineligible for program benefits.

Additionally, effective January 1, 1997, certain individuals and families whose TANF/TAONF assistance is re-directed or terminated are eligible for program benefits for a maximum of 12 months.

QUEST-Net children receive the same benefit package as QUEST children. Dental benefits are the same for QUEST and QUEST-Net Adults. Currently there are approximately 1076 recipients.

**30.500 State Children's Health Insurance Program (SCHIP)**

The S-CHIP program was established by Congress to expand health care coverage to children whose families may be working but do not earn enough to pay for private health insurance coverage. In Hawaii, S-CHIP is a Medicaid expansion program.

S-CHIP provides coverage to uninsured children, under age 19 with family incomes up to 300% of the FPL. Free coverage is provided to children with family incomes less than 250% of the FPL. A graduated QUEST-NET premium share schedule exists for children with family income between 251% to 300% of the FPL.

Eligible children receive the full QUEST benefit package.

**30.600 QUEST-Adult Coverage Expansion (QUEST-ACE)**

QUEST-ACE is a health coverage program for a gap group of adults, ages 19 through 64, with incomes up to 200% of the federal poverty level who are uninsured or unable to enroll in QUEST due to the enrollment cap and are unable to enroll in QUEST-Net because they were not already QUEST or Medicaid fee-for-service recipients.

Benefits mirror the limited QUEST-Net health package.

## **Section 40 SCOPE OF SERVICES**

### **40.100 General**

The State of Hawaii seeks the services of a Contractor to provide a workforce to perform tasks resulting in the registration of Medicaid applications and outreach activities to Medicaid applicants to allow for timely eligibility determinations on the island of Oahu.

The contract projects the processing of approximately 55,200 applications within five Eligibility Units within the next 12 months.

Only one Offeror shall be awarded a contract.

### **40.200 Contractor Tasks and Responsibilities**

The Contractor's tasks and responsibilities include, but are limited to, the following activities according to DHS procedures:

- A. Application Processing:
- Process, (sort, open, date stamp, collate, traffic) daily mailed, faxed and electronic applications and verifications received by DHS within 2 hours of receipt.
  - Screen of applications for completeness, priority processing and Census Tract identification within 2 hours of receipt.
  - Complete Inquiry functions using the MQD eligibility information system within 24 hours of receipt of application.
  - Complete Registration functions into the MQD eligibility information system within 24 hours of receipt of application.
  - Data input of all application information into the MQD eligibility information system within 36 hours of receipt of application.
  - Identify and initiate written request for missing verification documents within 48 hours
  - Create and/or retrieve physical case record within 48 hours

- Maintain a daily record of applications received by environment according to specified requirements
- B. Outreach Assistance
- Contact identified applicants to obtain requested verification documents within 24 hours of referral.
  - Serve as primary contact, as designated by DHS, to applicants to facilitate application determination providing appropriate assistance. A minimum of 3 contacts must be documented (telephone, home visit, etc.).
  - Receive, file and submit requested verification documents within 10 days of referral through established procedural protocols.
  - Re-contact applicants upon direction by DHS.
  - Prepare physical case record for transfer to appropriate on-going Eligibility Worker upon determination of eligibility.
  - Maintain a record of dispositions according to specified requirements.

#### **40.300 Reporting Requirements**

The Contractor shall maintain a recipient tracking and database in order to respond to individual applicant status requests by DHS within 4 working hours.

The Contractor shall prepare and submit reports specified in this Section MQD as required. If the Contractor chooses to subcontract portions of work required under the contract, the Contractor should be responsible to secure and submit the reportable information.

40.310 Weekly Reports

The Contractor shall submit weekly reports containing a minimum of the following information:

A. Application Processing

- Name of applicants by date received, environment (mail, fax, Electronic, walk-in, etc) and registration date.
- Errant Application Action Status (incomplete, duplicate, missing verifications)

B. Outreach Activities

- Applicant name, Date of Application, Date Application received, DHS Case Number, Date of referral, type of verification missing, Contact log (date, time, contact action/content, staff name), list of verification retrieved and date of submission to DHS.

40.320 Monthly Reports

The Contractor shall submit a cumulative monthly report of the containing a minimum of the following information:

- Applicant name, Date of Application, Date Application received, DHS Case Number, Disposition and Disposition date.
- Number of hours expended by case and date.

40.330 Final Report

The Contractor shall submit a comprehensive annual report accumulating both the weekly and monthly report information and all contract expenditures prior to the receipt of final payment not to exceed 6 months following the contract closure.

## **40.400 Administrative Requirements**

The Contractor shall have in place adequate organizational workforce and administrative systems capable of implementing the contractual requirements.

- A. The Contractor shall provide the following infrastructure for the implementation of business on Oahu:
- Location and office operational costs on Oahu.
  - Office hours at a minimum from 8:00 a.m.-4:30 p.m., Monday-Friday, except for State of Hawaii Holiday. Work hours must be flexible to facilitate applicant convenience.
  - Office telephone system sufficiently staffed to accommodate calls from applicants
  - Office workforce to sufficiently meet the requirements of the RFP.
  - Office resources to accommodate the submission of required verification documents to include mileage, copying fees, mailing supplies, etc.
- B. The Contractor shall designate a primary staff member to perform the following functions:
- Serve as the principal responsible contact for the Contract
  - Hiring, Training and Maintenance of a skilled workforce
  - Oversight of the workforce and all business systems to ensure timely completion of all contract requirements

## **SECTION 50 TERMS AND CONDITIONS**

### **50.100 General**

This RFP, appendices, any amendments to the RFP and/or appendices, and the Offeror's technical and business proposals submitted in response to this RFP form an integral part of the contract between the Contractor and DHS. In exchange for payment from DHS for Application Processing and Outreach Services, the Contractor shall perform all of the services and shall develop, produce and deliver to DHS all of the data requirements described in this RFP. The DHS shall make payment as 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 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 this contract. The standard State general terms and conditions found in Appendix C shall become part of the contract between the Contractor and DHS.

The Contractor 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 the Contractor to any tax imposed by any governmental entity.

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

The head of the purchasing agency (which includes the designee of the head of the purchasing agency), shall coordinate the services to be provided by the Contractor in order to complete the performance required in this RFP. The Contractor shall maintain communications with the head of the purchasing agency at all stages of the Contractor's work, and submit to the head of the purchasing agency for resolution any questions which may arise as to the performance of the contract.

50.110 Compliance with all Applicable State Business and Employment Laws

The Contractor shall agree to conform with such federal laws as affect the delivery of services under the Contract, including but not limited to Titles VI, VII, XIX, and XXI of the Social Security Act, the Federal Rehabilitation Act of 1973, the Davis Bacon Act (40 U.S.C. Section 276a *et seq.*), the Copeland Anti-Kickback Act (40 U.S.C. Section 276c), the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as Amended (33 U.S.C. 1251 *et seq.*), the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), the Debarment and Suspension (45 CFR 74 Appendix A (8) and Executive Order 12549 and 12689), Education programs and activities: Title IX of the Education Amendment of 1972, EEO provisions, and Contract Work Hours and Safety Standards.

The Contractor shall comply with all State and Federal laws relating to non-discrimination and equal

employment opportunity, including but not limited to the:

- Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 *et seq.*; 47 U.S.C. § 225; 47 U.S.C. § 611;
- Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e;
- Title VI of the Civil Rights Act, 42 U.S.C. § 2000d *et seq.*;
- Civil Rights Act of 1991;
- Section 504 of the Rehabilitation Act, 29 U.S.C. § 794 *et seq.*;
- Age Discrimination in Employment Act of 1975. 29 U.S. C. §§ 621-634;
- Regulations issued pursuant to those Acts; and
- Provisions of Executive Order 11246 dated September 26, 1965 entitled "Equal Employment Opportunity" as amended by Federal Executive Order 11375, as supplemented in the United States Department of Labor Regulations (41 CFR Part 60-1 *et seq.*, Obligations of Contractors and Subcontractors).

The Contractor shall have administrative and management procedures and a mandatory compliance plan to detect and prevent fraud, waste and abuse. The Contractor's compliance plan shall establish written policies, procedures and standards that demonstrate compliance with all applicable State and Federal fraud and abuse requirements. These relevant statutes include but are not limited to the following:

- Section 1902(a)(68) of the Social Security Act, 42 U.S.C. § 1396a(a)(68);
- False Claims Act (FCA), 31 U.S.C. §§ 3729-33;
- Program Fraud and Civil Remedies Act (PFCRA), 31 U.S.C. §§ 3801-12;
- Civil Monetary Penalties Law, 42 U.S.C. § 1320a-7a *et seq.*; and
- Hawaii False Claims Act, HRS § 661-2 *et seq.*

The Contractor shall comply with all applicable standards, orders or requirements issued under section 306 if the Clean Air Act (42 USC 1857 (h)),

section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). The Contractor shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issues in compliance with the Energy Policy and Conservation Act (Pub. L. 94-165).

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

#### **50.200 Term of the Contract**

This is single term contract solicitation that has been deemed to be in the best interest of the State by the Director of Human Services. The initial contract term shall begin on March 16, 2009 through March 15, 2010 with the option for a (1) year extension, 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 a (1) one year, and upon mutual agreement of the parties in writing. 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 to be performed, in which event the Contractor agreed to enter into a supplemental agreement upon request by the State, The supplemental agreement may also include an extension of the period of performance and a respective modification of the compensation.

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 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.

**50.400 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 Contractor 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. All inspections and evaluations shall be performed in such a manner to not unduly delay work. All records and files pertaining to the Contractor shall be located in Hawaii at the Contractor's principal place of business or at a storage facility on Oahu that is accessible to the foregoing identified parties.

**50.500 Subcontractor/Provider Agreements**

The Contractor may negotiate and enter into contracts or agreements with providers and other subcontractors (with prior written consent of the State) to the benefit of the Contractor and the State 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 a Contractor enters into with respect to the performance under this contract shall in any way relieve a Contractor 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 any Contractor 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 Contractor'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.

**50.600 Applicability of Hawaii Revised Statutes**

**50.610 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 G pursuant to Section 103-55, HRS.

**50.620 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.

**50.630 Campaign Contribution 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, FAQs are available at the Campaign Spending Commission webpage. See [www.hawaii.gov/campaign](http://www.hawaii.gov/campaign).

## **50.700 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 a Contractor and its subcontractors or providers.

## **50.800 Contractor Accounting Records Requirement**

A Contractor 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 Contractor's performance of services under this contract.

A Contractor'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.

## **50.900 Confidentiality of Information**

The Contractor understands that the use and disclosure of information concerning applicants, enrollees or members is restricted to purposes directly connected with the administration of the Hawaii Medicaid program, and agrees to guard the confidentiality of an applicant's, enrollee's or member's information as required by law. The Contractor shall not disclose confidential information to any individual or entity except in compliance with the following:

- 42 CFR Part 431, Subpart F;
- The Administrative Simplification provisions of HIPAA and the regulations promulgated thereunder, including but not limited to the Security and Privacy requirements set forth in 45 CFR Parts 160, 162 and 164, (if applicable);
- HRS Section 346-10; and

- All other applicable federal and State statutes and administrative rules, including but not limited to:
  - HRS § 325-101 relating to persons with HIV/AIDS;
  - HRS § 334-5 relating to persons receiving mental health services;
  - HRS § 577A relating to emergency and family planning services for minor females;
  - 42 CFR Part 2 relating to persons receiving substance abuse services.

Access to member identifying information shall be limited by the Contractor to persons or agencies that require the information in order to perform their duties in accordance with this contract, including the DHHS, the DHS and other individuals or entities as may be required by the DHS. (See 42 CFR § 431.300 et seq. and 45 CFR Parts 160 and 164.)

Any other party shall be granted access to confidential information only after complying with the requirements of State and Federal laws, including HIPAA, and regulations pertaining to such access. The Contractor is responsible for knowing and understanding the confidentiality laws listed above as well as any other applicable laws.

The Contractor is a "business associate" of the DHS, as that term is defined under the HIPAA regulations, 45 CFR §160.103. Therefore, Contractor agrees to comply with the terms of the Business Associate Agreement found in Appendix D.

The Contractor is cautioned that State and Federal Medicaid rules, and some other State and Federal statutes and rules, including but not limited to those listed above, are often more stringent than the HIPAA regulations. Moreover, for purposes of this contract, the Contractor agrees that the confidentiality provisions contained in HAR Chapter 17-1702 shall apply to the Contractor to the same extent as they apply to MQD.

The Contractor shall implement a secure electronic mail (email) encryption solution to ensure confidentiality, integrity, and authenticity of email communications that contain information relating to members.

**51.100 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.

**51.200 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.

**51.300 Monthly Invoice**

The Contractor shall submit an original and one copy of the monthly invoice for reimbursements accompanied by the Monthly Report to the following address:

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

**51.400 Acceptance**

The Contractor shall comply with all of the requirements of the contract.

**51.500 Disputes**

Any dispute concerning a question of fact arising under the contract which is not disposed of by agreement shall be decided by the Director of DHS or his/her duly authorized representative who shall reduce his/her decision to writing and mail or otherwise furnish a copy 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, or capricious or arbitrary, or so grossly erroneous as necessarily 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.

**51.600 Warranty of Fiscal Integrity**

The Contractor warrants that it is of sufficient financial solvency to assure DHS of its ability to perform the requirements of this contract. The Contractor shall provide sufficient financial data and information to prove financial solvency.

**51.700 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 Contractors and providers.

An Offeror shall not, without DHS' prior approval, lend money or extend credit to any related party. A contractor 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.

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

51.710 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.

**51.800 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.

**51.900 Prohibition of Gratuities**

Neither an Offeror nor any person, firm or corporation employed the Offeror in the performance of this contract shall offer or give, directly 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.

**52.100 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 the contract. Each party further acknowledges that it has read the contract, understands it, and agrees to be bound by it.

**52.200 Personnel Requirements**

The Contractor, shall secure, at its own expense, all personnel required to perform the contract, unless otherwise specified in the contract. The Contractor shall ensure that its employees or agents are experience and fully qualified to engage in the activities and perform the service required under the contract, and that all applicable licensing and

operating requirement imposed or required under federal, state and local law and all applicable accreditation and other standards of quality generally accepted in the field of activities of such employees and agents are complied with.

## **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 F)
- Transmittal Letter
- Standards of Conduct (Appendix E)
- Company background and experience
- Organization and staffing
- Reporting requirements
- Application Processing and Outreach Activities
- Work Plan and Timeline for implementation
- Disclosure Statement (Appendix G)
- 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 F) shall be signed by an individual authorized to legally bind an Offeror and be affixed with 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. A statement indicating that the Offeror is a corporation or other legal entity. All

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

- b) A statement that the Offeror is/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)
- c) 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.
- d) 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.
- e) A statement that neither cost nor pricing is included in this letter or the technical proposal.
- f) 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.
- g) 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.

- h) A statement that the Offeror has read, understands, and agrees to all provisions of the RFP.
- i) 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, 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 limited to:

- a. A general description of the primary business of your organization and its client base
- b. 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.
- c. Ownership of the company, including the officers of the Corporation, and the names and address of its registered agent
- d. Home Office location and all other offices (by city and state)
- e. Location of office from which any contract would be administered

- f. Name, address and telephone number of the Offeror's point of contact for a contract resulting from this RFP.
- g. Number of employees both locally and nationally
- h. The size of organization in assets, revenue and people
- i. 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 in successful collaboration with agencies, employers, financial institutions, working with persons, agencies and healthcare
- Experience in benefit applications
- Experience in outreach services and liaison services

**60.500 Organization and Staffing**

The organization and staffing section shall include organization charts of proposed personnel and resume(s) 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 an estimate of the proposed number of staff, hours and resources to be engaged to complete the contracted activities.

60.510 Organizational 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).
- If there is more than one employee, 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:

- Specific experience with the Medicaid program
- Experience in data processing
- Experience in entitlement application processing and/or outreach activities with the uninsured/underinsured population
- Relevant education and training
- Names, position titles and current phone numbers of references able to provide information on the individual's experience and competence.

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

If an Offeror seeks confidentiality on the part of a submission, each page of the section of that

submission 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:

- Bank Balances
- 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 Reporting Requirements**

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 Application Processing**

The Offeror shall describe in this section, proposed strategies for the receipt and processing of applications and verifications by mail, fax or electronic means, screening of applications, data information entry of all application information, data query and registration into the Medicaid Hawaii Automated Welfare information (HAWI) and initiation/retrieval of physical case records.

## **60.900 Outreach Services**

The Offeror shall describe in this section, proposed strategies for contacting, assisting applicants to secure acceptable verification for submission and processing to MQD within 10 days from the date of screening. Narrative shall include non-traditional methods and documentation procedures.

## **61.100 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 action. The timeline should specify whether the action will be completed by the Offeror's staff or subcontractor.

- Receipt and processing of daily applications and verifications by Mail, fax or electronic means
- Screening of applications and request for verifications
- Data entry of application information
- Data Query and registration into HAWI
- Initiation/Retrieval of physical case records
- Contacting and assisting application to secure verifications
- Submittal to MQD within 10 days and processing of acceptable verifications
- Submission of weekly reports
- Submission of Monthly reports
- Submission of Final report

## **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.

The business proposal shall include the following tasks:

- Application mail processing, screening, data entry and registration Monday-Friday (except for State Holidays) between the hours of 7:45 a.m. to 4:30 p.m.
- Outreach, Retrieval and Submittal services related to the required verification documents to allow for timely eligibility determinations, utilizing non-traditional work hours.
- Provide weekly, monthly and final report within specified time lines.
- Provide an annual report no later than 3 months following conclusion of a 12 month period.

## **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 be 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 recommendations to the Director of Human Services or designate for approval of the award.

### **80.300 Mandatory Requirements**

Proposals shall first be reviewed to ensure that all mandatory requirements have been met. Proposals shall comply with the instructions to Offerors contained throughout this RFP.

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 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 Step I - 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 application processing, screening and outreach services, data collection, 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 providing Application processing and Outreach services.
- Innovation and experience of the Offeror in implementing and administering application processing, outreach services, developing community and business linkages and other

services required in the RFP in the Medicaid or other public entitlement environments.

- Demonstration in the written proposal of the Offeror's knowledge, ability, facilities, and capacity to provide all required services in a timely, efficient and professional manner.
- Staff described in Section 60.500 and appropriateness of staff experience and expertise to assigned functions and responsibilities.
- Work plan and timelines described in Section 61.100.

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)
- Reporting Requirements (15 points)
- Proposed Application and Outreach Services activities (25 points)
- Timeline for implementation (10 points)

#### 80.420 Step II-Business Proposal

The Offeror with 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 STEP I - Merits of the Offeror and the 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)

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? Is the Offeror able to convey issues /concerns and provide options for problem resolution? 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 education/training, 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.

- Reporting Requirements (15 points)

Does the proposal explain the adequacy of the Offeror's system to collect, track, maintain and process the required information to report to MQD on a timely basis?

- Application Processing and Outreach Activities (25 points)

Does the proposal explain the strategies for the receipt and processing of applications and verifications into the HAWI system? Does the proposal describe the strategies for contacting and assisting applicants to secure acceptable verification for submission and processing to MQD within 10 days from the date of screening?

- Workplan and Timeline for Implementation (10 points)

The work plan shall be in sufficient detail, to allow the State to determine that the offeror's plan is a viable plan. The plan shall demonstrate that the offeror will be able to achieve its objectives in a timely and efficient manner. Does the timeline meet the requirements of the RFP?

**80.600 Step II Business Proposal Review**

All proposals that receive a score of 75 points or more in Step I shall be reviewed for their business proposals. 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.

# APPENDICES

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

STATE OF HAWAII  
STATE PROCUREMENT OFFICE  
**PROPOSAL APPLICATION IDENTIFICATION FORM**

STATE AGENCY ISSUING RFP: \_\_\_\_\_

RFP NUMBER: \_\_\_\_\_

RFP TITLE: \_\_\_\_\_

Check one:

Initial Proposal Application

Final Revised Proposal (Completed Items \_\_\_\_\_ - \_\_\_\_\_ only)

**1. APPLICANT INFORMATION**

Legal Name:

Doing Business As:

Street Address:

Mailing Address:

Contact person for matters involving this application:  
Name:

Title:

Phone Number:

Fax Number:

e-mail:

**2. BUSINESS INFORMATION**

Type of Business Entity (*check one*):

Non-Profit Corporation

Limited Liability Company

Sole Proprietorship

For-Profit Corporation

Partnership

If applicable, state of incorporation and date incorporated:

State:

Date:

**3. PROPOSAL INFORMATION**

Geographic area(s):

Target group(s):

**4. FUNDING REQUEST**

FY \_\_\_\_\_

FY \_\_\_\_\_

FY \_\_\_\_\_

FY \_\_\_\_\_

FY \_\_\_\_\_

FY \_\_\_\_\_

Grand Total \_\_\_\_\_

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

\_\_\_\_\_  
*Authorized Representative Signature*

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

\_\_\_\_\_  
*Name and Title*

# APPENDIX B – WRITTEN QUESTIONS FORMAT

**Appendix B**  
**Written Questions Format**  
**Outreach Services and Strategies**  
**RFP-MQD-2009-0002**

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

# APPENDIX C – GENERAL CONDITIONS

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

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

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

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

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

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

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

1.3.1 Smoking Policy. The PROVIDER shall implement and maintain a written smoking policy as required by Chapter 32K, Hawaii Revised Statutes, or its successor provision.

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

1.3.3 Persons with Disabilities. The PROVIDER shall implement and maintain all practices, policies, and procedures required by federal, state, or county law, including but not

limited to the Americans with Disabilities Act (42 U.S.C. §12101, et seq.), and the Rehabilitation Act (29 U.S.C. §701, et seq.).

1.3.4 Nondiscrimination. No person performing work under this Contract, including any subcontractor, employee, or agent of the PROVIDER, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

1.4 Insurance Requirements. The PROVIDER shall obtain from a company authorized by law to issue such insurance in the State of Hawai'i commercial general liability insurance ("liability insurance") in an amount of at least TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) coverage for bodily injury and property damage resulting from the PROVIDER's performance under this Contract. The PROVIDER shall maintain in effect this liability insurance until the STATE certifies that the PROVIDER's work under the Contract has been completed satisfactorily.

The liability insurance shall be primary and shall cover the insured for all work to be performed under the Contract, including changes, and all work performed incidental thereto or directly or indirectly connected therewith.

A certificate of the liability insurance shall be given to the STATE by the PROVIDER. The certificate shall provide that the STATE and its officers and employees are Additional Insureds. The certificate shall provide that the coverages being certified will not be cancelled or materially changed without giving the STATE at least 30 days prior written notice by registered mail.

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

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

1.5 Notice to Clients. Provided that the term of this Contract is at least one year in duration, within ONE HUNDRED AND EIGHTY (180) days after the effective date of this Contract, the PROVIDER shall create written procedures for the orderly termination of services to any clients receiving the Required Services under this Contract, and for the transition to services supplied by another provider upon termination of this Contract, regardless of the circumstances of such termination. These procedures shall include, at the minimum, timely notice to such clients of the termination of this Contract, and appropriate counseling.

1.6 Reporting Requirements. The PROVIDER shall submit a Final Project Report to the STATE containing the information specified in this Contract if applicable, or otherwise satisfactory to the STATE, documenting the PROVIDER's overall efforts toward meeting the requirements of this

Contract, and listing expenditures actually incurred in the performance of this Contract. The PROVIDER shall return any unexpended funds to the STATE.

- 1.7 Conflicts of Interest. In addition to the Certification provided in the Standards of Conduct Declaration to this Contract, the PROVIDER represents that neither the PROVIDER nor any employee or agent of the PROVIDER, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the PROVIDER's performance under this Contract.

## 2. Documents and Files

### 2.1 Confidentiality of Material.

2.1.1 Proprietary or Confidential Information. All material given to or made available to the PROVIDER by virtue of this Contract that is identified as proprietary or confidential information shall be safeguarded by the PROVIDER and shall not be disclosed to any individual or organization without the prior written approval of the STATE.

2.1.2 Uniform Information Practices Act. All information, data, or other material provided by the PROVIDER to the STATE shall be subject to the Uniform Information Practices Act, chapter 92F, HRS, and any other applicable law concerning information practices or confidentiality.

2.2 Ownership Rights and Copyright. The STATE shall have complete ownership of all material, both finished and unfinished that is developed, prepared, assembled, or conceived by the PROVIDER pursuant to this Contract, and all such material shall be considered "works made for hire." All such material shall be delivered to the STATE upon expiration or termination of this Contract. The STATE, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the PROVIDER pursuant to this Contract.

2.3 Records Retention. The PROVIDER and any subcontractors shall maintain the books and records that relate to the Contract, and any cost or pricing data for three (3) years from the date of final payment under the Contract. In the event that any litigation, claim, investigation, audit, or other action involving the records retained under this provision arises, then such records shall be retained for three (3) years from the date of final payment, or the date of the resolution of the action, whichever occurs later. During the period that records are retained under this section, the PROVIDER and any subcontractors shall allow the STATE free and unrestricted access to such records.

## 3. Relationship between Parties

3.1 Coordination of Services by the STATE. The STATE shall coordinate the services to be provided by the PROVIDER in order to complete the performance required in the Contract. The PROVIDER shall maintain communications with the STATE at all stages of the PROVIDER's

work, and submit to the STATE for resolution any questions which may arise as to the performance of this Contract.

- 3.2 Subcontracts and Assignments. The PROVIDER may assign or subcontract any of the PROVIDER's duties, obligations, or interests under this Contract, but only if (i) the PROVIDER obtains the prior written consent of the STATE and (ii) the PROVIDER's assignee or subcontractor submits to the STATE a tax clearance certificate from the Director of Taxation, State of Hawai'i, and the Internal Revenue Service showing that all delinquent taxes, if any, levied or accrued under state law against the PROVIDER's assignee or subcontractor have been paid. Additionally, no assignment by the PROVIDER of the PROVIDER's right to compensation under this Contract shall be effective unless and until the assignment is approved by the Comptroller of the State of Hawai'i, as provided in section 40-58, HRS.
- 3.3 Change of Name. When the PROVIDER asks to change the name in which it holds this Contract, the STATE, shall, upon receipt of a document acceptable or satisfactory to the STATE indicating such change of name such as an amendment to the PROVIDER's articles of incorporation, enter into an amendment to this Contract with the PROVIDER to effect the change of name. Such amendment to this Contract changing the PROVIDER's name shall specifically indicate that no other terms and conditions of this Contract are thereby changed, unless the change of name amendment is incorporated with a modification or amendment to the Contract under paragraph 4.1 of these General Conditions.
- 3.4 Independent Contractor Status and Responsibilities, Including Tax Responsibilities.
- 3.4.1 Independent Contractor. In the performance of services required under this Contract, the PROVIDER is an "independent contractor," with the authority and responsibility to control and direct the performance and details of the work and services required under this Contract; however, the STATE shall have a general right to inspect work in progress to determine whether, in the STATE's opinion, the services are being performed by the PROVIDER in compliance with this Contract.
- 3.4.2 Contracts with Other Individuals and Entities. Unless otherwise provided by special condition, the STATE shall be free to contract with other individuals and entities to provide services similar to those performed by the PROVIDER under this Contract, and the PROVIDER shall be free to contract to provide services to other individuals or entities while under contract with the STATE.
- 3.4.3 PROVIDER's Employees and Agents. The PROVIDER and the PROVIDER's employees and agents are not by reason of this Contract, agents or employees of the State for any purpose. The PROVIDER and the PROVIDER's employees and agents shall not be entitled to claim or receive from the STATE any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to state employees. Unless specifically authorized in writing by the STATE, the PROVIDER and the PROVIDER's employees and agents are not authorized to speak on behalf and no statement or admission made by the PROVIDER or the PROVIDER's employees or

agents shall be attributed to the STATE, unless specifically adopted by the STATE in writing.

- 3.4.4 PROVIDER's Responsibilities. The PROVIDER shall be responsible for the accuracy, completeness, and adequacy of the PROVIDER's performance under this Contract.

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

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

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

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

3.5 Personnel Requirements.

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

#### 4. Modification and Termination of Contract

##### 4.1 Modifications of Contract.

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

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

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

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

4.3 Termination for Necessity or Convenience. If the STATE determines, in its sole discretion, that it is necessary or convenient, this Contract may be terminated in whole or in part at the option of the STATE upon ten (10) working days' written notice to the PROVIDER. If the STATE elects to terminate under this paragraph, the PROVIDER shall be entitled to reasonable payment as determined by the STATE for satisfactory services rendered under this Contract up to the time of termination. If the STATE elects to terminate under this section, the PROVIDER shall cooperate with the STATE to effect an orderly transition of services to clients.

4.4 Termination by PROVIDER. The PROVIDER may withdraw from this Contract after obtaining the written consent of the STATE. The STATE, upon the PROVIDER's withdrawal, shall determine whether payment is due to the PROVIDER, and the amount that is due. If the STATE consents to a termination under this paragraph, the PROVIDER shall cooperate with the STATE to effect an orderly transition of services to clients.

4.5 STATE's Right of Offset. The STATE may offset against any monies or other obligations that STATE owes to the PROVIDER under this Contract, any amounts owed to the State of Hawai'i by the PROVIDER under this Contract, or any other contract, or pursuant to any law or other obligation owed to the State of Hawai'i by the PROVIDER, including but not limited to the

payment of any taxes or levies of any kind or nature. The STATE shall notify the PROVIDER in writing of any exercise of its right of offset and the nature and amount of such offset. For purposes of this paragraph, amounts owed to the State of Hawai'i shall not include debts or obligations which have been liquidated by contract with the PROVIDER, and that are covered by an installment payment or other settlement plan approved by the State of Hawai'i, provided, however, that the PROVIDER shall be entitled to such exclusion only to the extent that the PROVIDER is current, and in compliance with, and not delinquent on, any payments, obligations, or duties owed to the State of Hawai'i under such payment or other settlement plan.

## **5. Indemnification**

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

## **6. Publicity**

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

## **7. Miscellaneous Provisions**

- 7.1 Nondiscrimination. No person performing work under this Contract, including any subcontractor, employee, or agent of the PROVIDER, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.
- 7.2 Paragraph Headings. The paragraph headings appearing in this Contract have been inserted for the purpose of convenience and ready reference. They shall not be used to define, limit, or extend the scope or intent of the sections to which they pertain.

- 7.3 Antitrust Claims. The STATE and the PROVIDER recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, the PROVIDER hereby assigns to the STATE any and all claims for overcharges as to goods and materials purchased in connection with this Contract, except as to overcharges which result from violations commencing after the price is established under this Contract and which are not passed on to the STATE under an escalation clause.
- 7.4 Governing Law. The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, shall be governed by the laws of the State of Hawai'i. Any action at law or in equity to enforce or interpret the provisions of this Contract shall be brought in a state court of competent jurisdiction in Honolulu, Hawai'i.
- 7.5 Conflict between General Conditions and Procurement Rules. In the event of a conflict between the General Conditions and the Procurement Rules or a Procurement Directive, the Procurement Rules or any Procurement Directive in effect on the date this Contract became effective shall control and are hereby incorporated by reference.
- 7.6 Entire Contract. This Contract sets forth all of the contracts, conditions, understandings, promises, warranties, and representations between the STATE and the PROVIDER relative to this Contract. This Contract supersedes all prior agreements, conditions, understandings, promises, warranties, and representations, which shall have no further force or effect. There are no contracts, conditions, understandings, promises, warranties, or representations, oral or written, express or implied, between the STATE and the PROVIDER other than as set forth or as referred to herein.
- 7.7 Severability. In the event that any provision of this Contract is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Contract.
- 7.8 Waiver. The failure of the STATE to insist upon the strict compliance with any term, provision, or condition of this Contract shall not constitute or be deemed to constitute a waiver or relinquishment of the STATE's right to enforce the same in accordance with this Contract. The fact that the STATE specifically refers to one provision of the Procurement Rules or one section of the Hawai'i Revised Statutes, and does not include other provisions or statutory sections in this Contract shall not constitute a waiver or relinquishment of the STATE's rights or the PROVIDER's obligations under the Procurement Rules or statutes.
- 7.9 Execution in Counterparts. This Contract may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one instrument.

## **APPENDIX D – BUSINESS ASSOCIATE LANGUAGE**

## APPENDIX D

### Exhibit

#### Special Conditions

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

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

## APPENDIX D

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

## APPENDIX D

- j. To provide written notice to STATE within 2 business days of discovery by Business Associate that PHI has been used or disclosed other than as provided for by these special conditions.
  - k. To immediately report to STATE any security incident of which it becomes aware with respect to PHI that is in the custody of Business Associate by calling the MQD Civil Defense Coordinator at (808) 348-9171. Written notice shall be provided within 2 business days of discovery. Business Associate shall take (1) prompt corrective action to cure any deficiencies and (2) any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations. Business Associate shall investigate such breach and provide a written report of the investigation and resultant mitigation within thirty (30) calendar days of the discovery of the breach.
  - l. Notices: Whenever written notice is required under this Agreement, it should be mailed and/or faxed to:  
  
MQD HIPAA Project Manager  
P.O. Box 700190  
Kapolei, Hawaii 96709-0190  
Fax: (808) 692-8155
  - m. To train and use reasonable measures to ensure compliance with the requirements of these special conditions by employees who assist in the performance of functions or activities on behalf of the STATE under this Agreement and use or disclose PHI; and discipline such employees who intentionally violate any provisions of these special conditions, including by termination of employment.
4. Permitted Uses and Disclosures by Business Associate
- a. General Use and Disclosure Provisions. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, STATE as specified in this Agreement, provided that such use or disclosure would not violate the HIPAA regulations if done by STATE or the minimum necessary policies and procedures of the STATE.
  - b. Specific Use and Disclosure Provisions
    - (i) Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
    - (ii) Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances

## APPENDIX D

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

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

## APPENDIX D

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

## APPENDIX E – STANDARDS OF CONDUCT

**PROVIDER'S  
STANDARDS OF CONDUCT DECLARATION**

For the purposes of this declaration:

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

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

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

On behalf of:

---

*(Name of PROVIDER)*

PROVIDER, the undersigned does declare as follows:

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

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

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

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

PROVIDER

By \_\_\_\_\_  
*(Signature)*

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

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

Date \_\_\_\_\_

# APPENDIX F – PROPOSAL LETTER

## **Appendix F**

### **STATE OF HAWAII Department of Human Services**

#### **PROPOSAL LETTER RFP-MQD-2009-002**

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

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

It is understood and agreed that we have read the State's specifications described in the RFP and that this proposal is made in accordance with the provisions of such specifications. By signing this proposal, we guarantee and certify that all items included in this proposal meet or exceed any and all such State specifications. We also affirm, by signing this proposal, that we have acknowledged the reference materials in the State's documentation library and that we have used this documentation as a basis for submitting our firm fixed price cost proposal.

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

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Authorized Offeror's Signature/Corporate Seal

Date

## **Appendix G – Disclosure Statement**

**APPENDIX G  
FORMS**

**DISCLOSURE STATEMENT  
OWNERSHIP**

Company/Agency Name: \_\_\_\_\_  
Address (City, State, Zip): \_\_\_\_\_  
Telephone: \_\_\_\_\_

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

Type of Entity:

- Sole Proprietorship
- Partnership
- Corporation
- Governmental
- For-Profit
- Non-Profit
- Other (Specify)

455.104 Information on Ownership and Control

- a. List the names and addresses of any individuals or organizations with an ownership or controlling interest in the disclosing entity. "Ownership interest" means the possession of equity in the capital, the stock, or the profits of disclosing entity, directly or indirectly.

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

455.105 Information Related to Business Transactions

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

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

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

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

455.106 Information on Persons Convicted of Crime

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

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

## CONTROLLING INTEREST FORM

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

<u>NAME</u>	<u>ADDRESS</u>	<u>OWNER OR CONTROLLER</u>	HAS CONTROLLING INTEREST <u>YES</u>
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## GRIEVANCE SYSTEM FORM

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

I hereby certify that \_\_\_\_\_  
(Offeror Name)

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

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

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

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

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

# WAGE CERTIFICATION

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

1. The services to be rendered shall be performed by employees paid at wages or salaries not less than wages paid to the public officers and employees for similar work, if similar positions are listed in the classification plan of the public sector.
2. All applicable laws of the Federal and State governments relating to worker's compensation, unemployment insurance, payment of wages, and safety will be fully complied with.

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

Offeror:

\_\_\_\_\_

Signature:

\_\_\_\_\_

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

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

# INSURANCE

Offeror shall provide the following:

1. Commercial General Liability Insurance is provided by:

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

Coverage \_\_\_\_\_

2. Reinsurance is provided by:

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

Coverage \_\_\_\_\_

3. Other forms of insurance will be provided by:

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

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

Coverage \_\_\_\_\_

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

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

Coverage \_\_\_\_\_

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

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

Coverage \_\_\_\_\_

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

# APPENDIX H – BUSINESS PROPOSAL

# BUDGET

(Period \_\_\_\_\_ to \_\_\_\_\_)

Applicant/Provider: \_\_\_\_\_

RFP No.: \_\_\_\_\_

Contract No. (As Applicable): \_\_\_\_\_

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

# ORGANIZATION - WIDE BUDGET BY SOURCE OF FUNDS

(Period \_\_\_\_\_ to \_\_\_\_\_)

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

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

# ORGANIZATION - WIDE BUDGET BY PROGRAMS

(Period \_\_\_\_\_ to \_\_\_\_\_)

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

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



**BUDGET JUSTIFICATION  
PERSONNEL - SALARIES AND WAGES**

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

Applicant/Provider: \_\_\_\_\_

RFP No.: \_\_\_\_\_ Period: \_\_\_\_\_ to \_\_\_\_\_ Date Prepared: \_\_\_\_\_

Contract No.: \_\_\_\_\_  
(As Applicable)

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

**JUSTIFICATION/COMMENTS:**

















**APPENDIX H**

Summary of Budget Sheets

SPO-H-205	\$ _____
SPO-H-205A	\$ _____
SPO-H-205B	\$ _____
SPO-H-206A	\$ _____
SPO-H-206B	\$ _____
SPO-H-206C	\$ _____
SPO-H-206E	\$ _____
SPO-H-206F	\$ _____
SPO-H-206H	\$ _____
SPO-H-206I	\$ _____
SPO-H-206J	\$ _____

For initial contract period:

Application Services:

\_\_\_\_\_ Hours X \_\_\_\_\_ Hourly Rate = \_\_\_\_\_

Outreach Services:

\_\_\_\_\_ Hours X \_\_\_\_\_ Hourly Rate = \_\_\_\_\_

**TOTAL** \_\_\_\_\_

# APPENDIX I – NOTICE OF INTENT TO PROPOSE

# Notification to State Agency of Interest in Responding to an RFP

RFP Number and Title: \_\_\_\_\_

Organization or Individual: \_\_\_\_\_

## Contact Person Information

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

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

e-mail address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax \_\_\_\_\_

## Mailing Address

Street or PO Box: \_\_\_\_\_

City \_\_\_\_\_ State: \_\_\_\_\_ Zip code \_\_\_\_\_

Please download and complete this form and either mail or e-mail to the contact person for the RFP.

### Note:

- You must download this form before completing the information.
- Do NOT send this form to the State Procurement Office. Send it to the purchasing agency contact person. You will find contact information:
  - In the RFP Detail on the website, and
  - In the RFP document.