

State of Hawaii  
Department of Education  
Office of Curriculum, Instruction and Student Support  
Special Education Section

## **Request for Proposals**

### **RFP No. F11-123**

### **Provision of Special School Services**

### **For the Department of Education**

February 16, 2011

Note: If this Request for Proposals (“**RFP**”) was downloaded from the State Procurement Office (“**SPO**”) 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.

**February 16, 2011**

**REQUEST FOR PROPOSALS**

**SPECIAL SCHOOL  
RFP No.: RFP F11-123**

The Department of Education (“**DOE**” or the “**Department**”), School Based Behavioral Health (“**SBBH**”) Services Section, is requesting proposals from qualified applicants to provide a comprehensive Special School to eligible students who exhibit a combination of severe social, communication and behavioral deficits and are in need of an alternative educational program. Services should combine educational, behavioral health and therapeutic approaches in providing time limited interventions designed to assist students to effectively access the general education curriculum. A single contract shall be awarded under this request for proposals (“**RFP**”). The contract term will be from July 1, 2011 through June 30, 2012.

Copies of this RFP may be obtained at the DOE Procurement and Contracts Branch, Waipahu Civic Center, 94-275 Mokuola Street, Room 200, Waipahu, Hawaii 96797 or downloaded from the SPO website: < <http://www2.hawaii.gov/spoh/rfps.htm> >.

Proposals must be mailed, postmarked by the United States Postal Service on or before March 21, 2011, and received no later than ten (10) days from the date of postmark. Hand delivered proposals must be received no later than 2:00 p.m. Hawaii Standard Time (“**HST**”) on March 21, 2011, at the drop-off site(s) designated on the Proposal Mail-in and Delivery Information Sheet. Proposals postmarked or hand delivered after the submittal deadline shall be considered late and rejected. There are no exceptions to this requirement.

The DOE Office of Curriculum and Instructional Services Section (“**OCISS**”) will conduct an orientation meeting on **February 24, 2011, from 4:30 p.m. to 6:30 p.m. Hawaii Standard Time (H.S.T.), at the OCISS Annex Room 264 A, 475 22nd Avenue, Honolulu, Hawaii, 96816.** All prospective applicants are encouraged to attend the orientation.

The deadline for submission of written questions is 2:00 p.m., HST, on February 25, 2011. All written questions will receive a written response from the State on or about March 04, 2011.

Inquiries should be directed to John Kagehiro, Procurement and Contracts Branch, 94-275 Mokuola Street, Room 200, Waipahu, Hawaii 96797, telephone: (808) 675-0130, email: [John\\_Kagehiro@notes.k12.hi.us](mailto:John_Kagehiro@notes.k12.hi.us).

## **PROPOSAL MAIL-IN AND DELIVERY INFORMATION SHEET**

**NUMBER OF COPIES TO BE SUBMITTED:**

**ONE (1) ORIGINAL  
AND  
FOUR (4) COPIES**

ALL MAIL-INS SHALL BE POSTMARKED BY THE UNITED STATES POSTAL SERVICE (USPS) NO LATER THAN **March 21, 2011** and received by the state purchasing agency no later than **10 days from the postmark date**.

**All Mail-ins**

Department of Education  
Procurement and Contracts Branch  
Waipahu Civic Center  
94-275 Mokuola Street, Room 200,  
Waipahu, Hawaii 96797

**RFP COORDINATOR**

John Kagehiro, DOE Procurement Office  
For further info. or inquiries  
Phone: (808) 675-0130  
(interest forms, written questions, etc.)

ALL HAND DELIVERIES SHALL BE ACCEPTED AT THE FOLLOWING SITES UNTIL **2:00 P.M., Hawaii Standard Time (HST), March 21, 2011**. Deliveries by private mail services such as FEDEX shall be considered hand deliveries. Hand deliveries shall not be accepted if received after 2:00 p.m., **March 21, 2011**.

**Drop-off Site**

Department of Education  
Procurement and Contracts Branch  
Waipahu Civic Center  
94-275 Mokuola Street, Room 200  
Waipahu, Hawai'i 96816

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# **Section 1**

## **Administrative Overview**

# Section 1

## Administrative Overview

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

**Throughout the RFP, the term "applicant(s)" generally refers to entities submitting a proposal application for this RFP. However, this and like terms must be read in context because, if awarded a contract resulting from the RFP, the term "applicant(s)" may refer to actual contractor(s) or provider(s).**

### I. Procurement Timetable

**Note that the procurement timetable represents the State's best estimated schedule. Contract start dates may be subject to the issuance of a notice to proceed.**

| <u>Activity</u>  | <u>Scheduled</u><br><u>Date</u> |
|--|---------------------------------|
| Public notice announcing RFP   | 02/16/2011                      |
| Distribution of RFP  | 02/16/2011                      |
| RFP orientation session  | 02/24/2011                      |
| Closing date for submission of written questions for written responses     | 02/25/2011                      |
| State purchasing agency's response to applicants' written questions        | 03/04/2011                      |
| Discussions with applicant prior to proposal submittal deadline (optional) | _____                           |
| Proposal submittal deadline  | 03/21/2011                      |
| Discussions with applicant after proposal submittal deadline (optional)    | _____                           |
| Final revised proposals (optional)   | _____                           |
| Proposal evaluation period   | 03/29/2011 to<br>04/18/2011     |
| Provider selection   | 04/19/2011                      |
| Notice of statement of findings and decision                               | 04/25/2011                      |
| Contract start date  | July 1, 2011                    |
|  | _____                           |

## II. Website Reference

**The State Procurement Office (SPO) website is [www.spo.hawaii.gov](http://www.spo.hawaii.gov) /-or-/  
<http://hawaii.gov/spo/>**

| <b>For</b>  | <b>Click</b>  |
|---|---|
| 1 Procurement of Health and Human Services  | “Health and Human Services, Chapter 103F, HRS...”   |
| 2 RFP website   | “Health and Human Services, Ch. 103F...” and “RFP’s”  |
| 3 Hawaii Administrative Rules (“ <b>HAR</b> ”) for Procurement of Health and Human Services | “Statutes and Rules” and “Procurement of Health and Human Services”   |
| 4 Forms   | “Health and Human Services, Ch. 103F...” and “For Private Providers” and “Forms”                                  |
| 5 Cost Principles   | “Health and Human Services, Ch. 103F...” and “For Private Providers” and “Cost Principles”                        |
| 6 Standard Contract -General Conditions   | “Health and Human Services, Ch. 103F...” and “For Private Providers” and “Contract Template – General Conditions” |
| 7 Protest Forms/Procedures  | “Health and Human Services, Ch. 103F...” and “For Private Providers” and “Protests”                               |

### **Non-SPO websites**

**(Please note: website addresses may change from time to time. If a link is not active, try the DOE of Hawaii website at [www.hawaii.gov](http://www.hawaii.gov))**

| <b>For</b>   | <b>Go to</b>   |
|--|--|
| 8 Tax Clearance Forms (Department of Taxation Website)                                   | <a href="http://www.hawaii.gov/tax/">http://www.hawaii.gov/tax/</a><br>click “Forms”   |
| 9 Wages and Labor Law Compliance, Section 103-055, HRS, (Hawaii DOE Legislature website) | <a href="http://www.capitol.hawaii.gov/">http://www.capitol.hawaii.gov/</a><br>click “Bill Status and Documents” and “Browse the HRS Section.” |
| 10 Department of Commerce and Consumer Affairs, Business Registration                    | <a href="http://www.hawaii.gov/dcca">http://www.hawaii.gov/dcca</a><br>click “Business Registration”   |
| 11 Campaign Spending Commission  | <a href="http://www.hawaii.gov/campaign">http://www.hawaii.gov/campaign</a>  |
| 12 SBBH Forms (DOE Website)  | <a href="http://www.doe.k12.us/sbbh/">http://www.doe.k12.us/sbbh/</a><br>click “ Required Contract Documents”                                  |
| 13 Hawaii Compliance Express   | <a href="http://vendors.ehawaii.gov/hce/splash/welcome.html">http://vendors.ehawaii.gov/hce/splash/welcome.html</a>                            |

## III. Authority

This RFP is issued under the provisions of the Hawaii Revised Statutes (“**HRS**”), Chapter 103F and its administrative rules. All prospective applicants are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed proposal by any prospective applicant shall constitute admission of such knowledge on the part of such prospective applicant.

#### IV. **RFP Organization**

This RFP is organized into five sections:

**Section 1, Administrative Overview:** Provides applicants with an overview of the procurement process.

**Section 2, Service Specifications:** Provides applicants with a general description of the tasks to be performed, delineates applicant responsibilities, and defines deliverables (as applicable).

**Section 3, Proposal Application Instructions:** Describes the required format and content for the proposal application.

**Section 4, Proposal Evaluation:** Describes how proposals will be evaluated by the Department.

**Section 5, Attachments:** Provides applicants with information and forms necessary to complete the application.

#### V. **Contracting Office**

The Contracting Office is responsible for overseeing the contract(s) resulting from this RFP, including system operations, fiscal agent operations, and monitoring and assessing provider performance. The Contracting Office is:

**Debra Farmer, Administrator**

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OCISS, Special Ed Section

475 22<sup>nd</sup> Avenue, Bldg. C, Room 102

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Honolulu, Hawaii 96816

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Phone (808) 203-5565 Fax (808) 733-4475

#### VI. **Orientation**

An orientation for applicants in reference to the request for proposals will be held as follows:

**Date:** February 24, 2011 **Time:** 4:30 pm to 6:30 pm, HST

**Location:** OCISS Annex, Room 264A, 475 22<sup>nd</sup> Ave., Honolulu, HI.

Applicants are encouraged to submit written questions prior to the orientation. Impromptu questions will be permitted at the orientation and spontaneous answers provided at the state purchasing agency's discretion. However, answers provided at the orientation are only intended as general direction and may not represent the state

purchasing agency's position. Formal official responses will be provided in writing. To ensure a written response, any oral questions should be submitted in writing following the close of the orientation, but no later than the submittal deadline for written questions indicated in the paragraph VII. Submission of Questions.

## **VII. Submission of Questions**

Applicants may submit questions to the RFP Contact Person identified in Section 2 of this RFP. All properly-submitted written questions will receive a written response from the state purchasing agency.

Deadline for submission of written questions:

**Date:** February 25, 2011      **Time:** 2:00 p.m. HST

State agency responses to applicant written questions will be provided on or about:

**Date:** March 04, 2011

## **VIII. Submission of Proposals**

**A. Forms/Formats** - Forms, with the exception of program specific requirements, may be found on the State Procurement Office website (*see* page 1-2, Websites Reference.) Refer to the Proposal Application Checklist for the location of program specific forms.

- 1. Proposal Application Identification (Form SPO-H-200)** - Provides applicant proposal identification.
- 2. Proposal Application Checklist** – Provides applicants with information on where to obtain the required forms; information on program specific requirements; and which forms are required and the order in which all components should be assembled and submitted to the DOE.
- 3. Table of Contents** - A sample table of contents for proposals is located in Section 5, Attachments. This is a sample and simply meant as a guide. The table of contents may vary depending on the RFP.
- 4. Proposal Application (Form SPO-H-200A)** - Applicant shall submit comprehensive narratives that address all of the proposal requirements contained in Section 3 of this RFP the Proposal Application Instructions, including a cost proposal/budget if required. (Refer to Section 3 of this RFP.)

**B. Program Specific Requirements** - Additional program-specific requirements are included herein in Section 2, entitled, “Service Specifications.” and Section 3, entitled, “Proposal Application Instructions,” as applicable. If required, Federal and/or State certifications are listed on the Proposal Application Checklist located in Section 5.

- C. Multiple or Alternate Proposals** - Multiple or alternate proposals shall not be accepted unless specifically authorized in Section 2 of this RFP. If alternate proposals are not authorized and an applicant submits alternate proposals, then all of those proposals will be rejected unless one of them is clearly designated as the primary proposal. If there is such a designated primary proposal, then that proposal will be evaluated as if it were the only proposal submitted by the applicant.
- D. 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. (Refer to this section’s part II. Website Reference).
- E. Wages and Labor Law Compliance** - If applicable, by submitting a proposal, the applicant certifies that the applicant is in compliance with HRS Section 103-55, Wages, hours, and working conditions of employees of contractors performing services. Refer to HRS Section 103-55, at the Hawaii State Legislature website. (See part II, Website Reference.)
- **Compliance with all Applicable State Business and Employment Laws** - All providers must 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 must 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. (*see* part II, Website Reference.)
- F. 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. Refer to this section’s part II. Website Reference for HCE’s website address.
- G. Campaign Contributions by State and County Contractors** - Contractors are hereby notified of the applicability of HRS Section 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 part II, Website Reference.)

- H. Confidential 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 their claim of 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.*

- I. 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.
- J. Proposal Submittal** – All proposals shall be received by the DOE no later than the submittal deadline indicated on the attached Proposal Mail-in and Delivery Information Sheet. All mail-ins shall be postmarked by the United States Postal Service (“USPS”), and shall be deemed received on the postmark date, provided the proposal is actually received by the DOE within ten (10) days from the postmark date. Proposals shall be rejected when:
- Postmarked after the designated date; or
  - Postmarked by the designated date but not received within 10 days from the date of postmark; or
  - If hand delivered, received after the designated date and time.

The number of copies required is located on the Proposal Mail-In and Delivery Information Sheet. Deliveries by private mail services such as FEDEX shall be considered hand deliveries and shall be rejected if received after the submittal deadline. Dated USPS shipping labels are not considered postmarks.

Proposals must be mailed or delivered as prescribed above. Proposals submitted via facsimile, electronic media such as diskettes or CDs, or by other electronic means **will not** be accepted. The applicant bears the sole responsibility for any such improperly submitted proposal.

## **IX. Discussions with Applicants**

- A. Prior to Submittal Deadline** - Discussions may be conducted with potential applicants to promote understanding of the purchasing agency’s requirements.

**B. After Proposal Submittal Deadline** - Discussions may be conducted with applicants whose proposals are determined to be reasonably susceptible of being selected for award, but proposals may be accepted without discussions, in accordance section 3-143-403, HAR.

**X. Opening of Proposals**

Upon receipt of a proposal by the DOE 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 public inspection after a contract has been awarded and executed by all parties.

**XI. Additional Materials and Documentation**

Upon request from the DOE, each applicant shall submit any additional materials and documentation reasonably required by the DOE in its evaluation of the proposals.

**XII. RFP Amendments**

The State reserves the right to amend this RFP at any time prior to the closing date for the final revised proposals.

**XIII. Final Revised Proposals**

If requested, final revised proposals shall be submitted in the manner, and by the date and time specified by the DOE. If a final revised proposal is not submitted in a timely and proper manner, the previous submittal shall be construed as the applicant's best and final offer/proposal. *The applicant 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.

**XIV. Cancellation of Request for Proposals**

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.

**XV. Costs for Proposal Preparation**

Any costs incurred by applicants in preparing or submitting a proposal are the applicants' sole responsibility.

**XVI. Provider Participation in Planning**

Provider participation in a state purchasing agency's efforts to plan for or to purchase health and human services prior to the state purchasing agency's release of a RFP, including the sharing of information on community needs, best practices, and providers' resources, shall not disqualify providers from submitting proposals if conducted in accordance with HAR Sections 3-142-202 and 3-142-203.

**XVII. 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 one or more of the following reasons:

- (1) Failure to cooperate or deal in good faith. (Section 3-141-201, HAR)
- (2) Inadequate accounting system. (Section 3-141-202, HAR)
- (3) Late proposals. (Section 3-143-603, HAR)
- (4) Inadequate response to request for proposals. (Section 3-143-609, HAR)
- (5) Proposal not responsive. (Section 3-143-610(a)(1), HAR)
- (6) Applicant not responsible. (Section 3-143-610(a)(2), HAR)

**XVIII. 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 the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, 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.

**XIX. Protests**

Any applicant may file a protest against the awarding of the contract. The Notice of Protest form, SPO-H-801, is available on the SPO website. (*See* paragraph II, Website Reference.) 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.

The 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 working days of the postmark of the Notice of Findings and Decision sent to the protestor. Delivery services other than USPS shall be considered hand deliveries and considered submitted on the date of actual receipt by the state purchasing agency.

| <b>Head of State Purchasing Agency</b>                                   | <b>Procurement Officer</b>   |
|--|--|
| Name: Andrell Beppu Aoki   | Name: Debra Farmer   |
| Title: Director, Procurement and Contracts Branch                        | Title: Administrator, Special Education Section  |
| Mailing Address:<br>94-275 Mokuola Street, Room 200<br>Waipahu, HI 96797 | Mailing Address:<br>475 22 <sup>nd</sup> Avenue, Bldg. C, Room 102<br>Honolulu, HI 96816 |
| Business Address:<br>Same as above.                                      | Business Address:<br>Same as above.  |

## **XX. 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.

## **XXI. General and Special Conditions of Contract**

The general conditions that will be imposed contractually are on the SPO website (*see* paragraph II, Website Reference). Special conditions may also be imposed contractually by the state purchasing agency, as deemed necessary.

Refer to Attachment 1, Contract Minimum and Special Conditions.

## **XXII. Cost Principles**

In order to promote uniform purchasing practices among state purchasing agencies procuring health and human services under HRS Chapter 103F, state purchasing

agencies will utilize standard cost principles outlined in Form SPO-H-201, which is available on the SPO website (see paragraph II, Website Reference). Nothing in this section shall be construed to create an exemption from any cost principle arising under federal law.

**Section 2**

**Service Specifications**

**Section 2**  
**Service Specifications**

*Commonly Used Abbreviations or Acronyms*

| <b><u>Abbreviation/Acronym</u></b> | <b><u>Description</u></b>  |
|------------------------------------|--|
| <b>ACCN</b>                        | Approved Course Code Number  |
| <b>ADA</b>                         | Americans with Disabilities Act  |
| <b>APRN</b>                        | Advanced Practice Registered Nurse   |
| <b>BISS</b>                        | Behavioral Instructional Support Services  |
| <b>BSP</b>                         | Behavioral Support Plan  |
| <b>CAS</b>                         | Complex Area Superintendent  |
| <b>CSSS</b>                        | Comprehensive Student Support System   |
| <b>DCCA</b>                        | Department of Commerce and Consumer Affairs  |
| <b>DES</b>                         | District Educational Specialist  |
| <b>DOE</b>                         | Department of Education  |
| <b>DOTAX</b>                       | Department of Taxation   |
| <b>DOH</b>                         | Department of Health   |
| <b>DSM IV</b>                      | 5 Axes of Diagnostic and Statistical Manual of Mental Disorders, 4 <sup>th</sup> Ed. |
| <b>eCSSS</b>                       | Electronic Comprehensive Student Support System                                      |
| <b>ESY</b>                         | Extended School Year   |
| <b>FAPE</b>                        | Free and Appropriate Public Education  |
| <b>FBA</b>                         | Functional Behavioral Assessment   |
| <b>FERPA</b>                       | Family Educational Rights and Privacy Act  |
| <b>GSS</b>                         | General Supervision and Support  |
| <b>HAR</b>                         | Hawaii Administrative Rules  |
| <b>HRS</b>                         | Hawaii Revised Statutes  |
| <b>HST</b>                         | Hawaii Standard Time   |
| <b>IDEA-2004</b>                   | Individuals with Disabilities Education Improvement Act - 2004                       |
| <b>IEP</b>                         | Individualized Education Program   |
| <b>IRS</b>                         | Internal Revenue Service   |
| <b>MP</b>                          | Modification Plan  |
| <b>QAIP</b>                        | Quality Assurance and Improvement Plan   |
| <b>QAP</b>                         | Quality Assurance Plan   |
| <b>RFI</b>                         | Request for Information  |
| <b>RFP</b>                         | Request for Proposal   |
| <b>SBBH</b>                        | School Based Behavioral Health Services  |
| <b>SPO</b>                         | State Procurement Office   |
| <b>SSC</b>                         | Student Services Coordinator   |
| <b>SSP</b>                         | Student Service Plan   |
| <b>USPS</b>                        | United States Postal Service   |

## **I. Introduction**

### **A. Overview, purpose or need**

The purpose of this RFP is to solicit private providers interested in providing a public separate educational facility (“Special School”) for students whose least restrictive environment is a DOE specialized school placement.

Refer to Exhibit A, Service Requirements and Activities, 1. Introduction.

### **B. Planning activities conducted in preparation for this RFP**

The DOE reviewed existing workload of the DOE staff, the Department’s experience with contracted services, and suggestions received from the DOE employees and contracted agencies during the course of the previous contract cycle. In addition, a Request for Information (“RFI”) meeting with interested parties was held on May 28, 2010, at the Office of Curriculum, Instruction and Student Support, 475 22<sup>nd</sup> Ave., Honolulu, HI and posted on State of Hawaii, State Procurement Office website. Participants in the RFI included members of the DOE, and representatives of various private provider agencies.

### **C. Description of the goals of the service**

Educational services for students placed at the Special School are provided within the context of CSSS. As part of an integrated programmatic approach, these services are designed to provide the personalized support necessary to assist students to successfully engage in standards-based educational opportunities and access to the general education curriculum through overcoming individual barriers to learning. The primary goal is to remove barriers to learning through the provision of intensive behavioral/instructional supports and services. Such supports and services emphasize the development of skills necessary to meet the social, communicative and behavioral demands of the school environment and provide access to the general education curriculum. Provision of services is intended to enable the student to meet his/her annual goals and objectives on the student’s IEP.

The purpose of the Special School is to provide a public separate educational facility for students in need of a more restrictive setting than is usually available on a public school campus. The outcome of a separate facility placement is to provide the least restrictive environment for students who are unable to receive Free and Appropriate Public Education (“FAPE”) on a public school campus yet do not require a more restrictive setting such as residential or home-bound setting.

There are two (2) basic goals for the provision of the Special School:

1. Provide an appropriate educational program including all specially designed

instruction and related services so that the students meet their annual IEP goals and objectives with an emphasis on positive behavioral supports; **and**

2. Provide individualized supports and instruction on skill acquisition for return to a less restrictive environment.

It is expected that the Special School program will be based on the Hawaii Content and Performance Standards III (or subsequent revisions) and best practice educational and behavioral approaches in educating students with severe disabilities. The Special School curriculum and methodology will be selected so that it articulates with the home school educational program. This will ensure smooth transition in and out of the Special School. The Special School supports will adhere to the student's IEP. Provision of services is intended to enable the student to meet his/her annual goals and objectives on the student's IEP with access to the general education curriculum.

#### **D. Description of the target population to be served**

Refer to Exhibit A, Service Requirements and Activities, 3. Target Population.

In Hawaii, approximately 20 students currently require such services. A significant reduction in this number is not anticipated between the release of this RFP and June 30, 2011. However, as the DOE builds capacity to provide this service, the need for contracting for this service may decrease.

#### **E. Geographic coverage of service**

The services are sought across Oahu, with one site in the Leeward District and one site in the Honolulu District OR one site in a centrally located area.

#### **F. Probable funding amounts, source, and period of availability**

It is expected that State funds will be used to support these services. The current general fund appropriation for the Special School approximates \$2 million.

It is expected that funding of at least this current level would be allocated for this contract period.

### **II. General Requirements**

#### **A. Specific qualifications or requirements, including but not limited to licensure or accreditation**

The applicant shall comply with chapter 103F, HRS Cost Principles for Purchases of Health and Human Services identified in SPO-H-201 (effective 10/1/98), which can be found on the SPO website at: < <http://www.spo.hawaii.gov> >.

Click on *Health and Human Services, Chapter 103F, HRS Procurements*  
 Click on *Quicklinks: Forms and Instructions for Private Providers/Applicants*  
 Click on *Cost Principles*

Applicant must hold an appropriate certification or license to practice independently, for those activities restricted by licensure laws, or ensure and demonstrate the availability of appropriate supervision.

**B. Secondary purchaser participation**

(Refer to §3-143-608, HAR)

After-the-fact secondary purchases will be allowed.

Planned secondary purchases will be allowed.

The secondary purchaser will execute a separate contract.

**C. Multiple or alternate proposals**

(Refer to §3-143-605, HAR)

Allowed       Unallowed

**D. Single or multiple contracts to be awarded**

(Refer to §3-143-206, HAR)

Single       Multiple       Single & Multiple

Criteria for award:

The highest score with a minimum of 80 points, awarded to the applicant’s proposal based on the criteria set forth in this RFP.

**E. Single or multi-term contracts to be awarded**

(Refer to §3-149-302, HAR)

Single term (< 2 yrs)       Multi-term (> 2 yrs.)

Contract terms:

|                               |   |
|-------------------------------|---|
| Initial Term of Contract      | Twelve (12) months  |
| Length of Each Extension      | One (1) year  |
| Number of Possible Extensions | Four (4) extensions   |
| Maximum Length of Contract    | Five (5) years  |
| Initial Period                | Shall commence on the contract start date   |
| Conditions for Extension      | Extension must be in writing, and is contingent upon potential changes to the DOE’s approach to service delivery, |

|  |   |
|--|---|
|  | availability of funding, and mutual agreement |
|--|---|

## F. RFP contact person

The individual listed below is the sole point of contact from the date of release of this RFP until the selection of the successful applicant or applicants. Written questions should be submitted to the RFP contact person and received on or before the day and time specified in Section 1, paragraph I (Procurement Timetable) of this RFP.

John Kagehiro, Procurement and Contracts Support Specialist  
 Procurement and Contracts Branch  
 94-275 Mokuola Street, Room 200  
 Waipahu, HI 96797  
 Tel.: (808) 675-0130  
 Fax: (808) 675-0133  
 Email: john\_kagehiro@notes.k12.hi.us

## III. Scope of Work

The scope of work encompasses the following tasks and responsibilities. All forms referenced in this section can be found on the following website:  
 <<http://www.doe.k12.hi.us/sbbh/>> - Click on “*Required Contract Documents*”

### A. Service Activities

(Minimum and/or mandatory tasks and responsibilities)

All services shall be provided in accordance with the requirements outlined in this section and any other applicable requirements referenced in any portion of this RFP. Specific requirements for specific levels of care are detailed in Exhibit A, Service Requirements and Activities, 5. Service Activities.

#### 1. General Requirements

Refer to Exhibit A, Service Requirements and Activities, 5.1 General Requirements.

#### 2. Educational Requirements

Refer to Exhibit A, Service Requirements and Activities, 5.2 Educational Requirements.

#### 3. Training Requirements

Refer to Exhibit A, Service Requirements and Activities, 4.1.6. Training Requirements.

Before providing services, provider staff must be fully trained. The proposal application should include a training plan. The training plan should address how

the applicant will meet the training requirements set forth herein below. In addition, the training plan should detail how it addresses each of the following elements for each training(s):

- the desired learner outcomes;
- how the learner has met the outcomes;
- list of training materials used (e.g., books, videos, professional articles)
- Trainer(s) qualifications and experience with the target population.

## **B. Work Activities**

The applicant should address how they will provide special education and related services in a public separate facility (Special School).

### **1. Referral and Intervention Planning**

Refer to Exhibit A, Service Requirements and Activities, 6.1. Referral and Intervention Planning.

### **2. Program contents will be designed to address IEP goals and objectives as well as specific referral concerns.**

The applicant shall ensure the following:

Refer to Exhibit A, Service Requirements and Activities, 6.2. Program Contents Designed to Address IEP Goals and Objectives as well as Specific Referral Concerns.

- a. Academic instruction
- b. Positive Behavioral Support
- c. Medication and Medical Emergencies
- d. Interventions
- e. Exiting the Special School

### **3. Staffing Requirements**

Refer to Exhibit A, Service Requirements and Activities, 6.3. Staffing Requirements.

### **4. Monitoring Student Progress Criteria**

Refer to Exhibit A, Service Requirements and Activities, 6.4. Monitoring Student Progress Criteria.

## **C Management Requirements (Minimum and/or mandatory requirements)**

Refer to Exhibit A, Service Requirements and Activities, 4. Provider Responsibilities for the following requirements:

**1. Personnel**

**Supervision Requirements**

**Credentialing Requirements**

**Criminal History Record Check Requirements**

**Notification Requirements**

**TB Clearance Requirements**

**Training Requirements**

**2. Administrative**

**Medicaid Requirements**

**Confidentiality Requirements**

**Sentinel Event/Incident Notification Reports**

**Use of Restraints Policy**

**3. Quality Assurance**

**4. Performance Requirements**

**5. Experience**

Refer to specific service and staffing requirements as detailed in Section 2, B, Work Activities.

The applicant shall demonstrate the capability to coordinate services with other agencies and resources in the community.

The applicant shall describe policies and procedures designed to insure the smooth transfer of services, including the storage, retrieval and transmission of any note, files and documents, in any form, relevant and important to the transfer of services between and among providers and DOE.

**6. Coordination of services**

Refer to specific service and staffing requirements as detailed in Section 2, B, Work Activities.

**7. Reporting requirements for program and fiscal data**

Refer to Exhibit A, Service Requirements and Activities, 4.5. for the following requirements:

**Program Requirements**

**Fiscal Requirements**

**D. Facilities**

Refer to Exhibit A, Service Requirements and Activities, 4.2.5. Facilities.

**IV. COMPENSATION AND METHOD OF PAYMENT**

**A. Pricing structure or pricing methodology to be used**

A fixed unit of service rate will be established by the DOE. An applicant must submit a cost proposal utilizing the unit cost pricing structure as designated by the DOE. The cost proposal must be attached to the proposal application for those specific services as listed on the DOE Rate and Cost Summary Worksheet.

**The DOE will not consider proposals for services with rates greater than the amounts set forth in the Rate and Cost Summary Worksheet.**

**B. Units of service and unit rate**

Refer to Attachment 1, Contract Minimum and Special Conditions, 7. Compensation, 8. Compensation Rates, and 9. Invoicing and Payment Schedule.

**C. Method of compensation and payment**

Refer to Attachment 1, Contract Minimum and Special Conditions, 7. Compensation, 8. Compensation Rates, and 9. Invoicing and Payment Schedule.

## **Section 3**

# **Proposal Application Instructions**

## Section 3

# Proposal Application Instructions

### General instructions for completing applications:

- *Proposal Applications shall be submitted to the DOE using the prescribed format outlined in this section.*
- *The numerical outline for the application, the titles/subtitles, and the applicant organization and RFP identification information on the top right hand corner of each page should be retained. The instructions for each section however may be omitted.*
- *Page numbering of the Proposal Application should be consecutive, beginning with page one and continuing through for each section. See sample table of contents in Section 5.*
- *Proposals may be submitted in a three ring binder (Optional).*
- *Sections must be tabbed.*
- *Applicants must also include a Table of Contents with the Proposal Application. A sample format is reflected in Section 5, Attachment B of this RFP.*
- *A written response is required for **each** item unless indicated otherwise. Failure to answer any of the items will impact upon an applicant's score.*
- *Applicants are **strongly** encouraged to review evaluation criteria in Section 4, Proposal Evaluation when completing the proposal.*
- *This form (SPO-H-200A) is available on the SPO website (see Section 1, paragraph II, Website Reference). However, the form will not include items specific to each RFP. If using the website form, the applicant must include all items listed in this section.*

### The Proposal Application comprises the following sections:

- *Proposal Application Identification Form*
- *Table of Contents*
- *Program Overview*
- *Experience and Capability*
- *Project Organization and Staffing*
- *Service Delivery*
- *Financial*
- *Other*

#### **I. Program Overview**

Applicant shall give a brief overview to orient evaluators as to the program/services being offered.

## **II. Experience and Capability**

### **A. Necessary Skills**

The applicant shall demonstrate that it has the necessary skills, abilities, and knowledge relating to the delivery of the proposed services.

### **B. Experience**

The applicant shall provide a description of projects/contracts pertinent to the proposed services.

The applicant shall also provide a listing of verifiable experience with projects or contracts, along with references, for the most recent five years that are pertinent to the proposed services. The Applicant shall include points of contact addresses, e-mail/phone numbers. The State reserves the right to contact references to verify experience.

### **C. Quality Assurance and Evaluation**

The applicant shall describe its own plans for quality assurance and evaluation for the proposed services, including methodology. The applicant shall describe its own plans for quality assurance and evaluation for the proposed services, including methodology. Applicants must create and maintain an internal quality-assurance and improvement plan (“QAIP”) to assure the delivery of quality educational services and a plan for program assessment and continuous improvement. This plan should explain how the applicant would ensure outcomes from the services provided. Because this is an educationally related service, the primary outcome measures the DOE is accustomed to are improvements in grades, behaviors, and scholastic criteria as set forth in the student’s IEP. Applicant responses should detail how work is evaluated and reviewed by supervisors, and to what degree providers are accountable for providing sound interventions in accordance with the requirements set forth in this RFP.

### **D. Operational Plan**

The applicant should describe in detail how it would address operational issues relating to the delivery of the services covered in this RFP. Specifically, the applicant should detail the following: **1)** how it will handle new referrals; **2)** its policies and procedures for initiating services; **3)** how it will ensure that records and reports are accounted for within timelines; **4)** how it will ensure that records and reports containing personally identifiable information are secure and protected from unauthorized access (i.e. physical and technological measures of security); **5)** how it monitors and verifies service delivery prior to and after billing claims have been submitted; **6)** how it will comply with

the terms of this RFP or subsequent contract; **7)** how the applicant addresses concerns about its service providers; and **8)** how it resolves questions of provider conduct or performance.

If applicable, the applicant response should detail how the plan reflects past practice, or how it has been modified from the applicant's prior method of operation. If the applicant has no prior history servicing this population in Hawaii for the Department of Education or Health, then it should demonstrate how these policies and procedures would be fully adhered to and provide some measure of verification in the proposal that they will be faithfully implemented if a contract is awarded.

**E. Coordination of Services**

The applicant shall demonstrate the capability to coordinate services with other agencies and resources in the community.

The applicant shall describe policies and procedures designed to insure the smooth transfer of services, including the storage, retrieval and transmission of any notes, files and documents, in any form, relevant and important to the transfer of services between and among the providers and the DOE.

**F. Facilities**

The applicant shall provide a description of its facilities and demonstrate its adequacy in relation to the proposed services. If facilities are not presently available, describe plans to secure facilities. Also describe how the facilities are appropriate and meet all requirements, including but not limited to ADA requirements, as applicable, and special equipment that may be required for the services.

Applicants need only to respond to this section if applicable to the service. Applicants should be clear where the services are to be provided, and if they will be delivered at a specific site. If so, this section would apply.

**III. Project Organization and Staffing**

**A. Staffing**

**1. Proposed Staffing**

The applicant shall describe the proposed staffing pattern, client/staff ratio and proposed caseload capacity appropriate for the viability of the services. (Refer to the personnel requirements in the Service Specifications, as applicable.)

This should be reflected in the supporting resumes or curriculum vitae attached as part of the applicant's response. For each service type specified in the scope of services, the applicant should illustrate what it considers the norm for the qualifications and level of education or experience of its providers.

## **2. Staff Qualifications**

The applicant shall provide the minimum qualifications (including experience) for staff assigned to the program. (Refer to the qualifications in the Service Specifications, as applicable.)

Applicant shall submit the curriculum vitae, or resume, of each of the persons on staff who will have direct contact with students.

The applicant shall also describe how staff is evaluated not only for the mandatory background checks, but also for competence and ability to deliver the services in conformity with the applicant's own policies and within the requirements of this RFP.

The applicant shall describe in detail the method and means they use to ensure that all employees are free of legal entanglements which may be relevant to their work, including but not limited to criminal convictions. In particular, the applicant must describe how they conduct employee background checks encompassing all previous places of residence.

## **B. Project Organization**

### **1. Supervision and Training**

The applicant shall describe its ability to supervise, train and provide administrative direction relative to the delivery of the proposed services. Specific details of training topics shall be submitted with applicant's proposal.

The supervision ratios of supervisors to staff should be identified for each service activity. The applicant's ability to train its personnel should be specifically addressed. A description of the training program, how it will be enforced and implemented, and what it entails should be specifically described.

In addition, the applicants should describe in detail how staff is monitored to ensure they not only complete the required training, but also that they practice those training principles on the job. Furthermore, the applicant should describe any remedial actions utilized such as retraining.

**a. Professional Development and Training Requirements**

The proposal application should address how the applicant will meet the training requirements noted and detail how the applicant’s proposed training plan will address for each specific training:

1. The desired trainee outcomes
2. List of training materials used (e.g. books, videos, professional articles)
3. How the trainee has met the outcomes
4. Trainer(s) qualifications and experience with the target population.

The training plan(s) should be included in the applicant’s proposal.

**2. Organization Chart**

The applicant shall reflect the position of each staff and line of responsibility/supervision. (Include position title, name and full time equivalency.) Both the “Organization-wide” and “Program” organization charts shall be attached to the Proposal Application.

**IV. Service Delivery**

Applicant shall include a detailed discussion of the applicant’s approach to applicable service activities and management requirements from Section 2, Item III. - Scope of Work, including (if indicated) a work plan of all service activities and tasks to be completed, related work assignments/responsibilities and timelines/schedules.

*A generic response to how services will be addressed will not be scored highly. This section should contemplate the methodology, program integration, and allow a reviewer to differentiate one response from another.*

*Responses must include the provision of all services listed in this RFP. Applicants may not choose to omit any of the services in their response. Failure to address all of the service activities will be deemed as non-responsive and the proposal shall be rejected.*

**Table 1  
ANTICIPATED SLOTS NEEDED BY GEOGRAPHICAL AREAS FOR SPECIAL SCHOOL SERVICES**

| Type of Service | Honolulu District | Leeward District | Or One Centrally located site |
|-----------------|-------------------|------------------|-------------------------------|
| Special School  | 10                | 10               | 20                            |

**V. Financial****A. Pricing Structure**

A fixed unit of service rate will be established by the DOE. An applicant must submit a cost proposal utilizing the unit cost pricing structure as designated by the DOE. The cost proposal must be attached to the proposal application for those specific services as listed on the DOE Rate and Cost Summary Worksheet.

The DOE will not consider proposals for services with rates greater than the amounts set forth in the DOE Rate and Cost Summary Worksheet.

All budget forms, instructions and samples are located on the SPO website (<http://www.spo.hawaii.gov>). The following budget form(s) shall be submitted with the POS Proposal Application:

*SPO-H-205 Budget*

*SPO-H-206A Personnel Salaries and Wages*

*SPO-H-206B Personnel Payroll Taxes, Assessments and Fringe*

*SPO-H-206C Travel Inter-Island*

*SPO-H-206D Travel Out of State*

*SPO-H-206E Contractual Services - Administrative*

*SPO-H-206F Contractual Services - Subcontracts*

When preparing the SPO-H-205 Budget form, the first column should be used to reflect the total cost of the proposal. Applicants should use the additional columns for each specific service they are applying for to reflect the associated costs in delivering that service (e.g., total budget by each service specification-Individual Counseling, Group Counseling). If there is a set cost for some aspect of the service delivery, such as an office, the percentage of the cost should be assigned to each service as it relates to that cost. If an applicant is responding to more services than will fit on one form, they may continue on additional forms as needed.

The DOE reserves the right to ask for additional information (e.g., information supporting or justifying service delivery, or monthly group rate) from each applicant. Additional information must be available for review during the proposal evaluation period.

**B. Other Financial Related Materials**

**1. Accounting System**

In order to determine the adequacy of the applicant's accounting system as described under the administrative rules, the following documents are requested as part of the Proposal Application (may be attached):

- A description of how applicant's accounting system is organized to handle the contract;
- A description of the applicant's billing procedures including, if applicable, the procedures in which subcontractors are paid;
- Name of individual responsible for the accounting/billing system and his/her qualifications and position description;
- Applicant's most recent program annual report (if available);
- Applicant's most recent financial audit (if available);
- Description of the internal control structure used in the accounting system; and
- If accounting work is subcontracted, please describe.

**2. Information System**

The applicant shall describe the organization's current type of computer hardware, software, any plans for major changes to comply with Section 2 Service Specifications, C.7. (Reporting requirements for program and fiscal data, and the capability of your staff to use the system.)

**VI. Other**

**A. Litigation**

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

**Section 4**

**Proposal Evaluation**

## Section 4 Proposal Evaluation

### I. Introduction

The evaluation of proposals received in response to the RFP will be conducted comprehensively, fairly and impartially. Structural, quantitative scoring techniques will be utilized to maximize the objectivity of the evaluation.

### II. Evaluation Process

The procurement officer or an evaluation committee of designated reviewers selected by the head of the state purchasing agency or procurement officer shall review and evaluate proposals. When an evaluation committee is utilized, the committee will be comprised of individuals with experience in, knowledge of, and program responsibility for program service and financing.

An applicant who meets all requirements based on the rating listed in this section and who meets the minimum acceptable score may be qualified to enter into a contract with the DOE. *In order to be eligible for a contract award, the applicant must receive a score of 80 points or better as detailed in this section and the applicant's total score must include points in each of the following evaluation categories: Experience and Capability; Project Organization and Staffing; Service Delivery; and Financial.*

The evaluation will be conducted in three phases as follows:

- Phase 1 - Evaluation of Proposal Requirements
- Phase 2 - Evaluation of Proposal Application
- Phase 3 - Recommendation for Award

#### Evaluation Categories and Thresholds

##### Evaluation Categories

*Administrative Requirements*

##### Possible Points

*Pass or Rejected*

|                                    |           |                   |
|------------------------------------|-----------|-------------------|
| <b><i>Proposal Application</i></b> |           | <b>100 Points</b> |
| Program Overview                   | 0 points  |                   |
| Experience and Capability          | 18 points |                   |
| Project Organization and Staffing  | 20 points |                   |
| Service Delivery                   | 55 points |                   |
| Financial                          | 07 Points |                   |
| <b>TOTAL POSSIBLE POINTS</b>       |           | <b>100 Points</b> |

### III. Evaluation Criteria

#### A. Phase 1 - Evaluation of Proposal Requirements

##### (1) *Administrative Requirements*

- Application Checklist
- Registration (if not pre-registered with SPO)
- Federal Certifications
- Rate Schedule

##### (2) *Proposal Application Requirements*

- Proposal Application Identification Form (Form SPO-H-200)
- Table of Contents
- Program Overview
- Experience and Capability
- Project Organization and Staffing
- Service Delivery
- Financial (All required forms and documents)
- Program Specific Requirements (as applicable)

#### B. Phase 2 - Evaluation of Proposal Application (100 Points)

##### (1) *Program Overview*

- The applicant has demonstrated a thorough understanding of the purpose and scope of the service activity.
- The goals and objectives are in alignment with the proposed service activity.
- The applicant has described how the proposed service is designed to meet the pertinent issues and problems related to the service activity.
- The applicant demonstrates a clear understanding of delivery of this service through an educational and not a clinical model.

- The applicant demonstrates a clear understanding of how to deliver these services in concert with the goals and philosophical approach of the DOE, and will incorporate its efforts under the IDEIA-2004 and integrate these efforts in assisting students to achieve school success.

**Note:** No points are assigned to Program Overview. The intent is to give the applicant an opportunity to orient evaluators as to the services being offered. This should not be a long drawn out narrative but a concise review of the proposal.

*Applicants should pay particular attention to the evaluation criteria for the following sections as proposal applications will be scored by sections. A generic response to how services will be addressed will not be scored highly. The proposal application should contemplate the methodology, program integration, and allow a reviewer to differentiate one response from another.*

### **(2) Experience and Capability (18 Points)**

The DOE will evaluate the applicant's experience and capability relevant to the proposal contract, which shall include:

- Demonstrated skills, abilities, knowledge of, and experience relating to the delivery of the proposed services in an educationally based approach and through evidence-based interventions of its supervisors. **[3 points]**
- Demonstrated skills, abilities, knowledge of, and experience relating to the delivery of the proposed services in an educationally based approach and through evidence-based interventions of its direct service personnel. **[3 points]**
- The experience and capacity of its supervisors, or those overseeing the delivery of the services and their knowledge or expertise in the interventions or in working with the target population. **[3 points]**
- The experience and capacity of its direct service personnel and their knowledge or expertise in the interventions or in working with the target population. **[3 points]**
- Sufficiency of quality assurance and improvement plans (QAIP) for the proposed services, including methodology. **[2 points]**
- Demonstration of the applicant's specific operational plan to manage and oversee the delivery of services including the security measures for student records/information. **[2 points]**
- Demonstrated capability to coordinate services with the DOE. **[2 points]**

### **(3) Project Organization and Staffing (20 Points)**

The DOE will evaluate the applicant's overall staffing approach to the service that shall include:

- That the proposed staffing pattern, student/staff ratio, and proposed caseload capacity is reasonable to insure viability of the services:
  - Does the applicant have sufficient staff reflected in the attached resumes or curriculum vitae to provide the amount of services proposed? **[2 points]**
  - Does the applicant have a clearly detailed and viable plan for obtaining necessary staff? **[1 point]**
- Minimum qualifications (including experience) for staff assigned to the program:
  - The applicant should have detailed and demonstrated a background review process. **[2 points]**
  - The applicant should have a detailed screening process for determining competency of providers to deliver interventions in line with the applicant's policies and the requirements of this RFP. **[2 points]**
- Demonstrated ability to supervise and provide administrative direction to staff relative to the delivery of the proposed services. **[2 points]**
- The supervision ratios of supervisors to staff are reasonable to ensure proper oversight and that the ratios are reflective of the degree of oversight needed for the respective ability of the individual providers. **[2 points]**
- The applicant's ability to train its personnel is specifically addressed. **[2 points]**
- Evidence of the training program and what it entails, with desired learner outcomes including target population specific topics and should be specifically described. **[4 points]**
- How applicant will document and enforce training requirements. **[2 points]**
- Organization Chart (Approach and rationale for the structure, functions, and staffing of the proposed organization for the overall service activity and tasks). **[1 point]**

**(4) Service Delivery (55 Points)**

The evaluation criteria may also include an assessment of the logic of the work plan for the major service activities and tasks to be completed, including clarity in work assignments and responsibilities, and the realism of the timelines and schedules, as applicable.

Evaluation criteria for this section will assess the applicant's approach to the service activities and management requirements outlined in the POS Proposal Application.

- Given the service description of the required services in this RFP, the response has clearly detailed an understanding of the service in terms of the service operations and service activities in an educationally based model and how this will translate to actual provision of the service as related to the target population. **[10 points]**
- The means in ensuring prompt responses to referral, and a detailed description of the applicant's policies and procedures on how services are referred to their providers. **[5 points]**
- The response should clearly demonstrate how the referral system will avoid service delays. **[3 points]**
- The response should also address how the applicant will address the provision of substitutes. **[3 points]**
- The response will show how the applicant will address the issue of informing the schools of potential gaps in the delivery of special education and/or related services. **[3 points]**
- The response should clearly detail how the Special School program and structure will support students in meeting their IEP goals and objectives. **[5 points]**.
- Evidence that the service activities are in conformity with educational best practices and are evidence-based as described in peer reviewed established professional publications for the target population. **[5 points]**
- Demonstration of the applicant's commitment to least restrictive interventions. **[5 points]**
- Demonstration of the applicant's policies and procedures for identifying, addressing and managing student transitions. **[5 points]**
- Clearly addresses how the services will be delivered collaboratively with the DOE, and will focus on assisting the student to make progress towards IEP goals and objectives. **[5 points]**
- Description of how the applicant's providers will collaborate and problem solve with classroom teachers and other DOE personnel that are involved with the student. **[6 points]**

**(5) Financial (7 Points)**

The DOE will evaluate the applicant's cost proposal(s) and description of the applicant's overall fiscal operations that will include:

- Description of how applicant's accounting system is organized to support contract implementation. **[2 points]**

- Description of adequacy of accounting system and infrastructure to support electronic/manual billing requirements including a demonstration of the applicant's ability to accurately track cost of related services by students served. [**2 points**]
- Description of the applicant's billing procedures including, if applicable, the procedures in which employees or agents are paid. [**2 points**]
- Description of the internal control structure used in the accounting system. [**1 point**]

**C. Phase 3 - Recommendation for Award**

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

# **Section 5**

## **Attachments**

- A. Proposal Application Checklist
- B. Sample Proposal Application Table of Contents
- C. Wage Certification
- D. Federal Certifications
- E. Exhibit A, Service Requirements and Activities
- F. Attachment 1, Contract Minimum and Special Conditions
- G. Attachment 2, Rate and Cost Summary Worksheet
- H. Attachment 3, Procedures for the Provision of Related Services

## Proposal Application Checklist

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

The APPLICANT's proposal must contain the following components in the order shown below. This checklist must be signed, dated and returned to the purchasing agency as part of the Proposal Application. SPOH forms are on the SPO website. See Section 1, paragraph II Website Reference.\*

| Item   | Reference in RFP | Format/Instructions Provided                          | Required by Purchasing Agency | Completed by APPLICANT |
|--|------------------|---|-------------------------------|------------------------|
| <b>General:</b>                                      |                  |   |                               |                        |
| Proposal Application Identification Form (SPO-H-200) | Section 1, RFP   | SPO Website*  | <b>X</b>                      |                        |
| Proposal Application Checklist                       | Section 1, RFP   | Attachment A  | <b>X</b>                      |                        |
| Table of Contents                                    | Section 5, RFP   | Section 5, RFP  | <b>X</b>                      |                        |
| Proposal Application (SPO-H-200A)                    | Section 3, RFP   | SPO Website*  | <b>X</b>                      |                        |
| Tax Clearance Certificate (Form A-6)                 | Section 1, RFP   | Dept. of Taxation Website (Link on SPO website)*      |                               |                        |
| Cost Proposal (Budget)                               |                  |   |                               |                        |
| SPO-H-205  | Section 3, RFP   | SPO Website*  | <b>X</b>                      |                        |
| SPO-H-205A   | Section 3, RFP   | SPO Website*<br>Special Instructions are in Section 5 |                               |                        |
| SPO-H-205B   | Section 3, RFP,  | SPO Website*<br>Special Instructions are in Section 5 |                               |                        |
| SPO-H-206A   | Section 3, RFP   | SPO Website*  | <b>X</b>                      |                        |
| SPO-H-206B   | Section 3, RFP   | SPO Website*  | <b>X</b>                      |                        |
| SPO-H-206C   | Section 3, RFP   | SPO Website*  | <b>X</b>                      |                        |
| SPO-H-206D   | Section 3, RFP   | SPO Website*  | <b>X</b>                      |                        |
| SPO-H-206E   | Section 3, RFP   | SPO Website*  | <b>X</b>                      |                        |
| SPO-H-206F   | Section 3, RFP   | SPO Website*  | <b>X</b>                      |                        |
| SPO-H-206G   | Section 3, RFP   | SPO Website*  |                               |                        |
| SPO-H-206H   | Section 3, RFP   | SPO Website*  |                               |                        |
| SPO-H-206I   | Section 3, RFP   | SPO Website*  |                               |                        |
| SPO-H-206J   | Section 3, RFP   | SPO Website*  |                               |                        |
| <b>Certifications:</b>                               |                  |   |                               |                        |
| <i>Federal Certifications</i>                        |                  | Section 5, RFP  |                               |                        |
| Debarment & Suspension                               |                  | Section 5, RFP  | <b>X</b>                      |                        |
| Drug Free Workplace                                  |                  | Section 5, RFP  | <b>X</b>                      |                        |
| Lobbying   |                  | Section 5, RFP  | <b>X</b>                      |                        |
| Program Fraud Civil Remedies Act                     |                  | Section 5, RFP  | <b>X</b>                      |                        |
| Environmental Tobacco Smoke                          |                  | Section 5, RFP  | <b>X</b>                      |                        |
| <b>Program Specific Requirements:</b>                |                  |   |                               |                        |
| Most Recent Financial Audit                          |                  |   | <b>X</b>                      |                        |
|  |                  |   |                               |                        |

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

\_\_\_\_\_  
Date

## Proposal Application Table of Contents

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**WAGE CERTIFICATE**

Subject: Project No. RFP F11-123

Description of Project: Special School Services

Pursuant to §103-55, HRS, I hereby certify that, if awarded a contract of \$25,000.00 or more, and that either:

- I. Services to be performed will be performed in accordance with the following conditions:
- a. 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, and
  - b. All applicable laws of the Federal and State governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with.

PROVIDER shall be obliged to notify its employees performing work under this contract of the provisions of §103-55, HRS, and the current wage rate for public employees performing similar work. The PROVIDER may meet this obligation by posting a notice to this effect in the PROVIDER's place of business accessible to all employees, or the PROVIDER may include such notice with each paycheck or pay envelope furnished to the employee

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

OR

- I am exempt from these requirements as provided for under to §103-55(c), HRS.

PROVIDER: \_\_\_\_\_

By Its (signature): \_\_\_\_\_

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

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

Organization: \_\_\_\_\_

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

## CERTIFICATIONS

PHS-5161-1-CERTIFICATIONS (7/00)

OMB Approval No. 0920-0428

### 1. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION.

The undersigned (authorized official signing for the applicant organization) certifies to the best of his or her knowledge and belief, that the applicant, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
- (b) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the applicant not be able to provide this certification, an explanation as to why should be placed after the assurances page in the application package.

The applicant agrees by submitting this proposal that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions" in all lower tier covered transactions (e.g., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

### 2. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS.

The undersigned (authorized official signing for the applicant organization) certifies that the applicant will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about-
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) above;
- (d) Notifying the employee in the statement required by paragraph (a), above, that, as a condition of employment under the grant, the employee will--
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d) (2), with respect to any employee who is so convicted--
  - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

For purposes of paragraph (e) regarding agency notification of criminal drug convictions, the DHHS has designated the following central point for receipt of such notices: Office of Grants and Acquisition Management Office of Grants Management Office of the Assistant Secretary for Management and Budget Department of Health and Human Services 200 Independence Avenue, S.W., Room 517-D Washington, D.C. 20201

### 3. CERTIFICATION REGARDING LOBBYING

Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (non-appropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93).

Organization: \_\_\_\_\_

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

The undersigned (authorized official signing for the applicant organization) certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**4. CERTIFICATION REGARDING PROGRAM FRAUD CIVIL REMEDIES ACT (PFCRA)**

The undersigned (authorized official signing for the applicant organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the applicant organization will comply with the Public Health Service terms and conditions of award if a grant is awarded as a result of this application.

**5. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE.**

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing the certification, the undersigned certifies that the applicant organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The applicant organization agrees that it will require that the language of this certification be included in any sub awards which contain provisions for children's services and that all sub recipients shall certify accordingly.

The Public Health Services strongly encourages all grant recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical and mental health of the American people.

|  |                       |
|--|-----------------------|
| <b>Signature of Authorized Certifying Official</b> | <b>Title</b>          |
| <b>Applicant Organization</b>                      | <b>Date Submitted</b> |

**Exhibit A**  
**SERVICE REQUIREMENTS AND ACTIVITIES**

**1. Introduction**

The Hawaii Department of Education (the “**DOE**”, the “**Department**” or the “**STATE**”) administers the statewide system of public schools. The scope of education programs and services of the public schools encompasses grades kindergarten through twelve, and such pre-school programs and community/adult education curricula as may be authorized. In addition to regular programs of instruction and support services, the STATE offers special programs and services for students who are disabled, gifted, learning English as a second language, economically and culturally disadvantaged, school-alienated, or institutionally confined. Applicable Federal and State statutes and regulations govern the provision of some behavioral health services (e.g., Hawaii Administrative Rules (“**HAR**”) Chapter 60).

In accordance with the IDEIA-2004 (as amended), the STATE strives to provide an integrated educational model for students with educational disabilities to realize reasonable benefits from their education.

Services shall be provided through an integrated educational model. The CSSS education model is a strengths-based, multidisciplinary team decision-making model focusing on learning and development. It is based upon the understanding that an individual’s capacity to meet expectations is the result of unique inherent characteristics and previous learning opportunities. It promotes the early identification of new learning opportunities to further increase the social, communication, emotional and behavioral repertoire of students.

**2. Service Activities**

The PROVIDER shall provide services in accordance with Exhibit A, entitled Service Requirements and Activities.

**3. Target Population**

The PROVIDER shall provide Special School services to students who are eligible for the services. The student must meet the following criteria:

- 3.1 The student has or is suspected of having a disability described in HAR Sections 8-60-1 to 8-60-84 (or subsequent revisions) **and**:
  - 3.1.1. The student has an IEP developed under criteria described in HAR Chapter 60 or subsequent revisions, that is, the student is eligible for services under the criteria set forth in HAR Chapter 60 or subsequent revisions and the student needs special education and related services because of the disability; **and**
- 3.2. The student resides in the State and comes within the following age range: (a) at least three years of age and (b) under 20 on the first instructional day of the school

- year set forth by the Department of Education; **and**
- 3.3. The student is currently exhibiting a combination of severe social, communication and behavioral deficits and receives special education and related services in order to benefit from his/her free and appropriate public education; and
  - 3.4. The student is identified by his/her IEP team as requiring a highly specialized educational placement beyond what is typically available on a public school campus.

#### **4. Provider Responsibilities**

##### **4.1. Personnel Requirements**

###### 4.1.1. Supervision Requirements

4.1.1.1. The PROVIDER may hire direct employees or establish a network of independent professional providers (hereafter agents). If the PROVIDER utilizes a network of independent providers, each agent must meet Hawaii State requirements to provide behavioral health and/or educational services as an independent provider. The PROVIDER shall be responsible for the quality of work provided by its employees, agents, and volunteers. The PROVIDER shall also be responsible for monitoring the work of all agents. The PROVIDER must ensure that the expectations and responsibilities assumed by and between its employees are equally placed on agents.

4.1.1.2. The PROVIDER must train, monitor, investigate complaints, and cooperate fully with any STATE investigations, including but not limited to taking immediate necessary action, submitting and implementing corrective action plans, and disciplining any employee or agent for violations of any term or condition under this Contract.

###### 4.1.2. Credential Requirements

4.1.2.1. The PROVIDER must maintain personnel files that include documentation of the training, supervision, appropriate credentialing, and ongoing performance of all employees, agents, and volunteers. The PROVIDER must complete and submit the prescribed DOE credentialing application for each employee, agent or volunteer.

4.1.2.2. In addition, the PROVIDER shall submit monthly personnel updates to reflect any changes in staffing (e.g., new hires, terminations, changes in credentialing) among the PROVIDER's officers, direct service employees, agents, and volunteers using the prescribed DOE provider update form. The PROVIDER shall notify the STATE, verbally within twenty-four (24) hours, upon any change in staffing that could reasonably be expected to affect the PROVIDER's ability to carry out its obligation under this Contract.

- 4.1.2.3. The PROVIDER must maintain written policies and procedures, subject to the STATE approval, that identify the PROVIDER's process for primary source verification of all personnel. Agencies must have all official transcripts and if applicable, current licenses or certificates on file for each provider providing services under this Contract.
- 4.1.2.4. PROVIDERs must verify and document all of their claims regarding degrees from accredited institutions at the following websites: the U.S. Department of Education Database of Accredited Postsecondary Institutions and Programs at < [www.ope.ed.gov/accreditation](http://www.ope.ed.gov/accreditation) > and the council for Higher Education Accreditation at < [www.chea.org](http://www.chea.org) >.

4.1.3. Criminal History Record Check Requirements

- 4.1.3.1. The PROVIDER shall conduct all reasonable investigations to determine whether an employee, agent, volunteer, or prospective employee has been convicted of any criminal offense pursuant to any law enforcement or military authority which would make the employee, agent, volunteer or prospective employee unsuited for working in close proximity to children. Furthermore, the PROVIDER shall inform the STATE if any employee, agent, volunteer or prospective employee who is providing services under this Contract has been convicted of a criminal offense. The STATE reserves the right to refuse the services of any employee, agent, volunteer or prospective employee of the PROVIDER for any reason or for no reason.
- 4.1.3.2. The PROVIDER shall require, at a minimum, annual local criminal history checks on all employees, agents, and volunteers including but not limited to administrative and direct service staff members who work in close proximity to children. The required fingerprint checks shall be completed before any employee, agent or volunteer of the PROVIDER is assigned to any work site. The PROVIDER shall indemnify and defend the STATE for any liability or damages resulting from the PROVIDER's failure to conduct a criminal history check.
- 4.1.3.3. The PROVIDER shall maintain a record of the mandatory criminal history checks performed on each of its employees, agents, and volunteers in compliance with this Section.
- 4.1.3.4. Additionally, the PROVIDER shall at all times maintain a current list of all new employees, agents, and volunteers documenting the status and completion dates of the mandatory criminal history checks and other primary source verification.
- 4.1.3.5. The STATE reserves the right to monitor at least annually the PROVIDER's compliance with this section through either, or both, an on-site evaluation or a documents review.
- 4.1.3.6. Upon express statutory authority for the STATE to conduct

national criminal history checks on contracted providers, a national criminal history check shall be required of all contract providers. All costs associated with conducting and processing criminal history checks of PROVIDER's employees, agents, and volunteers shall be borne by the PROVIDER.

4.1.4. Notification Requirements

4.1.1.4. The PROVIDER shall notify the STATE, verbally within twenty-four (24) hours, upon learning of the occurrence of any of the events indicated below:

- 4.1.4.1.1. Any employee, agent, subcontractor or volunteer's license to practice in the State of Hawaii is suspended, conditioned, revoked, expired, or terminated;
- 4.1.4.1.2. Any employee, agent, subcontractor or volunteer becomes the subject of any disciplinary proceeding or action before any Federal or State agency or Board, such as the Board of Medical Examiners or the Board of Nursing;
- 4.1.4.1.3. Any employee, agent, subcontractor or volunteer is convicted of a fraud or felony;
- 4.1.4.1.4. Any malpractice claim, judgment or settlement in which the PROVIDER or any of its employees, agents, or volunteers is named a defendant.

4.1.5. TB Clearance

The PROVIDER shall require and maintain certification of TB examination for all employees, agents and volunteers issued within the twelve (12) month period preceding the start of employment of service under this Contract. Certificate must state that the person is free of communicable tuberculosis.

4.1.6. Training Requirements

The PROVIDER must adhere to the following provisions for any service activity:

4.1.6.1. **PRIOR TO BEGINNING SERVICE DELIVERY**

The PROVIDER must ensure that its direct services staff (including sub-contracted personnel) completes at least twenty-four (24) hours of training, as approved by the STATE, **before** beginning service delivery. The twenty-four (24) hours of training shall include:

- **A minimum of three (3) hours training in:**
  - IDEA-2004 and HAR Chapter 60 (or subsequent revisions) requirements, including procedures and eligibility criteria;
  - HAR Chapter 19 procedures and requirements;
  - FERPA and HAR Chapter 34 (or subsequent revisions) requirements;

- State of Hawaii laws regarding child abuse and neglect reporting, reporting of criminal behavior, suicide recognition as appropriate to level of service delivery;
- CSSS principles; and
- Team-based decision-making.
- **A minimum of two (2) hours training in:**
  - Data collection and purposes for collecting data.
- **A minimum of two (2) hours training in:**
  - An understanding of applicable contract requirements;
  - Professional behavior and professional boundary setting;
  - Communication styles and listening skills; and
  - Effective communication between STATE personnel and provider agency personnel.
- **A minimum of one (1) hour training in:**
  - Standards based curriculum and common core curriculum.
- **A minimum of sixteen (16) hours training in:**
  - Peer-reviewed educationally relevant interventions and recommendations related to the target population that includes communication, social and behavioral issues related to the target population.

4.1.6.2. **ANNUAL PROFESSIONAL DEVELOPMENT/TRAINING**

The PROVIDER must ensure that its direct services staff (including sub-contracted personnel) completes sixteen (16) hours of annual training, as approved by the STATE, in no event less than annually. The sixteen (16) hours of professional development training shall directly relate to their work responsibilities and include:

- **A minimum of four (4) hours of training in:**
  - Nonviolent crisis intervention training as appropriate for the target population.
- **A minimum of eight (8) hours of training in:**
  - Peer-reviewed educationally relevant interventions and recommendations related to the target population that includes communication, social and behavioral issues related to the target population.
- **A minimum of four (4) hours in review of:**
  - IDEA-2004 and HAR Chapter 60 (or subsequent revisions) requirements;
  - HAR Chapter 19 procedures and requirements;
  - FERPA and HAR Chapter 34 requirements;
  - State of Hawaii laws regarding child abuse and neglect reporting, reporting of criminal behavior, suicide recognition as appropriate to level of service delivery;
  - CSSS principles;
  - An understanding of applicable contract requirements;
  - Professional behavior and professional boundary setting;

- Confidentiality;
- Communication styles, listening skills, and effective communication between STATE personnel and provider agency personnel;
- Team-based decision-making; and
- Data Collection.

4.1.6.3. Web-based conferences/training and video conferencing sessions are acceptable. Independent reading of material shall not be counted as training. Time spent during a facilitated group discussion of professional literature related to the target population, as approved by the STATE, is acceptable. All training must be face-to-face (unless web-based) and conducted or facilitated by a professional who meets at a minimum the qualifications as follows:

- A Bachelors degree in special education, or speech and language pathology, or psychology, or social work and having five (5) years direct experience working with a variety of students who are exhibiting severe social, communication and behavioral deficits;  
OR
- A Masters degree in special education, or speech and language pathology, or psychology, or social work and having three (3) years of direct experience working with a variety of students who are exhibiting severe social, communication and behavioral deficits;  
OR
- A Doctorate in Education or Psychology (PhD or PsyD), or a Doctorate degree in special education, speech and language pathology, psychology, psychiatry, and/or social work and having two (2) years direct experience working with a variety of students who are exhibiting severe social, communication and behavioral deficits;  
OR
- Be a Licensed Mental Health Counselor in the STATE of Hawaii, as of 2005, having at least three (3) years of direct experience working with a variety of students who are exhibiting severe social, communication and behavioral deficits;  
OR
- Have a Bachelor's, or Master's or Doctorate degree and be a Board Certified Behavioral Analyst, and having at least three (3) years of direct experience working with a variety of students who are exhibiting severe social, communication and behavioral deficits.

4.1.6.4. **DOCUMENTATION REQUIREMENTS FOR ALL TRAINING SESSIONS**

The PROVIDER must maintain up to date documentation of all training and professional development sessions. Such documentation shall include, at a minimum, the name of the in-service(s), a description of topics covered, a list of attendees, and the name of the instructor, date, location and duration of session. Attendees must sign in on an official registration sheet. A training record for each direct services staff member, including sub-contracted personnel, must be kept in his/her credentialing file. Upon a request from the STATE, the PROVIDER must provide the requested training or professional development documentation within two (2) working days from the request.

## 4.2. **Administrative Requirements**

### 4.2.1. Medicaid Requirements

The STATE may engage in activities to support the STATE requests for Medicaid reimbursement of the provision of services identified in this Contract for eligible students. The STATE shall require verification of licensure subject to the terms of this Contract in the context of Medicaid reimbursable activities. This requirement shall not supersede the provider credentials required in the service activities. The PROVIDER under this Contract shall be subject to administrative claiming for all eligible services regardless of licensure, and shall be expected to participate in time studies by the STATE or their agent(s) three (3) times a year, or more frequently if required. All services under this Contract shall be subject to Medicaid audit.

### 4.2.2. Confidentiality Requirements

4.2.2.1. The PROVIDER must ensure that employees, agents and volunteers adhere to all applicable State and Federal laws regarding the collection and release of confidential student information. The PROVIDER shall adopt and implement policies and procedures that govern the provision of services in natural settings. The PROVIDER shall generate, maintain and make available documentation evidencing that it respects students' and/or families' right to privacy when services are provided in these settings. The STATE shall have the right to inspect and approve these policies and documentary records.

4.2.2.2. The PROVIDER's records relating to students under this Contract are educational records governed under FERPA. The documents and records held by the PROVIDER for students serviced under this Contract are the property of the STATE. Any documentation that a PROVIDER requires an employee or subcontractor to maintain shall be provided to the STATE within two (2) working days of a request by the STATE. This includes but is not limited to copies of any progress notes, files and/or group supervision notes.

4.2.2.3. Parental consent for assessment and release of information is covered by the IEP consent. No additional parental consent for

assessment or release of information is needed by the PROVIDER.

4.2.3. Sentinel Event/Incident Notification Reports

The PROVIDER must have policies and procedures, approved by the STATE that address sentinel events and incident notification. These policies must address (1) how the PROVIDER shall notify the respective School Administrator and the appropriate DES within twenty-four (24) hours by phone and also in writing within seventy-two (72) hours of any event that compromises the safety of a student; (2) how the PROVIDER tracks the occurrence of all sentinel events and incidents to identify trends and patterns in order to implement improvements; and (3) a complete analysis of the event as well as actions taken to address the event. Upon a sentinel event, the PROVIDER shall inform the STATE utilizing the prescribed STATE format.

4.2.4. Use of Restraints

The PROVIDER must have documentation and evidence of policies and procedures, approved by the STATE, regarding the use of restraints.

4.2.5. Facilities

The PROVIDER shall provide facilities used for the provision of services described and considered in this Contract. Any facilities used by the PROVIDER to provide any services or otherwise requiring the presence or participation of students or their families must be ADA compliant and otherwise safe, legal, and appropriate for its use in connection with this Contract. The PROVIDER, and not the STATE, shall be wholly and completely responsible for ensuring that any such facilities are ADA compliant and otherwise safe, legal, and appropriate for its use in connection with this Contract.

4.3. **Quality Assurance**

4.3.1. The PROVIDER must participate in contract monitoring as requested by the State, but in no event less than annually. This contract monitoring shall focus on compliance with the STATE monitoring protocol and compliance with all administrative and fiscal aspects of the Contract.

4.3.1.1. The areas of expected compliance include but are not limited to the following:

4.3.1.1.1. Provision of licensed staff and credentialed staff;

4.3.1.1.2. Training of staff;

4.3.1.1.3. Following of the student's IEP;

4.3.1.1.4. Delivery of evidence-based educational programming;

4.3.1.1.5. Systematic data collections; and

4.3.1.1.6. Analysis of data and evidence of program adjustments based on data.

4.3.2. All documentation and all student records must be made available for inspection and/or copying within two (2) working days of a request by the

STATE.

- 4.3.3. The STATE reserves the right to evaluate the PROVIDER's program/service delivery or financial records/billing information for program monitoring purposes through either, or both, an on-site evaluation or a documentation review at least once a year.
- 4.3.4. The PROVIDER shall comply with the applicable District(s)/Complex(es) General Supervision and Support ("GSS"). The PROVIDER shall implement an internal Quality Assurance Plan ("QAP") that has been approved by the STATE, to assure the delivery of quality educational services and a plan for program assessment and continuous improvement.
- 4.3.5. The QAP shall include evidence supporting their plan and shall be available for the STATE review.

#### 4.4. **Performance Requirements**

- 4.4.1. At a minimum, performance requirements must include the following measures:
  - 4.4.1.1. Performance/Outcome Measures
    - 4.4.1.1.1. Appropriateness of services delivered to each student that incorporates evidence-based practices.
  - 4.4.1.2. Output Measures
    - 4.4.1.2.1. Accuracy and completeness of student records and documentation.
    - 4.4.1.2.2. Submittal of all required data, reports, and improvement or corrective action plans and deliverables.
    - 4.4.1.2.3. Adequacy and timeliness of responses to any required information, program improvements, and corrective actions.
    - 4.4.1.2.4. Degree of adherence to credentialing process and accuracy and completeness of credentialing files.
  - 4.4.1.3. Quality of Care/Quality of Services
    - 4.4.1.3.1. Degree of adherence to program operations, policies and procedures, and standards as described in this Contract.
    - 4.4.1.3.2. Student's IEP Goals and Objectives are reflected in the student's daily lesson plans as authorized by the STATE.
    - 4.4.1.3.3. Degree of treatment integrity and adequacy of treatment processes, use of evidence-based services, and monitoring of student progress and outcomes.
    - 4.4.1.3.4. Demonstrated ability to comply with training requirements and provide timely, complete and effective training modules annually.
    - 4.4.1.3.5. Demonstrated ability to provide supervision to designated personnel.

- 4.4.2. An annual report of performance requirements shall be provided to the STATE within thirty (30) days of the end of the contract year. Reports must contain the following data:
  - 4.4.2.1. The number of unique students serviced by month and annual total.
  - 4.4.2.2. The number of unique students exited from services as determined by the IEP team by month and annual total.
  - 4.4.2.3. The number of unique students transferred to services provided by the DOE or other agency by month and annual totals.
  - 4.4.2.4. Narrative summary of how agency was able to provide substitutes to service students, including challenges to providing substitutes, and agency action plan to address provision of substitutes for the coming year.

4.5. **Reporting Requirements for Program and Fiscal Data**

4.5.1. Program Requirements

- 4.5.1.1. The PROVIDER shall input information into the electronic Comprehensive Student Support System (hereinafter “eCSSS”) modules such as: 1) IEP/MP; 2) Visit Record; 3) Progress Report; and 4) Other modules that the STATE may require. Evaluation reports must be entered into eCSSS and hard copy shall be submitted to the STATE. For any event in which work was done with the student, a visit record must be entered into eCSSS within forty-eight (48) hours of its occurrence. In the event eCSSS is amended or unavailable, the PROVIDER shall use the data system specified, or alternatively, the STATE may authorize substitution of hard copy reporting utilizing a designated format. In the event a paper system is instituted, the same timelines for reports shall apply.
- 4.5.1.2. Data entry into eCSSS (along with applicable requirements within each service activity) must be completed before invoice submission and payment.
- 4.5.1.3. At a minimum, PROVIDERs are required to have computer hardware/software that supports the operation and access to eCSSS including:
  - 4.5.1.3.1. Internet Explorer 6 or 7 for Windows on Personal Computer (laptop or desktop)
  - 4.5.1.3.2. Desktop resolution set to 1024 x 768 resolution
  - 4.5.1.3.3. Windows-based Personal Computer (laptop or desktop)
  - 4.5.1.3.4. Allow pop-up windows in Internet Explorer while in eCSSS
  - 4.5.1.3.5. Ability to temporarily hide search engine toolbars
  - 4.5.1.3.6. Adobe Acrobat Reader 8 or higher
  - 4.5.1.3.7. Internet connectivity, plus necessary equipment, training and technical support
  - 4.5.1.3.8. Active and available email account

4.5.2. Fiscal Requirements

All provider reporting data must be submitted in the time, manner and format specified by the STATE.

**5. Service Activities**

**5.1. General Requirements**

5.1.1. The PROVIDER must adhere to the following provisions for any service activity:

5.1.1.1 Provide time-limited services based on an evidence-based educational model conducive to success in meeting academic and/or social goals and objectives in the IEP and Hawaii Content and Performance Standards III (or other performance standards specified by the STATE).

5.1.1.2 **Student Transitions.** Provide appropriate transitioning when student is entering or exiting the program. Transitioning should include discussion of the student's current level of functioning on IEP goals being worked on, discussion of a student's strengths and weaknesses, and demonstration of instructional strategies that have proven to be effective with the student. The PROVIDER is responsible for maintaining notes and records sufficient to facilitate a smooth, proper and complete transition, and shall make those notes/records available to the STATE staff upon request. The PROVIDER must exhibit an ability to maintain and administer such notes and records, including policies and procedures.

5.1.1.2.1. In circumstances where the STATE determines that a PROVIDER shall no longer provide a service to a student or where the PROVIDER shall no longer be able to provide a service to a student, the PROVIDER shall assist in the orderly transfer among and between individual providers or STATE personnel. If requested by the STATE, the PROVIDER shall work collaboratively with the STATE, to develop an appropriate and timely transfer plan.

5.1.1.2.2. The STATE anticipates operating its own Special School. Once the STATE has secured a location for its Special School, it is an expectation that the PROVIDER shall assist the STATE in transitioning students from the current Special School site to the STATE site. While the duration of a student's transition period shall be based upon the student's individual needs, it is anticipated that the transition process be completed within one (1) month and shall include, and is not limited to, the following activities:

- Maintaining open communication with the STATE to prevent information gaps that may have an adverse impact on services to students;
- Maintaining an effective working relationship with the STATE;
- Attending collaborative meetings with the STATE to discuss individual student programs, data, strengths and challenges;
- Attending collaborative meetings with the STATE to discuss, provide meaningful and supportive information that shall help to facilitate student transition, and develop transition plans for the purpose of moving the student from the current Special School site to the STATE site;
- Providing access to STATE staff in order to observe the students in the Special School setting upon STATE staff request;
- Providing access to STATE staff to teach and support students along side the special school staff at the current Special School site; and
- Attending parent meetings, if requested by the STATE, to discuss and support the successful transition of the student.

5.1.1.3 **Reports.** Provide to the home school monthly student progress reports. The PROVIDER shall also submit quarterly student progress reports that should address an update on each IEP goal/objective. The report must be submitted to the IEP Care Coordinator two (2) weeks before the end of the school quarter. Also, a report is due to the IEP Care Coordinator at the end of each ESY period for students who are eligible for this service during the ESY period. This shall be subject to the use of the STATE's eCSSS, or another designated reporting system specified by the STATE. In the event eCSSS is amended or unavailable, the PROVIDER shall use the data system that is specified by the STATE, or alternatively, the STATE may authorize substitution of hard copy reporting utilizing a designated format. In the event a paper system is instituted, the same timelines for reports shall apply.

5.1.1.4 **Frequency, Duration and Timeliness of Services.** Provide services according to time and frequency parameters specified by the IEP and authorized by the STATE. In no event shall the provision of services exceed the time or units authorized. In the event the IEP is silent as to time and frequency of services, services shall be provided according to the parameter specified by the STATE. In addition, services must be provided in a timely

- manner, e.g., do not provide all authorized contract hours for the month in a few sessions at the end of the month, unless such an arrangement is specified within the IEP.
- 5.1.1.5 Sign in at the school office when entering a school campus and sign out when leaving.
  - 5.1.1.6 Wear appropriate identification when visiting a school campus.
  - 5.1.1.7 Develop and follow a communication plan with school staff as approved by the STATE.
  - 5.1.1.8 Make contact with the school staff within one (1) week following authorization of services and be able to initiate service within two (2) weeks of authorization of services.
  - 5.1.1.9 Engage in the timely scheduling of appointments, processing of documents, and participation in conference meetings.
  - 5.1.1.10 Have competency, and provide proof of such if requested by the STATE, to provide the services, specifically related to the educational implications of severe social, communication, and behavioral deficits.
  - 5.1.1.11 **Court and Due Process Hearings.** Attending court or due process hearings as specifically requested by the STATE to present relevant educational data or other information needed.
    - If a specific report must be submitted, the STATE may request that the provider write a report and/or complete specific documentation to assist in the writing of the report.
    - Any recommendations in a report are based on the presenting needs of the student.
    - Recommendations shall not be accepted regarding specific services, methodology, or persons (e.g., student requires day treatment).
    - Reports are made available to the STATE for review two (2) weeks prior to document submittal for the hearing date.
  - 5.1.1.12 Participate in the General Supervision and Support process at the request of the STATE.
  - 5.1.1.13. **Meetings.** Participate in IEP meetings, at the request of the STATE, once placement has been made. This is an included cost of the underlying service.
  - 5.1.1.14. **Meetings.** Participate in student specific meetings. Student specific meetings may be held for the purpose of discussing the student's progress or lack thereof. This is an included cost of the underlying service.
  - 5.1.1.15. Provide information to the STATE or IEP teams on the PROVIDER's services within two (2) working days of a request by the STATE.
  - 5.1.1.16. Adhere to all STATE guidelines relating to specific programs and activities such as water-related activities and

transportation.

## 5.2. Educational Requirements

5.2.1. The PROVIDER shall provide a structured educational placement with integrated educational and behavioral services for students exhibiting a combination of severe social, communication and behavioral deficits that precludes FAPE in a lesser restrictive environment and places them at risk for more restrictive placements. The program shall be a twelve (12) month program lasting at least six (6) hours per day, five (5) days a week, excluding observed DOE, State and Federal holidays and DOE non-instructional days. Educational components shall be broad enough to meet each student's unique educational needs according to the IEP Goals/Objectives and shall include the following:

- 5.2.1.1 Specialized educational instruction to address social, communication and behavioral deficits;
- 5.2.1.2 Specially designed standards-based instruction to address the student's academic needs;
- 5.2.1.3 Related services as required in student's IEP;
- 5.2.1.4 Functional Behavioral Assessment/Behavioral Support Plan, which is reviewed at least quarterly;
- 5.2.1.5 Evidence-based interventions;
- 5.2.1.6 Parent education/training;
- 5.2.1.7 Entrance and exit planning;
- 5.2.1.8 Social skills training;
- 5.2.1.9 Interpretive services, if needed;
- 5.2.1.10 Participation in the STATE's General Supervision and Support activities;
- 5.2.1.11 All standards based curriculum and instructional materials and equipment, such as desks, computers, and classroom supplies needed to implement the student's IEP;
- 5.2.1.12 Provide lunches and snacks that follow federally accepted food handling and nutritional guidelines; and
- 5.2.1.13 Transportation to and from the Special School site shall be provided by the STATE, however, mid-day transportation needs must be provided by the PROVIDER.

5.2.2. The intensity of the educational program in this setting shall be sufficient to meet the student's needs without an extension of the school day, however, services must be available to accommodate any student with a need for extended school day/year programming (this does not include child care services for the student) should the IEP team deem it necessary.

## 6. Work Activities

## 6.1. **Referral and Intervention Planning**

The PROVIDER shall ensure that:

- 6.1.1. Program staff shall be available to meet with school teams for consultation and information sharing.
- 6.1.2. Programs shall accept students identified by IEP teams as meeting entrance requirements, with a no-rejection policy. The IEP team shall make any change in program and/or placement.
- 6.1.3. Any placement decisions should be supported by a plan to transition the student back to a general education setting as soon as is appropriate.
- 6.1.4. Program staff shall collaborate with the STATE to develop an appropriate transition plan for entry/exit into the program no longer than one (1) week after placement determination is made. At the same time, base line data shall be reviewed and exit criteria determining student transition back to a less restrictive environment shall be quantified.
- 6.1.5. All referral materials, including Functional Behavioral Assessment and Behavioral Support Plans shall be reviewed with all staff expected to be involved in instruction or service provision.
- 6.1.6. Following student absences of three (3) consecutive days, program shall contact student's family and document the reason for nonattendance. Program shall contact student's home school to supply dates of absences and reasons. Prior to the eleventh (11<sup>th</sup>) day that the student shall be absent (cumulative per school year) program shall notify student's home school, and the school administrator shall determine if an IEP meeting to review educational placement is needed.
- 6.1.7. When disciplining or suspending a student, program staff shall follow Chapter 19 and Chapter 60 guidelines (or subsequent revisions) and report each occurrence to the respective school administrator and appropriate district educational specialist within twenty-four (24) hours. Specifically, the program must be aware of each student's cumulative suspension record and follow the manifestation determinations requirements of IDEA-2004 and HAR Chapter 60 (or subsequent revisions). If the program is contemplating the removal or suspension of any student, who has less than ten (10) days cumulative suspensions, as a disciplinary measure, the student's parent, school administrator and the appropriate DOE DES must be notified, if possible, of the removal or suspension of the student. For a student with ten (10) or more cumulative suspensions for the school year, a manifestation determination must be held PRIOR to any removal or suspension.

## 6.2. **Program Contents Designed to Address IEP Goals and Objectives as well as Specific Referral Concerns**

The PROVIDER shall ensure the following:

- 6.2.1. Academic Instruction
  - 6.2.1.1. The program shall implement the student's IEP.
  - 6.2.1.2. The program shall provide specialized instruction in all academic

- areas appropriate to the student’s age and developmental level.
- 6.2.1.3. The program shall provide all educational information to the home school upon student’s return so that all credits can be issued if applicable.
  - 6.2.1.4. Statewide assessments shall be administered by STATE personnel with the collaboration of the Special School staff at the Special School site within the testing window period, for each student in a benchmark year.
  - 6.2.1.5. A standardized annual reading comprehension assessment shall be completed by the STATE personnel with the collaboration of the Special School staff at the Special School site at least ninety (90) days prior to each student’s annual IEP due date.
  - 6.2.1.6. Educational services shall be consistent with the Hawaii State Content and Performance Standards III relevant to the Approved Course Code Number (“ACCN”) credit desired. Documentation of the number of hours of instruction by course shall be available to the appropriate DOE school to assist in granting of academic credit to and the proper placement of the student.
  - 6.2.1.7. The program shall hire and supervise staff, including highly qualified certified special education teacher(s), behavioral health personnel, related service personnel and paraprofessional staff.
- 6.2.2. Positive Behavioral Support
- 6.2.2.1. Establish a classroom climate of “positive behavioral support,” so that students achieve clearly delineated behavioral goals and objectives. The individual support program for students shall be based upon a functional behavioral assessment including all behaviors necessitating an intervention of this restrictive nature, resulting in a Behavioral Support Plan (“BSP”).
  - 6.2.2.2. The following forms of discipline are prohibited:
    - 6.2.2.2.1 Degrading punishment;
    - 6.2.2.2.2 Corporal or other physical punishment;
    - 6.2.2.2.3 Forced physical exercise solely for the purpose of eliminating behavior rather than for instructive or athletic value;
    - 6.2.2.2.4 Punitive work assignments;
    - 6.2.2.2.5 Group punishment for individual behavior;
    - 6.2.2.2.6 Medication for the purpose of punishment;
    - 6.2.2.2.7 Extended isolation of the student;
    - 6.2.2.2.8 Deprivation of student rights or needs;
    - 6.2.2.2.9 Painful aversive stimuli;
    - 6.2.2.2.10 Use of seclusion or mechanical restraints;
    - 6.2.2.2.11 Use of any locked facilities;
    - 6.2.2.2.12 The administration of noxious substances;
    - 6.2.2.2.13 Any other action that jeopardizes the health or welfare of the student; and

- 6.2.2.2.14 Discipline that is inconsistent with the student's IEP Goals and Objectives or BSP.
- 6.2.2.3. Medication and Medical Emergencies
- 6.2.2.3.1 The Special School must be prepared to deal effectively with injuries, accidents, and illnesses and other medical and behavioral crises, as follows:
- Procedures for handling such situations have been developed in consultation with a health professional to protect the students;
  - Personnel involved in direct care are trained in basic first aid and retrained at least every three (3) years or according to the requirements of RED CROSS certification;
  - Personnel receive training in the identification of abuse and neglect and in mandated reporting requirements;
  - One staff member on duty is trained and currently certified in cardio-pulmonary resuscitation;
  - Telephone, first aid supplies and manuals are readily available;
  - Individual case records contain the names of family physician and current contact information, clinic or hospital used in emergencies, and written authorization from the parent/legal guardian for emergency care; and
  - Individual student records, including crisis management plans, are reviewed with all staff that interacts with applicable students.
- 6.2.2.3.2. Establish emergency procedures and has either a licensed physician available on-call during its hours of operation or has formal arrangements for emergency services with a nearby primary health care facility.
- 6.2.2.3.3. Promptly report any serious accident, emergency or dangerous situation in writing to appropriate authorities. Special School staff shall follow all mandated reporting of instances of suspected abuse. All reports shall be sent to the respective school administrator and to the appropriate DES.
- 6.2.2.3.4. The Special School assists student taking medications and establishes controls governing proper assistance and storage, which include all of the following:
- Locked storage with supervision and access by only those staff trained and authorized;
  - Proper labeling, with name of student, dosage, name of medication, and name of prescribing physician;
  - Destruction of out-of-date medication; and

- Proper disposal of unused medication, syringes, and medical waste.
    - 6.2.2.3.5. Provide for a safe physical environment.
  - 6.2.2.4. Interventions
    - 6.2.2.4.1 PROVIDER shall ensure the use of evidence-based interventions which shall be the primary mode of service delivery used to address student specific needs,
    - 6.2.2.4.2 PROVIDER shall employ progress monitoring and data driven instruction.
    - 6.2.2.4.3 PROVIDER shall provide any and all IDEA-2004 required related services, including but not limited to occupational therapy, physical therapy, speech therapy and transportation except to and from program. In the event of a missed session of any IDEA 2004 required related service, please refer to the Procedures on Documenting Provision of Related Services document. Should the PROVIDER not be able to provide related services, the PROVIDER shall notify the school, appropriate DES and the appropriate State personnel, verbally within twenty-four (24) hours of not providing the related service. To avoid a gap in service, the STATE may send its personnel to provide the service. The PROVIDER shall reimburse the STATE for the cost of services provided. Rate of reimbursement shall be based on the hourly rate for the professional services for that discipline as determined by the STATE. Should the Special School have a vacancy in personnel the PROVIDER shall submit a plan to show how the agency shall fill position(s) and give monthly updates to the appropriate State personnel as to the efforts in filling the vacant position(s) and the names of students affected by the vacancy.
  - 6.2.2.5. Exiting the Special School
    - PROVIDER shall facilitate exits by adhering to the following steps:
      - 6.2.2.5.1 The IEP team has met, reviewed student progress and determined that the exit criteria are met.
      - 6.2.2.5.2 The IEP team reviewed the IEP and revised it as needed.
      - 6.2.2.5.3 The IEP team determined that placement should change.
      - 6.2.2.5.4 Special School staff and the STATE personnel collaboratively developed a transition plan to

support the student's success in the less restrictive environment.

6.2.2.5.5 **There shall be no exit without an IEP change of placement decision.**

6.3. **Staffing Requirements**

The PROVIDER shall provide qualified multidisciplinary staffing available to address all educational, social, behavioral and communication needs of the students to include but not be limited to the following:

- 6.3.1 A teacher(s) being highly qualified and licensed in Special Education with training in educating students who exhibit a combination of severe social, communication and behavioral deficits. At a minimum, the teacher should have knowledge of, and experience using, evidence-based instructional interventions including but not limited to applied behavioral analysis principals, discrete trial teaching, functional visual communication systems, structured teaching approaches, and typical child development.
- 6.3.2 Licensed Clinical Psychologist or Board Certified Behavioral Analyst having a minimum of five (5) years of direct experience working with the target population.
- 6.3.3 Licensed related service providers in areas including but not limited to the following: Speech Language Pathologist, Occupational Therapists and others as identified in the IEP.
- 6.3.4 Paraprofessional staff. All paraprofessional staff must meet the following NCLB requirements:
  - 6.3.4.1 Option 1 - 48 credits when pursuing a bachelor's degree or higher
    - 6.3.4.1.1 Credits must be 100 level or higher in any subject area.
    - 6.3.4.1.2 If earned after June 30, 2003, credits must include three (3) credits in Math and three (3) credits in English.
    - 6.3.4.1.3 Must be earned from a regionally accredited institution.
    - 6.3.4.1.4 Agencies must have all official transcripts on file.
  - 6.3.4.2 Option 2 - Associate's Degree, Bachelors Degree or Masters Degree
    - 6.3.4.2.1 Degree must be earned with 100 level or higher courses.
    - 6.3.4.2.2 For employees who earned a degree prior to January 8, 2002, the degree may include less than 100 level courses.
    - 6.3.4.2.3 Must be earned from an accredited institution.
    - 6.3.4.2.4 Agencies must have all transcripts on file.
  - 6.3.4.3. Option 3 - Passing score on the ParaPro Assessment
    - 6.3.4.3.1. A certificate with a minimum score of 459 on the ParaPro Assessment provided by Educational Testing Service.
    - 6.3.4.3.2. Agencies must have all official copies of Para Pro Assessment results on file.

- 6.3.5. Agencies must have all original official transcripts on file for each provider providing services under this Contract.
- 6.3.6. Adequate staff to student ratio, defined as not less than 1:10 teacher student ratio with individualized adult paraprofessional support as identified in student's IEP is provided at all times to ensure safety for all activities and takes into consideration student needs and characteristics. One Clinical Psychologist or Board Certified Behavioral Analyst on a 1:20 ratio and related services as required by student IEP. This is the sole responsibility of the Special School program. The STATE shall not be responsible for providing additional staff to cover provider shortfalls. To avoid a gap in service, the STATE may send its personnel to provide the service. The PROVIDER shall reimburse the STATE for the cost of services provided. Rate of reimbursement shall be based on the hourly rate for the professional or paraprofessional services for that service as determined by the STATE.
- 6.3.7. Staff is available to ensure student safety for early arriving or late departing students.
- 6.3.8. To ensure appropriate family involvement, the PROVIDER is responsible for locating and providing interpreters for families whose limited English proficiency or mode of communication would inhibit their ability to meaningfully participate in the student's education.

#### 6.4. **Monitoring Student Progress Criteria**

The Special School staff shall be responsible for the following items:

- 6.4.1 Schedule and convene monthly meetings for each student to review the student's status. Special School staff must invite STATE personnel to each meeting. STATE personnel includes but is not limited to the student's IEP Care Coordinator, Special Education and/or regular education teacher(s), school administrator, and student's parent where appropriate. Costs accrued for these meetings are included as part of the program;
- 6.4.2 Collect daily data on each IEP goal being addressed on that day. Licensed/Certified school staff shall aggregate and analyze the student's data to adjust and revise interventions accordingly;
- 6.4.3 Provide written progress reports to student's IEP Care Coordinator two (2) weeks before the end of the quarter; and
- 6.4.4 Participate in a progress report meeting that shall include the parents and school representatives at a minimum quarterly. There shall be a written report for the progress report meeting by the Special School staff that shall address at least the following:
  - 6.4.4.1 Specific level of student current functioning
  - 6.4.4.2 Review of data
  - 6.4.4.3 Review of exit criteria
  - 6.4.4.4 The written report shall be given to the student's home school care coordinator within one (1) week of the quarterly meeting.

All documentation and all students' records must be made available upon request by the STATE or for audits scheduled by the STATE.

**Attachment 1**  
**Contract Minimum and Special Conditions**

**1. CONTRACT ADMINISTRATOR**

For purposes of this Contract, the person named below or his/her duly authorized representative or successor in office is designated Contract Administrator (CA). The CA may be contacted as follows:

|                         |                              |
|-------------------------|------------------------------|
| Contract Administrator: | Debra Farmer, Administrator  |
| Telephone Number:       | (808) 203-5565               |
| e-mail Address:         | debra_farmer@notes.k12.hi.us |

The CA is responsible for:

- 1.1 the terms, conditions, quantities, specifications, scope of services, other contract terms, and all decisions relating to the Contract;
- 1.2 monitoring the PROVIDER's work, documenting that PROVIDER maintains the required insurance coverage (if applicable), resolving contract disputes and discrepancies, evaluating the work of the PROVIDER, assuring the services or goods are delivered as required in the Contract, and processing payment for services rendered; and
- 1.3 notifying Procurement & Contracts Branch in the event of change in scope of work, change in the performance period, increase or decrease in total compensation, and/or changes in any other contract terms.

Notwithstanding the responsibilities set forth hereinabove, any coordination of services falling outside those articulated above shall remain with the head of the purchasing agency, as set forth in the attached General Conditions (see General Conditions, paragraph 3.1, entitled "Coordination of Services by the STATE.").

**2. POINT OF CONTACT**

The CA has designated the following person as Point-of-Contact (POC) for this Contract. As such, the POC should be the initial contact on all matters related to this Contract. The POC can be contacted as follows:

|                   |   |
|-------------------|---|
| POC:              | Marilyn Jakeway, State Educational Specialist |
| Telephone Number: | (808) 203-5565                                |
| e-mail Address:   | marilyn_jakeway@notes.k12.hi.us               |

**3. PROVIDER'S POINT OF CONTACT**

The PROVIDER's primary point of contact shall be identified upon award of contract.

The PROVIDER shall notify the STATE, verbally within twenty-four (24) hours, upon the occurrence of any of the events indicated below:

- 3.1. Change in the PROVIDER's business address or phone number;
- 3.2. Change in the PROVIDER's tax identification number; or
- 3.3. Any other situation that could reasonably be expected to affect the PROVIDER's ability to carry out its obligation under this Contract.

#### **4. CASE ASSIGNMENTS**

Under the terms of this Contract, the right to assign a case to a particular PROVIDER is within the sole discretion of the STATE. Services provided to an individual under this Contract shall not constitute ownership or a property right to deliver that service by either an Agency or an individual provider.

#### **5. VERIFICATION OF EMPLOYEES**

In accordance with State rules and regulations, PROVIDER shall conduct mandatory annual criminal background checks at no cost to the STATE, on any employee, agent, volunteer or prospective employee working directly with students.

The PROVIDER shall maintain the background check records, and shall make the records available for review upon request. Upon review of these records, the STATE reserves the right to request additional background information.

#### **6. EXCLUSION OF SPECIFIC WORKERS**

The STATE reserves the right to require the PROVIDER to remove an employee, agent, or volunteer (Worker) from performing work under this Contract. The Contract Administrator shall notify the PROVIDER in writing and this exclusion of a specific Worker(s) shall take effect as indicated on the notice. The PROVIDER may appeal this decision to the Contract Administrator, in writing within ten (10) working days of receipt of the notice. Removal of the employee, agent, or volunteer shall remain in effect pending the outcome of the appeal. This provision shall not infringe upon the right of the PROVIDER to employ the removed individual, but shall apply to any work requiring interaction with the STATE, its employees or students.

#### **7. COMPENSATION**

The contract price shall include all services, materials, overhead, profit, all applicable taxes, and any other incidental and operational expenses incurred by PROVIDER in the performance of its obligations hereunder. The contract price

shall be the all-inclusive cost to the STATE and no other charges shall be honored.

Total Compensation stated herein is estimated for the contract period specified. Actual compensation shall be contingent on the needs of the STATE, the service rates stated in the following section, and funding availability. No guarantee to purchase services in the exact amount stated is intended or implied. In the event service requirements do not materialize and the STATE purchases less than the total compensation stated, such failure shall not constitute grounds for equitable adjustment under this Contract.

Additionally, unless explicitly stated in this Contract, no additional fees or charges may be assessed to the STATE, the parties that the services are provided to, or their parents, guardians, insurance, or any other party associated with the provision of these specific services.

## **8. COMPENSATION RATES**

Total compensation is based on the Contract unit rates. These rates are paid in accordance with the work described herein, and includes all labor, services, travel, materials and equipment (as applicable), overhead, profit, all applicable taxes, and any other incidental and operational expenses incurred by the PROVIDER in the performance of its obligations hereunder. The rates established shall be all-inclusive to the STATE and no other charges shall be honored.

The unit rate established by the STATE shall include all direct and indirect costs associated with service delivery, including but not limited to the following:

- Costs of travel, including mileage, airfare, lodging and car rental.
- Costs associated with servicing remote geographical areas.
- Costs associated with documentation requirements.

There shall be no payment for travel time, wait time, no-shows, and/or cancellations, or start-up costs associated with developing a new program.

## **9. INVOICING AND PAYMENT SCHEDULE**

### **9.1. Monthly Claim Submissions**

Payments shall be made in monthly installments upon the monthly claim/invoice submissions by the PROVIDER for the services provided. All claims/invoices for service must be submitted online utilizing the Service Verification Module (“SVM”) in eCSSS within fourteen (14) calendar days after the last day of each calendar month.

If SVM is unavailable, then the PROVIDER shall submit one (1) original and two (2) invoice copies utilizing the STATE-prescribed invoice form for monthly claim submission. In addition, PROVIDER shall submit a data

storage device (e.g. jump drive, etc.) of contracted services provided during the month within fourteen (14) calendar days after the last day of each calendar month, using the STATE-prescribed claim format. Invoices and claim submissions/data storage devices shall be submitted to the district office where the service was provided.

Monthly claims shall be reviewed by the STATE and shall be subject to the STATE's preliminary determination of appropriateness and allowability of claim. The STATE reserves the right to withhold payment from the PROVIDER for any non-compliance with the Contract.

Once properly submitted, the STATE shall have thirty (30) days to pay unless the claim/invoice is called into question (e.g. appeals, corrections, etc.). If at any time the claim/invoice is called into question, then the STATE's requirement to pay within thirty (30) days shall end. After that, the STATE's thirty-day requirement to pay shall start anew on the day the corrected claim/invoices are properly resubmitted by the PROVIDER. Any errors or omissions may cause a significant delay in payment to the PROVIDER. The STATE shall not consider any late claims.

All appeals and corrections for reporting/claims/invoice rejections must be resolved within sixty (60) calendar days from the day that the claim(s)/invoice(s) was first submitted. After that sixty-day period, the STATE may reject those claim(s)/invoice(s) for any reason and for no reason.

9.2. Audit, Reimbursement and Reconciliation

The STATE's preliminary determination of appropriateness and allowability of the claim shall be subject to later verification and subsequent audit. The STATE reserves the right to seek reimbursement from the PROVIDER upon an audit of all claims for any errors made in payment and/or for services not delivered. Final settlement of this Contract shall include submission and acceptance of all claims (or reports) and other materials to be submitted by the PROVIDER to the STATE, resolution of all discrepancies in performance of services monthly claims (or reports), and completion of all outstanding matters under this Contract.

The STATE reserves the right to audit the PROVIDER's financial records and billing documentation on an annual basis, at a minimum, through either an on-site evaluation or a documentation review.

9.3. Payment for Services not Requested by the STATE

The STATE reserves the right to deny any claims for payment for the testimony or participation of individual providers that was not requested by the STATE. Unauthorized services include but are not limited to, the PROVIDER pursuing litigation on behalf of itself. The PROVIDER is not authorized to claim payment for, among other things, services relating to testimony, depositions, or other litigation matters in pursuit of its own interests.

- 9.4. Final Settlement  
The STATE shall withhold fifty percent (50%) of the accepted amount for the final month of this Contract until final settlement of all claims (or reports) of this Contract.

## **10. FINAL PAYMENT**

In addition to the requirements in the General Conditions, the following shall accompany the final payment invoice:

- 10.1. An original tax clearance certificate, not over two months old and with an original green "certified copy" stamp, must accompany the invoice for final payment. In lieu of the tax clearance certificate, PROVIDER may instead submit an original CERTIFICATE OF VENDOR COMPLIANCE as issued by the State Procurement Office via the online system referred to as "Hawaii Compliance Express". Details regarding this online application process can be viewed at: <http://vendors.ehawaii.gov/hce/>.
- 10.2. "Certification of Compliance for Final Payment" (DOE Form-22) with an original signature shall be required for final payment.

## **11. AVAILABILITY OF FUNDS**

This Contract is subject to the availability of funds. No contract entered into between the STATE and the PROVIDER shall be binding or of any force unless the Chief Financial Officer (CFO) certifies that there is an available unexpended appropriation or balance of an appropriation over and above all outstanding contracts sufficient to cover the amount required by the Contract.

If the Contract calls for performance or payment in more than one fiscal year (July 1 to June 30), the CFO may certify only that portion of the total funds allocated to satisfy the STATE's obligations for payments in the current fiscal year. In that event, the STATE shall not be liable for the unpaid balance beyond the end of the current fiscal year, and availability of funds in excess of the amount certified shall be contingent upon future appropriations or special fund revenues. All partially-funded contracts shall be enforceable only to the extent that funds are certified as available. The STATE agrees to notify the PROVIDER of such non-allocation at the earliest possible time. The STATE shall not be penalized in the event this provision is exercised. This provision is not meant to permit the STATE to terminate the Contract in order to acquire similar equipment or services from a third party.

## **12. TIME OF PERFORMANCE**

### **12.1. CONTRACT TERM**

Contract shall commence on July 1, 2011 and shall end on June 30, 2012.

## 12.2. CONTRACT RENEWAL

This Contract may be extended for not more than four (4) additional twelve-month periods, i) upon mutual written agreement of the parties, ii) prior to expiration and iii) under the same terms and conditions of the original Contract or as negotiated between the STATE and the PROVIDER. Contract extension(s) shall be contingent upon i) the need for continued services and ii) funding availability beyond the current fiscal year. As each option(s) to extend is mutually agreed upon, the PROVIDER shall be required to execute a supplement to the Contract for each additional period.

## 12.3. PERFORMANCE PERIOD

The PROVIDER shall complete the work within the time limits specified herein. The time specified herein is the maximum time allowed.

## 13. CONTRACT EXECUTION

The PROVIDER shall be required to enter into a formal written contract, and no work is to be undertaken by the PROVIDER prior to the commencement date of the Contract. The STATE is not liable for any work, contract costs, expenses, loss of profits, or any damages whatsoever incurred by the PROVIDER prior to official starting date.

## 14. CONFIDENTIALITY OBLIGATIONS

The following serves to supplement provision 8.2 of the General Conditions, entitled "Confidentiality of Material" and provision 8, entitled "Confidentiality of Personal Information":

While performing under this Contract, the PROVIDER may receive, be exposed to or acquire confidential information. Such information may include names, addresses, telephone numbers, birthdates, social security numbers, medical information, and other educational, student, or personal employment information. The information may be in written or oral form, fixed in hard copy or contained in a computer database or computer readable form. Hereinafter, such language shall be collectively referred to as "Confidential Information."

The PROVIDER, including its employees, agents, representatives, and assigns shall abide by the following with regards to Confidential Information: (i) They shall not disclose to any unauthorized party any Confidential Information, except as specifically permitted by the STATE and subject to the STATE's limitations on confidentiality of information and relevant legal requirements of the State to include, but not limited to the Family Educational Rights and Privacy Act ("FERPA"); (ii) They shall only permit access to Confidential Information to employees, agents, representatives, and assigns having a specific need to know in connection with performance under this Contract; and (iii) They shall advise each of their employees, agents, representatives, and assigns of their obligations to keep such Confidential Information confidential.

The PROVIDER, its employees, agents, representatives, or assigns shall ensure the security of the Confidential Information. The PROVIDER shall provide the STATE with a list of individuals (by name and position) who are authorized to handle the Confidential Information (hereinafter referred to as "Authorized Handlers"). Authorized Handlers shall ensure the security of the Confidential Information. Only Authorized Handlers shall have access to the Confidential Information, which shall be kept on password protected computers with the hard copy documents kept in a locked file cabinet. The PROVIDER shall ensure that procedures exist to prohibit access to the Confidential Information by anyone other than an Authorized Handler.

The PROVIDER shall be responsible for safeguarding the confidentiality of all Confidential Information it receives from the STATE and shall safeguard and protect such documents from unauthorized use, handling, or viewing. The PROVIDER shall be liable to the STATE and to any person whose records the PROVIDER receives custody of under this Contract for records protection for any unpermitted release, viewing, or loss of such records. The PROVIDER shall assume liability responsibility for records protection and for the inappropriate or unlawful release of Confidential Information. The PROVIDER shall return all documents containing Confidential Information upon completion of the services PROVIDER is contracted to provide under this Contract.

14.1. Prior Written Approval: PROVIDER may not i) share Confidential Information or any other data received under this Contract, ii) publish, or iii) distribute such information without the prior written approval of the STATE.

14.2. In the event of termination of this Contract, PROVIDER shall return to STATE all student information received under this Contract and further agrees to destroy any and all copies of, or references to, any student information shared by STATE as a result of this Contract.

## **15. RELIEF AVAILABLE TO STATE**

In addition to all rights and remedies available to the STATE provided in this Contract or otherwise provided under law, if the PROVIDER is in non-compliance with contract requirements, the STATE may:

15.1. Suspend Payments – Temporarily withhold or disallow all or part of the billing cost/payments pending correction of a deficiency or a non-submission of a required deliverable by the PROVIDER;

15.2. Suspend Referrals – Suspend referrals to the PROVIDER should the PROVIDER fail to comply with any of the requirements or other term(s) or condition(s) of this Contract and, further, the STATE may maintain the suspension of referrals until such time as the deficiency or non-compliance is corrected and the PROVIDER's corrective actions are determined to be acceptable by the STATE; and

- 15.3. Seek Reimbursement – Seek reimbursement from the PROVIDER or withhold future payments for any funds paid to the PROVIDER subsequent to a determination that such was unauthorized, fraudulently obtained, or inappropriately billed.
- 15.4. Seek Market Value – In the event the PROVIDER fails, refuses or neglects to perform the services in accordance with the requirements of these Special Conditions, the Scope of Services or the General Conditions, the STATE reserves the right to purchase, in the open market, a corresponding quantity of the services specified herein and to deduct from any monies due or that may thereafter become due to the PROVIDER, the difference between the price named in the Contract and the actual cost to the STATE. In case any money due the PROVIDER is insufficient for said purpose, the PROVIDER shall pay the difference upon demand from the STATE. The STATE may also utilize all other remedies provided by law.

## 16. LIABILITY INSURANCE

General Conditions, section 1.4, entitled “Insurance Requirements”, is deleted entirely and replaced with the following (revisions to the original text are noted in redline where deletions bold strikethrough text indicates deletions, and additions are in bold italics):

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 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 mail.

~~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 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.

***In addition, the following minimum insurance coverage(s) and limit(s) shall be provided by the PROVIDER (including its subcontractor(s) where appropriate):***

| <u>Coverage</u>  | <u>Limits</u>   |
|--|---|
| <b><i>Automobile Liability, Comprehensive Bodily Injury:</i></b> | <b><i>\$1,000,000 per accident</i></b>  |
| <b><i>Property Damage:</i></b>                                   | <b><i>\$ 50,000 per occurrence</i></b>  |
| <b><i>Professional Liability</i></b>                             | <b><i>\$1,000,000 per claim or<br/>\$2,000,000 per annual<br/>aggregate</i></b> |

***The minimum insurance required shall be in full compliance with the Hawaii Insurance Code throughout the entire term of the Contract, including supplemental agreements. Each insurance policy shall be written by 1) an insurance company licensed to do business in the State of Hawaii, or 2) if not licensed by the State of Hawaii, an insurance company which meets §431:8-301, Hawaii Revised Statutes.***

***Upon execution of the Contract, the PROVIDER agrees to deposit with the STATE certificate(s) of insurance necessary to satisfy the STATE that the insurance provisions of this Contract have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the STATE during the entire term of this Contract, including those of its subcontractor(s), where appropriate. Upon request by the STATE, PROVIDER shall be responsible for furnishing a copy of the policy(ies).***

***Failure of the PROVIDER to provide and keep in force such insurance shall be regarded as material default under this Contract, entitling the STATE to exercise any or all of the remedies provided herein.***

***The PROVIDER will provide written notice within twenty-four (24) hours to the Contract Administrator should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.***

**17. SPECIAL CONDITIONS ARE SUPPLEMENTAL**

Nothing in the Special Conditions of the Contract shall supersede the General Conditions, but shall serve to supplement the General Conditions, except where a conflict exists between the General Conditions and Special Conditions, in which case the Special Conditions shall apply.

**18. APPROVALS**

This Contract is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

**APPLICANT:**

**GEOGRAPHIC AREA: Oahu**

**Rate and Cost Summary Worksheet for RFP No. F11-123 (Special School Services)**

| Type of Service (Unit Measure) | Cost per Student | Number of Students | Monthly Group Rate |
|--------------------------------|------------------|--------------------|--------------------|
| <b>Special School</b>          | \$8,185.68       | 20                 | \$163,713.60       |

# Procedures for the Provision of Related Services

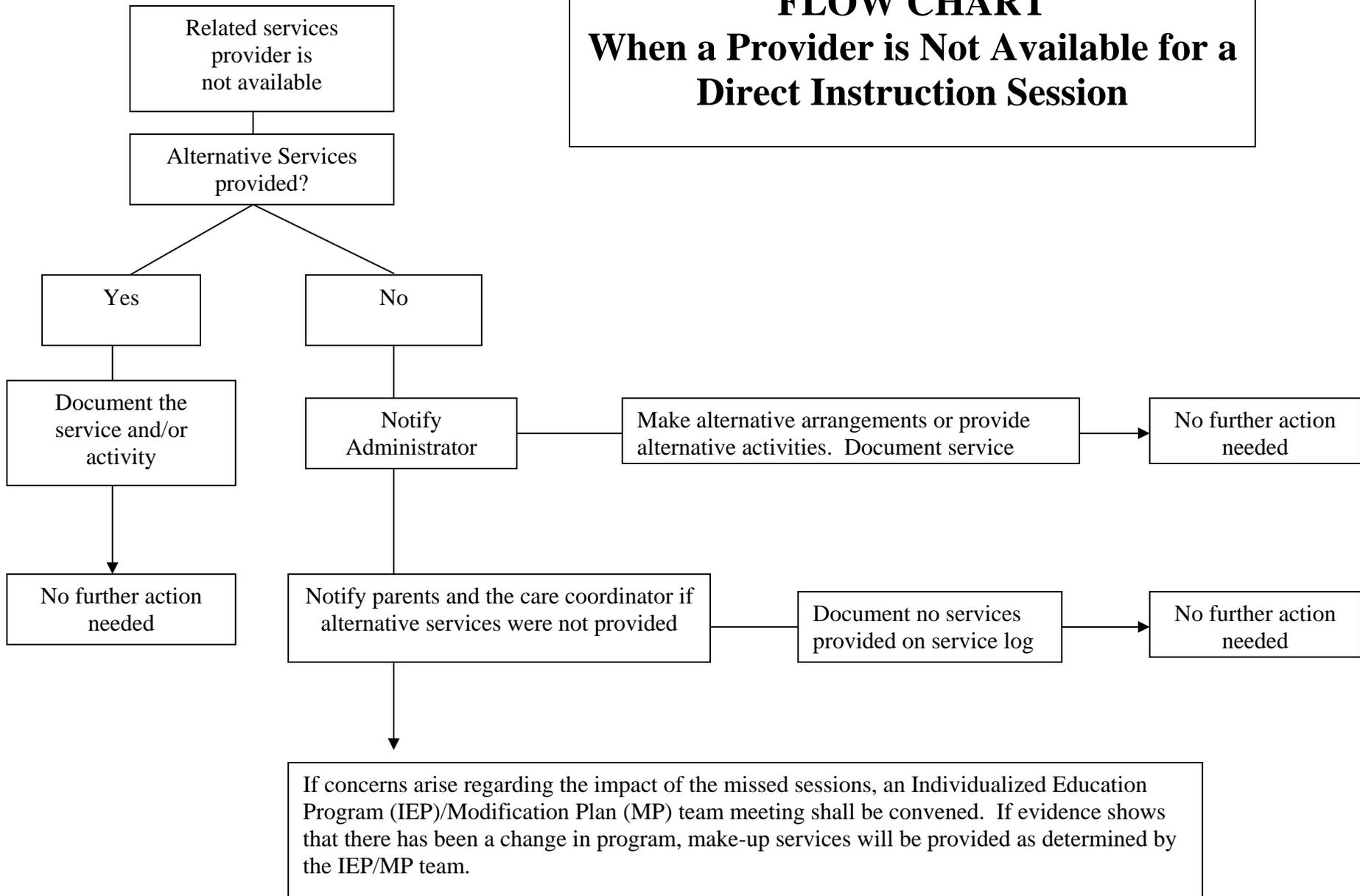
## Definition of Terms

|                         |  |
|-------------------------|--|
| <b>Related Services</b> | <p>Services provided to enable the student to benefit from his/her educational program. These services must be integrated into the curriculum to achieve student outcome in a relevant and efficient manner.</p> <p>All services must be fluid, promoting access to the general curriculum. Examples:</p> <ul style="list-style-type: none"><li>• Direct instruction to teach or assess skills</li><li>• Ongoing observation of student in various settings to gauge progress and generalization</li><li>• Collaboration/planning with individuals who will implement strategies or activities that are appropriate for the student</li><li>• Consultation with others to discuss the student's progress and to adjust his/her program as needed</li></ul> <p>When teaching a new skill, direct instruction is necessary. When the student needs to practice and generalize the skills, you will need to do more observation and consultation with teacher, aides, etc. to teach them how to adjust for the student. One must base their service time on student needs, a prediction of how quickly student will learn the new skill, and when you will be introducing new skills to be taught. This is where professional judgment comes into play.</p> |
| <b>Missed Session</b>   | <p>A session when the related service provider is absent <b>and alternative service(s) were not provided.</b></p>  |

|                                    |   |
|------------------------------------|---|
| <p><b>Alternative Services</b></p> | <p>Services planned as an alternate means to address the Individualized Education Program (IEP) goals and objectives. These services are usually discussed at IEP team meetings and addressed in IEP meeting notes section. Alternative Services include:</p> <ul style="list-style-type: none"> <li>• <b>Alternative activities:</b> may include worksheets or tasks related to IEP/Modification Plan (MP) objectives for home/classroom; strategies for teacher/paraprofessional to implement.</li> <li>• <b>Alternative arrangements for caseload coverage:</b> may involve sessions provided by the paraprofessional, alternate provider, extended sessions, or adjusted scheduling.</li> </ul> |
| <p><b>Change in Program</b></p>    | <p>When a student's progress on goals and objectives are significantly impacted due to missed sessions. Change in program must be determined by the IEP/MP team.</p>  |
| <p><b>Make-up Services</b></p>     | <p>Compensatory services planned after sessions are missed. Make-up services are available when alternative services were not provided and will be offered when missed sessions constitute a change in program.</p>   |

# FLOW CHART

## When a Provider is Not Available for a Direct Instruction Session



|   |  |
|---|--|
| <p><b>Alternative Services WERE provided for anticipated or unanticipated absence.</b></p>  | <p>When a related services provider is absent, and alternative services were provided, documentation must be made in eCSSS Service Log. No further action is needed.</p>   |
| <p><b>Alternative Services NOT provided and concerns arise.</b></p> <p>Parental Notification</p> <p>Concerns</p> <p>Change in program</p> <p>Make-up services</p> | <p>If a session was missed and alternative services were not provided:</p> <ol style="list-style-type: none"> <li>1. the provider shall notify the administrator, and</li> <li>2. the administrator will notify the parent or make alternative arrangements.</li> </ol> <p>Reasonable efforts shall be made to notify the parent of the related service provider’s absence and services that were not provided. The parent may be informed of the missed services by letter, communication journal, email or telephone.</p> <p>If concerns arise regarding the missed sessions, an IEP/MP team meeting will be convened to discuss the impact of the missed sessions on the student’s educational progress.</p> <p>If it is determined that the missed sessions contribute to a change in program, the IEP/MP team shall determine make-up services.</p> <p>The amount of missed sessions that results in a change in program and warrants make-up services must be determined for each related service by the IEP/MP team. The amount is based on individual need and the impact made on educational progress. To make this determination, the IEP/MP team shall consider factors such as the:</p> <ul style="list-style-type: none"> <li>• extent to which related services goals and objectives are integrated into the student’s curriculum and daily activities, and are reinforced by teachers, paraprofessionals, parents and others who interact with the student,</li> <li>• cumulative time of therapy missed,</li> <li>• frequency and pattern of therapy missed, and</li> <li>• other educational services provided during the time period of the missed session.</li> </ul> |

|  |   |
|--|---|
| <p><b>Alternative Services NOT provided and no concerns arise.</b></p> <p>Parental Notification</p> <p>Documentation</p>                 | <p>If a session was missed and alternative services were not provided:</p> <ol style="list-style-type: none"> <li>1. the provider shall notify the administrator, and</li> <li>2. the administrator will notify the parent or make alternative arrangements.</li> </ol> <p>Reasonable efforts shall be made to notify the parent of the related service provider's absence and services that were not provided. The parent may be informed of the missed services by letter, communication journal, email or telephone</p> <p>Document in eCSSS Service Log as a missed session. No further action is required.</p> |
| <p><b>Alternative Services NOT provided and administrator decides that alternate services will be provided.</b></p> <p>Documentation</p> | <p>If a session was missed and alternative services were not provided:</p> <ol style="list-style-type: none"> <li>1. the provider shall notify the administrator, and</li> <li>2. the administrator decides to make alternative arrangements or provide alternative activities.</li> </ol> <p>Document services in ecSSS Service Log as an Alternate Activity or Alternative Arrangement.</p>   |

## DOCUMENTATION AND CLARIFICATION OF SERVICES

A verbal explanation of the services is required. The explanation should be individualized for each student. A service delivery should change as the student needs change. Documentation of services quarterly allows the provider to flexibly provide services based on student needs. If the team will be “fading” services, in other words, beginning intensively and gradually fading out services as behaviors or skills improve, a brief explanation of the plan should be stated in the clarification of supports and services should be provided (e.g. explanation of services starting off intensively – daily services moving into once a month services in the least restrictive environment as the student acquires skills. )

| Considerations   | PLEP            | Transition Services | Standards and Goals        | Services         | ESY      | Statewide Assessment | LRE         | Actions |
|--|-----------------|---------------------|----------------------------|------------------|----------|----------------------|-------------|---------|
| <b>Special Education and Related Services</b>  |                 |                     |                            |                  |          |                      |             |         |
| Service  | Projected Start | Projected End       | Frequency                  | Location         | ESY      | Inactive             | New Service |         |
| Special Education  | 08/10/2007      | 08/09/2008          | 1740 mins 1 times per Week | General Ed./SPED | No       |                      | X           |         |
| Speech/Language Therapy  | 03/12/2008      | 03/12/2009          | 500 mins per Quarter       | General Ed./SPED |          |                      | X           |         |
| <input type="button" value="Add"/> <input type="button" value="Edit"/> <input type="button" value="Delete"/> <input type="button" value="Inactivate"/> |                 |                     |                            |                  |          |                      |             |         |
| <b>Supplementary Aids and Services - Program Modifications and Supports for School Personnel</b>   |                 |                     |                            |                  |          |                      |             |         |
| Service  | Projected Start | Projected End       | Frequency                  | Location         | Inactive | New Service          |             |         |
|  |                 |                     |                            |                  |          |                      |             |         |
| <input type="button" value="Add"/> <input type="button" value="Edit"/> <input type="button" value="Delete"/> <input type="button" value="Inactivate"/> |                 |                     |                            |                  |          |                      |             |         |
| <b>Clarification of Supports and Services</b>  |                 |                     |                            |                  |          |                      |             |         |

## FREQUENTLY ASKED QUESTIONS:

| Provision of Services  | Answer   |
|--|--|
| <p>What is the difference between “alternative arrangements” and “make-up services?”</p>                       | <p>Refer to Definition of Terms on pages 1 and 2.<br/>                     Alternative arrangements may involve adjustments in the service provider’s schedule or the service provider has made arrangements to have someone else provide services.<br/>                     Make-up services are compensatory services planned after sessions are missed and are offered only after the IEP team has met and determined that the missed sessions constitute a change in program.</p>  |
| <p>What should I do when my student is unavailable due to a field trip, assembly, testing, etc.</p>            | <p>This lawsuit addresses the situation when the related services provider is absent, NOT the student.<br/>                     However, these instances, (when other school activities conflict with service time) should be discussed at the IEP meeting. Best practice is that the student should be involved in general education activities with their peers, as this gives the student the opportunity to practice skills in other environments and situations. Services prior to the activity may involve preparing the student for the upcoming event by role playing appropriate behaviors, describing what one will see, etc. Similarly, following the activity, services would involve follow-up activities which are related to the event.</p> |
| <p>What happens if you planned to provide alternative services and the student is absent on the given day?</p> | <p>You did your best to provide the service. Document on eCSSS (comment section) that alternative services were to be delivered but that the student was absent.</p>   |
| <p>What happens if a student refuses services?</p>   | <p>This needs to be addressed via the IEP meeting, with the student involved and being a part of the decision making process. Decisions regarding the continued need for services, motivation, or a change in the method of service delivery are some of the issues that need to be addressed.</p>   |

| <b>Provision of Services (continued)</b>  | <b>Answer (continued)</b>  |
|---|--|
| Can I provide the student with extra time during sessions before and/or after an anticipated absence?     | Yes, that is a good example of an alternative arrangement.   |
| Can I provide the student with extra time during sessions in case of a future absence?                    | No. You are infringing upon the student's Least Restrictive Environment. Remember pulling a student out for services, is the most restrictive environment, which is appropriate at times. To go beyond what the IEP team has determined as the amount of time a student spends in special education vs. general education curriculum is not addressing the needs of the student. Furthermore, if the student consistently needs extra time, this should be brought up at the IEP team meeting because you are saying that the student has more needs than originally determined. |
| What if school personnel refuses to allow access to a student during his/her scheduled time?              | It would be best to discuss the conflicting schedule with all parties involved, including the principal.   |
| What can we do when we are not allowed to pull a student due to specific whole school programs (reading)? | Together teacher and provider should think of ways to integrate services into the classroom curriculum. It is critical that everyone remember that special education and related services are provided to students with disabilities to ensure access to the general education curriculum.   |
| What if the teacher is resistant to the integrated approach of services?                                  | Communicate and relate. It is critical that team members establish good working relationships and communicate their roles and responsibilities. When this is spelled out, everyone will see how the integration of services meets the needs of the students in an efficient and effective manner.  |
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| <b>Notification</b>   |   |
| Who should I notify if I am sick?   | Follow your district/school policy for notification of absences.  |
| When I plan to attend a professional development session, who should be notified?   | It is the responsibility of the service provider to notify teachers, administrators, parents, and students as appropriate.  |
| When and how should I notify the parent(s) of a missed session?   | Some students have communication books, which are sent home daily. If the teacher writes a note (e.g. no speech today), that is appropriate. If this is not the case, you should notify parents (of the missed session) upon your return, within a reasonable period of time.   |
| <b>Frequency of Services</b>  |   |
| What are the benefits of documenting the frequency of services on a quarterly basis instead of a weekly or monthly basis? (e.g. 360 minutes per quarter versus 40 minutes per week) | It builds flexibility into the schedule to meet the continuum of the students' needs. The amount of time for each student may change as the student progresses; therefore, building flexibility into the schedule looks after the best interest of the student.   |
| Does this mean we need to meet every quarter?   | No. The frequency of services is just stating the number of minutes the student will be seen every quarter.   |
| What if the school is on a trimester schedule?  | Adjust the calculation of minutes as appropriate. A trimester is 12 weeks of instruction per grading period.  |
| How do I document frequency for Extended School Year (ESY)?   | ESY is not addressed in these guidelines and should be addressed as a separate issue.   |
| <b>Continuum of Services</b>  |   |
| How can I start to educate the parent(s) and other school personnel about the continuum of services?  | Explain to team members that services are always based upon the needs of the student. A student will not remain the same from the first day he is seen to the last day of the school year...he/she will change; therefore, how services are provided will change. The way services are delivered when intense instruction is needed looks very different from services when a student is in the generalization stage of remediation. To meet the needs of the student, services should also be fluid and allow for these changes. |
| How do I document the continuum of services?  | Suggested wording is provided on page 6 of these guidelines   |

| Continuum of Services (continued)   | Answer (continued)  |
|---|---|
| How do we breakdown the continuum of services on the IEP grid?  | In the IEP grid the amount of service time is documented. How services are provided should be explained in the “Meeting Information and Notes” section. Explain to parents that when teaching a new skill, direct instruction is necessary. When the student needs to practice and generalize the skills, you will need to do more observation and consultation with teacher, aides, etc. to teach them what how to adjust for the student. One must base their service time on student needs, a prediction of how quickly student will learn the new skill, and when you will be introducing new skills to be taught. This is where professional judgment comes into play. |
| <b>Documentation</b>  |   |
| For instructions on <b>ISPED documentation</b> , refer to the handouts on creating individual visit records and using the group visit record feature. |   |
| How do I document next projected visit date?  | It is the next date that you will actually see the student. If the next projected visit date is a holiday, do not list that date, list the next scheduled day that you will be providing a service to the student. NOTE: This date is critical because it is used for the Gap Report that looks at this projected date -- if there is no subsequent visit record with a date within 30 days from this projected date, it will be considered as a gap in service.  |
| How should I document for general strategies given in the classroom where I service a group of students?  | Usually similar strategies are utilized for several students. However, the result that you are looking at should be individualized. All team members should understand what is expected for each student and in what context. Therefore, documentation is the time expended for each student. If the strategy is geared toward just one student, but can be helpful for all, the documentation is just for the individual that is being addressed.  |
| Are documentation of notes, report writing, progress reports, etc. counted as services to the student?  | Not at this time.   |