

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

Request for Proposals

RFP No.: RFP F11-124 Behavioral Instructional Support Services (Statewide)

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

BEHAVIORAL INSTRUCTIONAL SUPPORT SERVICES

The Department of Education (the “**DOE**” or the “**Department**”), School Based Behavioral Health Services Section (“**SBBHS**”) is requesting proposals from qualified providers to Provide behavioral instructional support services (“**BISS**”) to eligible students who are in need of such services. Services should combine educational and behavioral approaches in providing time limited interventions designed to assist students to effectively access the general education curriculum. The contract term will be from July 1, 2011 through June 30, 2012. Multiple contracts may be awarded under this request for proposals (“**RFP**”).

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 (HST), 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 at 94-275 Mokuola St, Rm 200, Waipahu, Hawaii 96797, telephone: (808) 675-0130, email: < 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> <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 04/18/2011
Provider selection	04/19/2011
Notice of statement of findings and decision	04/25/2011
Contract start date	07/01/2011

II. Website Reference

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

For	Click
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 (“ HAR ”) 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)

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

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

OCISS, Special Ed. Section

475 22nd Avenue, Bldg. C, Room 102

Honolulu, Hawaii 96816

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:** 04:30 pm to 6:30 pm, HST

Location: OCISS Annex, Conf. Rm. 264A, 475 22nd 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.

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

<u>Abbreviation/Acronym</u>	<u>Description</u>
ADA	Americans with Disabilities Act
APRN	Advanced Practice Registered Nurse
BISS	Behavioral Instructional Support Services
BSP	Behavioral Support Plan
CAS	Complex Area Superintendent
CSSS	Comprehensive Student Support System
DES	District Educational Specialist
DOE	Department of Education
DSM IV	Diagnostic and Statistical Manual of Mental Disorders, 4 th Edition
eCSSS	Electronic Comprehensive Student Support System
ESY	Extended School Year
FBA	Functional Behavioral Assessment
FERPA	Family Educational Rights and Privacy Act
GSS	General Supervision and Support
HAR	Hawaii Administrative Rules
HST	Hawaii Standard Time
IDEA-2004	Individuals with Disabilities Education Improvement Act -2004
IEP	Individualized Education Program
MP	Modification Plan
POS	Purchase of Service
OCISS	Office of Curriculum, Instruction and Student Support
QAP	Quality Assurance Plan
QAIP	Quality Assurance Improvement Plan
RFI	Request for Information
RFP	Request for Proposal
SBBH	School Based Behavioral Health Services
SPO	DOE Procurement Office
SSC	Student Services Coordinator
SSP	Student Service Plan
SVF	Service Verification Form
USPS	United States Postal Service

I. Introduction

A. Overview, purpose or need

The purpose of this RFP is to solicit private providers (agencies and/or individuals) interested in providing intensive behavioral and educational services through the school-based behavioral health and education models within the Comprehensive

Student Support System (“CSSS”). The DOE anticipates the need to develop contracts to provide personnel, when the DOE does not have the personnel capacity, for students who are exhibiting a combination of severe social, communication and behavioral deficits. For the purposes of this RFP, severe is defined as two or more standard deviations below the mean on standardized instruments that are designed to assess social, communication and behavioral deficits.

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 22nd 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 such as those exhibiting a combination of severe social, communication, and behavioral deficits are provided within the context of CSSS. As part of an integrated programmatic approach, these services are designed to provide support to assist schools in supporting students to successfully engage in standards-based educational opportunities and access to the general education curriculum through over-coming individual barriers to learning. Provision of services under this RFP is intended to enable the student to meet his/her annual goals and objectives on the student’s IEP/MP.

This service is not intended to supplant non-educational services (e.g., respite care, personal assistance care or other community resources) the student or family may access.

D. Description of the target population to be served

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

In Hawaii, approximately 1,500 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 the personnel capacity to provide this service, the need for contracting for this service may decrease.

E. Geographic coverage of service

The services are sought across the State. Refer to Section 3 POS Proposal Applications for specific requirements for submitting proposals by district(s) and complex(es).

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 school based services approximates \$6 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 multiple awards: Successful applicants must first meet all the requirements specified by the DOE in this RFP. The criteria for multiple awards include, but is not limited to the following:

The score of 80 points or higher, 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.

B. Work Activities

The proposal application should address how the proposed plan and services would support service delivery of school-based services within the least restrictive environment.

The proposal application should address in detail, how services for a student will be transferred between providers and DOE employees or other agencies when a provider can no longer perform the services.

The applicant should also submit documentation and evidence of collaborative relationships with schools, complexes, districts, other individual providers and community agencies including the Children’s Community Councils.

In the event that an applicant intends to integrate services with schools, agencies, and other DOE contracted providers, applicants presuming to utilize any community assets, staff, facilities, or instructional resources, including those of the DOE, should submit documentation of any agreements with the relevant organizations/agencies confirming the applicant’s intent to participate in service delivery in the event the applicant is successful and awarded a contract.

Refer to Exhibit A, Service Requirements and Activities, 5.2 through 5.5 for the following services:

1. **BEHAVIORAL INSTRUCTIONAL SUPPORT SERVICES**
 2. **PARENT EDUCATION/PARENT TRAINING**
 3. **EDUCATIONAL TEAM PLANNING AND PARTICIPATION**
 4. **COURT/DUE PROCESS HEARING TESTIMONY**
- 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

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

6. Coordination of services

Please 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 notes, files and documents, in any form, relevant and important to the transfer of services between and among providers and DOE.

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 that are above the amounts set forth in the DOE Rate and Cost Summary Worksheet.

This RFP seeks to purchase services on an as needed basis. The applicant should establish a reasonable estimate of the maximum number of service units it can provide for which there is sufficient operating capacity (e.g., adequate, planned and budgeted space, equipment, staff, etc.). Applicants should provide a maximum number of units they can deliver for each geographic area by level of care to assist the DOE in determining applicant's capacity to serve. (Note: "Maximum" should reflect the maximum number of students that an agency has the capacity to service.)

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 must be submitted in a three ring binder.*
- *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.

Applicant shall also include name of references, address(es), e-mail address(es) and telephone numbers. The DOE reserves the right to contact references to verify experience.

The applicant shall 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.

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 or MP. Applicant responses should seek to 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 related 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 (e.g., 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's 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, 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 transition of services, including the storage, retrieval and transmission of any notes, files and documents, in any form, relevant and important to the transition 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 how applicant's approach to applicable service delivery and management requirements including a work plan of all service activities and tasks to be completed, related work assignments/responsibilities and timelines/schedules best accomplishes the DOE's plan for service delivery.

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.

Applicants shall provide services for all schools within the district(s) they propose to serve, including those schools in remote complex areas. Pay particular attention to the district's definition of geographic area. For a list of schools within each district, go to: < <http://nssb.k12.hi.us/cgi-bin/clinks/main.cgi> >

Table 1: Anticipated Hours Needed, by District for Behavioral Instructional Support Services

Type of Service	Honolulu District	Central District	Leeward District	Windward District	Hawaii District	Maui District	Kauai District
Behavioral Intervention Support Services	18,000	17,863	10,000	6,027	25,000	4,000	6,092
Parent Education/Parent Training	2,300	948	746	90	600	0	900
Education Team Planning	600	10	293	472	35	25	360
Court/Hearing Testimony	15	0	25	6	0	0	0

V. Financial

A. Pricing Structure

Applicant shall submit a cost proposal utilizing the pricing structure designated by the state purchasing agency. The cost proposal shall be attached to the Proposal Application.

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 that are above the amounts set forth in the DOE Rate and Cost Summary Worksheet.

This RFP seeks to purchase services on an as needed basis. The applicant should establish a reasonable estimate of the maximum number of service units it can provide for which there is sufficient operating capacity (e.g., adequate, planned and budgeted space, equipment, staff, etc.). Applicants should provide a maximum number of units they can deliver for each geographic area by level of care to assist the DOE in determining applicant's capacity to serve. (Note: "Maximum" should reflect the maximum number of students that an agency has the capacity to service.)

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 (**i.e., total budget for all services across all districts**). Applicants should use the additional columns for each specific service they are applying for to reflect the associated costs in delivering that service (**i.e., total budget by each service specification-BISS, Ed Team Planning, etc.**). 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) 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.

Applicants who meet all requirements based on the rating listed in this section 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.***

Qualified applicants will be placed on DOE's School Based Services Qualified Providers List. Services will be procured from the contracted agencies on an as needed basis, and any referrals will be determined by the applicable SSC or designated representative. Selection will be based upon various factors including the applicant's responsiveness to the RFP, quality of providers, specific expertise, and fit of the provider, and the needs and interests of the DOE.

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

<u>Evaluation Categories</u>	<u>Possible Points</u>
<i>Administrative Requirements</i>	<u><i>Pass or Rejected</i></u>
 <i>Proposal Application</i>	 100 Points
Program Overview	0 points
Experience and Capability	18 points
Project Organization and Staffing	20 points
Service Delivery	55 points
Financial	07 Points
 TOTAL POSSIBLE POINTS	 100 Points

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 IDEA-2004, Section 504, Subpart D, in assisting students to make progress on all identified service goals and objectives.

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 evidence-based interventions and in working with the target population. **[3 points]**
- The experience and capacity of its direct service personnel and their knowledge or expertise in evidence-based interventions and 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. [**3 points**]
- Demonstrated capability to coordinate services with other agencies and resources in the community. [**1 point**]

(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 ensure 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. [**1 point**]
- 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. [**5 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)

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 or keep the DOE apprised of service gaps. [**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 provider absences. [**2 points**]
- The response should address how the applicant will service the remote or out-lying areas in the proposed school district(s) and ensure services will be available throughout the district(s). [**2 points**]
- For each service, it should be clearly detailed how the tasks will be accomplished in a manner that will demonstrate progress towards meeting service plan 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 transfers. [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 service plan goals and objectives. [5 points]
- Description of how applicant's providers will collaborate and problem solve with classroom teachers and other DOE personnel that are involved with the student.. [5 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 point]
- 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

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
General:				
Proposal Application Identification Form (SPO-H-200)	Section 1, RFP	SPO Website*	X	
Proposal Application Checklist	Section 1, RFP	Attachment A	X	
Table of Contents	Section 5, RFP	Section 5, RFP	X	
Proposal Application (SPO-H-200A)	Section 3, RFP	SPO Website*	X	
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*	X	
SPO-H-205A	Section 3, RFP	SPO Website* Special Instructions are in Section 5		
SPO-H-205B	Section 3, RFP,	SPO Website* Special Instructions are in Section 5		
SPO-H-206A	Section 3, RFP	SPO Website*	X	
SPO-H-206B	Section 3, RFP	SPO Website*	X	
SPO-H-206C	Section 3, RFP	SPO Website*	X	
SPO-H-206D	Section 3, RFP	SPO Website*	X	
SPO-H-206E	Section 3, RFP	SPO Website*	X	
SPO-H-206F	Section 3, RFP	SPO Website*	X	
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*		
Certifications:				
Federal Certifications		Section 5, RFP		
Debarment & Suspension		Section 5, RFP	X	
Drug Free Workplace		Section 5, RFP	X	
Lobbying		Section 5, RFP	X	
Program Fraud Civil Remedies Act		Section 5, RFP	X	
Environmental Tobacco Smoke		Section 5, RFP	X	
Program Specific Requirements:				
Most Recent Financial Audit			X	

Authorized Signature

Date

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	E. Program Specific Requirements	

WAGE CERTIFICATE

Subject: Project No. RFP F11-124

Description of Project: _____

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.

Signature of Authorized Certifying Official	Title
Applicant Organization	Date Submitted

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, at-risk, or institutionally confined. Applicable Federal and State statutes and regulations govern the provision of some behavioral health services (e.g., 34 .F.R. Section 300 and Hawaii Administrative Rules Chapter 60 and 61).

In accordance with the Individuals with Disabilities Education Improvement Act of 2004 (“**IDEA**”) and Section 504 – Subpart D of the Rehabilitation Act of 1973 (as amended), the Department of Education strives to provide an integrated educational model for students with disabilities to realize reasonable benefits from their education.

The PROVIDER shall provide Behavioral Instructional Support Services within the Comprehensive Student Support System (“**CSSS**”).

Services should 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, 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 Behavioral Instructional Support 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) or HAR sections 8-61-1 to 8-61-17 (or subsequent revisions) **and either:**

3.1.1. The student has an IEP developed under criteria described in HAR Chapter 60, that is, the student is eligible for services under the criteria set forth in

HAR Chapter 60 and the student needs special education and related services because of the disability; **or**

- 3.1.2. The student has a MP developed under criteria described in HAR Chapter 61, that is, the student is eligible for services under HAR Chapter 61 criteria and the student needs a modification plan 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 or is suspected of having a disability.

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 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.
- 4.1.1.3. Individuals with any of these qualifications can provide supervision to persons delivering services under this Contract:
 - 4.1.1.3.1. An individual who possesses a Doctorate of Philosophy, or Education with a specialty in the area of special education, or Psychology, or Speech Pathology and having at least one year (1) of experience working with students with special needs in an educational setting and have knowledge and experience of behavioral/instructional approaches for the target population;

OR

- 4.1.1.3.2. An individual who possesses a Masters Degree in Education with a specialty in the area of special education, or Psychology, or Speech Pathology and having at least five (5) years of experience working with students with special needs in an educational setting and have knowledge and experience of behavioral/instructional approaches for the target population;
- OR
- 4.1.1.3.3. A current Hawaii-licensed psychiatrist; board certified by the American Board of Psychiatry and Neurology (“**ABPN**”); or board certified in Child/Adolescent Psychiatry;
- OR
- 4.1.1.3.4. An individual who possesses a current Hawaii license in Psychology, Social Work, Marriage and Family Therapy (“**LMFT**”) having at least three (3) years of experience in behavioral/instructional approaches for the target population;
- OR
- 4.1.1.3.5. An individual who Possesses Social Work Certification, or is a Diplomate in Clinical Social Work (“**DCSW**”) or Board Certified Diplomate (“**BCD**”) and having at least three (3) years of experience in behavioral/instructional approaches for the target population;
- OR
- 4.1.1.3.6. An individual who possesses a current Hawaii license and certification to practice as an Advanced Practice Registered Nurse (“**APRN**”) and having at least three (3) years of experience in behavioral/instructional approaches for the target population;
- OR
- 4.1.1.3.7. A Current Hawaii-licensed Mental Health Counselor, as of 2005, and having at least three (3) years of experience in behavioral/instructional approaches for the target population.
- 4.1.1.4. It is expected that Behavioral/Instructional Support Services personnel (agency staff or subcontracted) shall receive, at a minimum, two (2) hours per month of supervision – one (1) hour of which must be individual supervision. One (1) of the two (2) hours of supervision may be group supervision. All supervision must be documented in their personnel files with date, place, length of time of session, topics discussed and the name of the individual providing supervision. Upon a request from the

STATE, the PROVIDER must provide the requested supervision documentation within two (2) working days from the request.

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 > and the council for Higher Education Accreditation at < 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

- 4.1.4.1. 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:**
 - IDEIA-2004 and HAR Chapter 60 and 61 (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:**
 - IDEIA-2004 and HAR Chapter 60 and 61 (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 Bachelors, or Masters 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 documentation of each training session or professional development session. 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.

All training documentation shall include, at a minimum:

- The name of the training or professional development;
- A description of topics covered;
- The name and credentials of the individual providing the training;
- Date, place and length of time of session;
- Signature on an official registration sheet by each direct services staff member, including sub-contracted personnel;
- A record for each direct services staff member, including sub-contracted personnel, must be kept in his/her credentialing file; and
- The PROVIDER shall maintain a master record of all training and professional development activities.

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/MP 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

In most cases, the STATE shall provide facilities used for the provision of services described and considered in this Contract. Nonetheless, 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.

4.3.2. 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 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/MP goals and objectives are reflected in the Student Service Plan 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 STATE 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 ("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 or MP and Hawaii Content and Performance Standards III (or other performance standards specified by the STATE).
 - 5.1.1.2. 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.

- 5.1.1.2.1. In cases where a student moves from a district in which the PROVIDER has entered into a valid contract agreement with the STATE to another district that does not hold a contract agreement with the STATE, the STATE may require the PROVIDER to continue and if required, the PROVIDER shall continue servicing the student during an appropriate transfer period as identified by the STATE.
- 5.1.1.2.2. During the transfer period, the PROVIDER shall invoice the STATE for services rendered according to the Compensation and Rate Schedule for the district in which the PROVIDER has a valid contract agreement.
- 5.1.1.3. Provide services according to time and frequency parameters specified by the IEP/MP and authorized by the STATE. In no event shall the provision of services exceed the time or units authorized. In the event the IEP/MP is silent as to time and frequency of service, 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 or MP.
- 5.1.1.4. Provide services at the student's school, or at a site identified as best suited to address IEP/MP Goals and Objectives. The STATE has final determination of the location of the delivery of service.
- 5.1.1.5. Sign in at the school office when entering a school campus and sign out when leaving a school campus.
- 5.1.1.6. A Service Verification Form must be completed and submitted every two (2) weeks or STATE stipulated timeline to the IEP/MP Care Coordinator or designated STATE personnel for all services delivered.
- 5.1.1.7. Wear appropriate identification when visiting a school campus.
- 5.1.1.8. Maintain appropriate levels of contact (as specified per service) with school staff and families, as directed by the school.
- 5.1.1.9. Make contact with the school staff and/or student/family within one (1) week of authorization of services and be able to initiate service within two (2) weeks of authorization of services.
- 5.1.1.10. Engage in the timely scheduling of appointments, processing of documents, and participation in conference meetings.
- 5.1.1.11. 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/or behavioral deficits.
- 5.1.1.12. Participate in the General Supervision and Support process at the request of the STATE.

- 5.1.1.13. Participate in student specific meetings when requested by the STATE. Student specific meetings may be held for the purpose of discussing the student's progress or lack thereof and/or changes in the Student Service Plan between the STATE, providers and if applicable, parents. This is an included cost of the underlying service.
- 5.1.1.14. Provide information to the STATE or IEP/MP teams on the PROVIDER's services within two (2) working days of a request by the STATE.
- 5.1.1.15. Adhere to all STATE guidelines relating to specific programs and activities, such as water-related activities.

5.2. Behavioral Instructional Support Services (“BISS”)

5.2.1. Service Description

- 5.2.1.1. Behavioral instructional support services should be considered an intensive intervention. It is expected that behavioral/instructional strategies shall be utilized to promote student growth toward meeting identified IEP/MP Goals and Objectives and the Hawaii Content and Performance Standards III (or revisions).
- 5.2.1.2. Behavioral instructional support services includes working collaboratively with the classroom teacher and classroom paraprofessionals to: (1) develop the student's monthly service plan; (2) develop an FBA or BSP, if necessary; (3) instruct STATE personnel in the leading and directing of activities of the paraprofessionals **or** leading and directing the activities of paraprofessionals when STATE personnel are unavailable; and (4) assist with the collection, aggregation and analysis of student data.

5.2.2. Service Operations

- 5.2.2.1. Behavioral instructional support services involves working collaboratively with the STATE and all members of a student's educational team. It shall not include the provision of direct services to a student, unless otherwise approved by the STATE.
- 5.2.2.2. Teaming and collaboration among instructional team members is critical in the development and implementation of appropriate educational services for students such as those exhibiting a combination of severe social, communication and behavioral deficits. The BISS professional shall work collaboratively with the classroom teacher or contracted service paraprofessional and all other members of a student's educational team. It is expected that the BISS professional shall communicate directly with the STATE regarding any issues that may affect or impact the student's progress

- including but not limited to changes in the student's monthly service plan, student progress or lack thereof. It is the STATE's responsibility to communicate information regarding the student to the parent, including topics such as program development, modifications to the monthly student service plan, and student progress.
- 5.2.2.3. In the event that it is not possible to meet the instructional needs of a student via one (1) contracted agency, the school administrator shall identify the roles of all parties. If there are paraprofessionals from multiple agencies, the BISS professional shall be responsible for communicating with each paraprofessional's supervisor(s) to ensure clear communication and coordination between this service and the services of the paraprofessional if they are working for different or multiple contracted agencies.
- 5.2.2.4. If the BISS professional has concerns over the directions given by the classroom teacher, the BISS professional shall inform his/her supervisor, who shall first bring the matter to the attention of the school administrator. Should the matter be unresolved at the school level, the BISS supervisor shall contact the appropriate DOE DES for assistance in resolving the issues. If the issue still cannot be resolved, it shall be taken to the Complex Area Superintendent ("CAS") who shall have the final decision making authority.
- 5.2.2.5. BISS should be provided during the school day. However, some service activities may require interventions that occur beyond typical school hours. All service activities conducted by the BISS professional during these times shall provide for the repetition and generalization of skills learned in the classroom and must be designed for delivery in an age appropriate setting with age appropriate activities. The setting shall be determined by STATE. It is expected that the BISS professional shall conduct service activities as determined by the STATE.
- 5.2.2.6. The BISS professional must have the ability to lead and direct paraprofessionals in various environments, such as schools, private homes, community, homeless shelters and street locations. However, service activities should be delivered at a site identified by the STATE as best suited to address the student's IEP/MP Goals and Objectives via the Student Service Plan ("SSP").
- 5.2.2.7. The STATE has the final determination of the location of the delivery of service. For all service activities provided in a private home, a parent, guardian, or caregiver (who must be at least eighteen (18) years of age) must be present for the duration of the session. Any other contracted service

professional or paraprofessional shall not be considered a parent, guardian or caregiver.

- 5.2.2.8. Any missed sessions by the BISS professional shall be reported verbally to the school administrator or designee before the session is missed or within twenty-four (24) hours of the missed session and shall complete a Sentinel Event/Incident Notification Form within as stated above and submit to the appropriate DOE DES.
- 5.2.2.9. BISS shall not include the transportation of the student. Transportation to and from required service activities is the responsibility of the STATE. The STATE shall not pay nor reimburse for transportation costs or mileage.
- 5.2.2.10. BISS shall include all of the following activities:
 - 5.2.2.10.1. Developing and evaluating a monthly student service plan
 - The BISS professional shall develop and draft a monthly SSP based on the student's IEP/MP Goals and Objectives in collaboration with the classroom teacher or care coordinator. The IEP/MP Goals and Objectives to be worked on shall be identified by the classroom teacher or care coordinator. The monthly SSP shall detail the skills to be reinforced, the behavioral/instructional strategies to be used across domains, and the data management strategy to be implemented by the STATE or contracted service paraprofessional on a daily basis. The monthly SSP shall also detail how skills taught by the STATE shall be reinforced and generalized. The SSP shall be completed and submitted to the classroom teacher within two (2) weeks of authorization of services.
 - The development of a monthly SSP involves the designing and implementation strategies for specific student interventions which may include but is not limited to the following:
 - Applied Behavioral Analysis intervention;
 - Structured Teaching techniques;
 - Physical modifications/changes to the classroom set-up or organization; and
 - Visual schedules or other supports.The monthly SSP must be given to the STATE each month.
 - The monthly SSP shall also include an appropriate transition plan for any anticipated change in services or intensity.
 - The BISS professional shall communicate the

written monthly SSP with all members of the student's instructional team, especially for paraprofessionals who are delivering services outside of the school day. The monthly SSP shall be implemented by the STATE or a contracted service paraprofessional, if one is procured.

- The BISS professional shall also be required to monitor the effectiveness of the monthly SSP. This monitoring shall include but is not limited to once a month (or more frequently as requested by the STATE) consultation with the classroom teacher, meeting with appropriate school personnel to discuss analysis of student specific data and specific issues/interventions related to student performance, or to make adjustments to the monthly SSP.

5.2.2.10.2. Leading and Directing a Paraprofessional(s)

- If requested by the STATE, the BISS professional may be required to assist with providing direct instruction and training of STATE or contracted service paraprofessional(s) in the implementation of the monthly SSP. BISS professionals may be required to lead and direct in an individual or a group setting. It is expected that the BISS professional shall observe the paraprofessional(s) while he/she/they is/are implementing the SSP no less than one (1) hour a month.
- After consulting with the classroom teacher, the BISS professional shall meet with the STATE and/or contracted paraprofessional(s) no less than once a month to conduct a student specific case review. This can be included as a part of the supervision requirements for the Paraprofessional.
- The BISS professional shall ensure that required student data is collected by the STATE and/or contracted paraprofessional. The BISS professional shall also review, aggregate and analyze the data on the student's progress once a month or more frequently if requested by the STATE and give to the classroom teacher once a month or more frequently if requested by the STATE. The BISS professional shall discuss with the classroom teacher the student's progress or lack thereof and provide suggestions on how to revise the monthly SSP to promote progress towards meeting the student's IEP/MP Goals and Objectives. Progress towards the targeted IEP/MP

Goals and Objectives are expected to result in the student's ability to function in a less restrictive environment with more natural support.

- Ensure that data shall be kept by the Paraprofessional on each goal and objective worked on during a particular day, for each student.
- Activities shall be appropriate to the student's age and developmental level.

5.2.3. Referral Criteria

The school administrator/DES has determined that the STATE does not have the personnel capacity to lead and direct the activities of a paraprofessional working with a student(s).

5.2.4. Authorization (Billable Hours)

5.2.4.1. Prior authorization of services by the STATE is required for this service

5.2.4.2. The procured unit rate reflects the time required for the following activities:

5.2.4.2.1. Developing and Evaluating a monthly SSP; and

5.2.4.2.2. Leading and Directing Paraprofessionals.

5.2.4.3. The following activities are not considered a billable event:

5.2.4.3.1. Unauthorized hours, hours outside of the IEP/MP designated hours or retroactive hours;

5.2.4.3.2. Any team/student meeting in which the STATE is not present;

5.2.4.3.3. Any team meeting that the STATE does not request or does not require the attendance of the BISS professional;

5.2.4.3.4. Any activity that is not educationally related and does not specifically address targeted IEP/MP Goals and Objectives;

5.2.4.3.5. Consultation about or leading and directing paraprofessional in any methodology that is not evidence-based or developmentally appropriate;

5.2.4.3.6. Corrections of reports or documents that the STATE has identified as inadequate;

5.2.4.3.7. Documentation or any service activity that is already an included cost of the service; and

5.2.4.3.8. Specific skill building for the paraprofessional, such as exposure to specific methodology needed to support a student. This is part the training responsibilities that must be completed prior to the paraprofessional being assigned to work with a student.

5.2.4.4. Note: Telephone contacts, documentation or reporting

requirements, and logistical planning/preparation shall be an included cost of the service. There is no payment for time spent on phone calls, travel time, wait time, no-shows, or cancellations.

5.2.4.5. Absence of any required documentation shall be constructive proof that the services did not occur and the amount billed shall be subject to refund.

5.2.4.6. Maximum Billable: As stated per the IEP/MP. (1 Unit = 5 Minutes; 12 Units = 1 Hour)

5.2.5. Continuing Service Criteria

Behavioral intervention support services must be of a time-limited basis and based on evidence-based instructional interventions conducive to success in meeting identified IEP/MP Goals and Objectives and the Hawaii State Content and Performance Standards III. In addition, the service should be aligned to and follow the identified IEP/MP Goals/Objectives as evidenced by collected data.

5.2.6. Completion of Service

Behavioral intervention support services is complete when the following are complete:

5.2.6.1. The student has met the objectives identified at the initiation of the service; or

5.2.6.2. The student has reached mastery level on their IEP/MP Goals and Objectives identified for this service; or

5.2.6.3. The student has not made measurable gains for one (1) or more quarters; or

5.2.6.4. The STATE determines the services of the PROVIDER are no longer necessary.

5.2.7. Staffing Requirements

5.2.7.1. It is a requirement that BISS professionals understand how to support differentiated curricula adapted to the social, communicative and behavioral needs of students. At a minimum, a BISS professional should have knowledge of, and experience in using, evidence-based instructional interventions including but not limited to applied behavioral analysis principles, discrete trial teaching, functional visual communication systems, structured teaching approaches and typical child development. Any additional training or consultative support needed by a BISS professional to support an individual student shall be the responsibility of his/her agency's supervisory and training infrastructure and shall be provided by the agency as an included cost of the service and provided prior to the BISS professional beginning work activities.

- 5.2.7.2. At a minimum, a BISS professional must have:
- 5.2.7.2.1. 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
 - 5.2.7.2.2. 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
 - 5.2.7.2.3. A Doctorate in Education or Psychology (PhD or PsyD), or a Doctorate degree in special education, or speech and language pathology, or psychiatry, 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
 - 5.2.7.2.4. Be a Licensed Mental Health Counselor in the State of Hawaii, 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
 - 5.2.7.2.5. Have a Bachelor's, or Master's or Doctorate degree and be a Board Certified Behavioral Analyst having at least three (3) years of direct experience working with a variety of students who are exhibiting severe social, communication and behavioral deficits.

5.2.8. Documentation

5.2.8.1. **A written Monthly Student Service Plan**

After collaboration and consultation with the classroom teacher, BISS professionals shall develop a written monthly SSP that details how the skills taught by the STATE shall be reinforced and generalized, what instructional strategies shall be utilized across domains and the data management strategy to be implemented on a day-to-day basis. The monthly SSP(s) shall follow the IEP/MP Goals and Objectives as identified by the STATE as targets for the provision of service. The initial plan should be completed within two (2) weeks following

authorization of the services in collaboration with the classroom teacher and a copy should be given to the classroom teacher.

5.2.8.2. **Progress Notes**

Documentation in the form of progress notes shall occur for every billable event, be submitted to the agency within forty-eight (48) hours after the event and documented in eCSSS or as otherwise required by the STATE. Documentation of service shall address:

5.2.8.2.1 Description of Service: Activity that describes the service provided: e.g., worked with teacher on student's service plan and discussed data.

5.2.8.2.2 Summary of the session: e.g., worked with paraprofessionals on implementing the student service plan, student responding to plan and making progress.

5.2.8.3. Progress notes for both in school and out of school services are required. The PROVIDER shall submit copies of the progress notes to the STATE at least two (2) weeks prior to the end of every school quarter if eCSSS documentation is not required and a paper process is used. In addition, the PROVIDER shall submit copies of the progress notes to the STATE within forty-eight (48) hours of written notice of a request for the notes. Absence of the progress note in eCSSS or paper documentation shall be constructive proof that the event did not occur and the amount billed subject to refund.

5.3. **Parent Education/Parent Training**

5.3.1. Service Description

The purpose of Parent Education/Parent Training is to educate parents or legal guardians (with whom the student resides) in understanding the special needs of their student who is exhibiting a combination of severe social, communication, and behavioral deficits and help parents acquire and practice the skills that shall allow them to support their student's educational progress.

5.3.2. Service Operations

Parent Education/Parent Training shall include all of the following:

5.3.2.1. The Parent Educator/Trainer shall develop a Parent Education Service Plan and/or Parent Training Service Plan that includes topics of instruction that shall address the education and/or training needs of the parent as identified by the IEP/MP team. The education and/or training service plan shall be completed and submitted to the classroom teacher within one (1) week following authorization of services. The STATE shall have final approval of any and all training plans.

5.3.2.2. The Parent Educator/Trainer shall contact the parent to initiate services after discussion with the STATE on the topics and/or areas

to be covered within one (1) week following the Parent Education Service Plan and/or Parent Training Service Plan approval by the STATE. Parent education and training may be delayed as an accommodation to the parent's schedule. It may be made available to parents within the typical work day as well as in the evenings or on the weekends. However, the Parent Educator/Trainer shall provide the service in accordance with the time and frequency as identified in the IEP/MP. Services may be delivered at the student's school, private home or community location.

5.3.2.3. The Parent Educator/Trainer shall also be required to monitor the effectiveness of the training or education plan. This monitoring shall include but is not limited to consultation with the classroom teacher, meeting with parent(s) or legal guardian(s) to discuss specific issues/interventions related to their progress or to make adjustments to the training or education plan. The Parents/Legal Guardians inability to acquire the skills/knowledge or lack of participation shall also be required to be documented. A Parent Education or Parent Training report shall be completed and submitted every month to the IEP/MP Care Coordinator. Failure to submit the monthly report and measurable outcome data shall be constructive proof that the event did not occur and any payments made shall be subject to refund.

5.3.2.4. The Parent Educator/Trainer shall not specify a particular service, program, provider, or eligibility status. All recommendations shall be supported by evidence-based research. Failure to adhere to this requirement shall result in the immediate removal of the Parent Educator/Trainer by the STATE.

5.3.3. Referral Criteria

The school administrator/DES has determined that the STATE does not have the personnel capacity to provide Parent Education/Parent Training.

5.3.4. Authorization (Billable Hours)

5.3.4.1. A billable event consists of face-to-face contact with Parents/Legal Guardians who are the recipients of the training.

5.3.4.2. Note: Telephone contacts, documentation or reporting requirements, and logistical planning/preparation shall be an included cost of the service. There is no payment for time spent on phone calls, travel time, wait time, no-shows, or cancellations.

5.3.4.3. Absence of any required documentation shall be constructive proof that the services did not occur and the amount billed shall be subject to refund.

5.3.4.4. Maximum Billable: As stated per the IEP/MP. (1 Unit = 5 Minutes; 12 Units = 1 Hour)

5.3.5. Continuing Service Criteria

Parent Education/Parent Training services must be of a time-limited basis and based on evidence-based instructional interventions. In addition, this service shall adhere to the parent training plan and result in progress as evidenced by collected data.

5.3.6. Completion of Service

Parent Education/Parent Training is complete when the following are complete:

5.3.6.1. Parent Education and/or Parent Training service plans have been implemented and completed; or

5.3.6.2. The STATE determines the services of the PROVIDER are no longer necessary.

5.3.7. Staffing Requirements

5.3.7.1. At a minimum, a Parent Educator/Trainer must have:

5.3.7.1.1. 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

5.3.7.1.2. 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

5.3.7.1.3. A Doctorate in Education or Psychology (PhD or PsyD), or a Doctorate degree in special education, or speech and language pathology, or psychiatry, 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

5.3.7.1.4. Be a Licensed Mental Health Counselor in the State of Hawaii, 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

5.3.7.1.5. Have a Bachelor's, or Master's or Doctorate degree and be a Board Certified Behavioral Analyst having at least three (3) years of direct experience working with a variety of students who are exhibiting severe social, communication and behavioral deficits.

5.3.8. Documentation

- 5.3.8.1. Prior to initial service contact, the Parent Educator/Trainer should have written information provided by STATE personnel in regards to which specific concept/skills a Parent/Legal Guardian is to receive training on.
- 5.3.8.2. Parent Education Service Plan and/or Parent Training Service Plan must include specific concepts/skills in which training is being provided and data shall be kept on the Parents/Legal Guardians' progress or lack of progress in acquiring the specific concepts/skills identified.
- 5.3.8.3. A Parent Education Monthly Report and/or Parent Training Monthly Report, including supporting data, shall be provided to the IEP/MP Care Coordinator on a monthly basis. The Parent Educator/Trainer shall be responsible for providing measurable outcome data to assess the effectiveness of this service. Absence of the training report and data shall be constructive proof that the event did not occur and the amount billed subject to refund.
- 5.3.8.4. Documentation of services in eCSSS if applicable. Documentation of service shall address:
 - 5.3.8.4.1. Description of Service: Activity that describes the service provided: e.g., worked with parent(s) on service plan.
 - 5.3.8.4.2. Summary of the session: e.g., worked with parent(s) on toilet training program as outlined in service plan, parent(s) responding to training and making progress on learning the toilet training program.

5.4. **Educational Team Planning and Participation**

5.4.1. Service Description

- 5.4.1.1. Educational Team Planning and Participation provides time for the provider to meet with the student's educational team members to develop, revise, and/or review an IEP/MP, or a Functional Behavioral Assessment ("FBA") or Behavioral Support Plan ("BSP"), at the request of the STATE. The provider shall not bring data and/or proposed IEP/MP Goals/Objectives for a student to an IEP/MP without first discussing/sharing it with the student's teacher and/or care coordinator.
- 5.4.1.2. Educational Team Planning and Participation shall include all of the following:
 - 5.4.1.2.1. Attendance at an IEP/MP or FBA/BSP meeting;
 - 5.4.1.2.2. Completion of an IEP/MP, or FBA/BSP, as needed, identifying goals, measurable objectives and

interventions based on student evaluation data;

5.4.1.2.3. Documented verification of attendance such as the Service Verification Form; and

5.4.1.2.4. Documentation shall occur for each meeting in the student's progress notes and documentation of services in eCSSS, if applicable. The narrative should include the topic discussed and the outcome of the provider's participation.

5.4.2. Service Operations

5.4.2.1. The provider shall ensure that adequate representation is available at the IEP/MP or FBA/BSP meeting at the request of the STATE.

5.4.2.2. Participation in education planning is documented in the student's IEP/MP.

5.4.2.3. Copy of the IEP/MP and FBA/BSP are included in the student's record.

5.4.3. Referral Criteria

5.4.3.1. The student has an IEP/MP; and

5.4.3.2. The STATE identifies that participation of the provider in the IEP/MP or FBA/BSP meeting would be educationally beneficial.

5.4.4. Authorization (Billable Hours)

5.4.4.1. Prior authorization of services by the STATE is required for each education planning meeting. The STATE identifies that participation of the provider in the education planning meeting would be educationally beneficial. If another agency, entity, or individual requests the provider's presence at the meeting, the STATE is not the procurement agency for that service.

5.4.4.2. **Educational Team Planning and Participation is billable only upon prior authorization from a school administrator affiliated with the IEP/MP team.**

5.4.4.3. Education planning meetings are limited to the actual time spent at the meeting. There is no reimbursement for travel time, wait time, or cancellations.

5.4.4.4. Maximum Billable: Limited to actual time spent at the meeting. (1 unit = 5 minutes, 12 units = 1 hour)

5.4.5. Completion of Service

The service is complete when both of the following are complete:

5.4.5.1. Participation at the education planning meeting is completed; and

5.4.5.2. Documented verification of attendance, such as the Service Verification Form, and any required documentation in eCSSS is completed.

5.4.6. Staffing Requirements

Participants shall meet the qualifications required for the particular level of care represented.

5.4.7. Documentation

Provider shall complete in eCSSS, documentation of services within forty-eight (48) hours of the date of service. PROVIDERS shall be required to input information into the eCSSS modules, if appropriate. 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/documentation utilizing a designated format. In the event a paper system is instituted, the same timelines for reports/documentation shall apply.

5.5. **Court/Due Process Hearing Testimony**

5.5.1. Service Description

5.5.1.1. Court/Due Process Hearing Testimony includes the provider's participation in a court hearing or due process hearing at the request of the STATE. This participation is in addition to a State representative's (i.e., Deputy Attorney General and/or STATE personnel) presence in court and is intended to ensure that the court has access to all relevant information needed.

5.5.1.2. Court/Due Process Hearing Testimony shall include all of the following:

5.5.1.2.1. Attending court or due process hearings as specifically requested by the STATE to present relevant educational data or other information needed.

5.5.1.2.2. Specific report writing by the provider is needed for court or due process hearing (SBBH Quarterly Progress Reports, Progress Notes, Clinical Evaluations, and other existing reports do not suffice). If a specific report must be submitted, the STATE may request that the provider complete specific documentation to assist in the writing of the report. The unit of service for the generation of the specific documentation is limited to a maximum of one (1) hour.

5.5.1.2.3. Recommendations are based on the presenting needs of the student. Recommendations shall not be accepted regarding specific services, placement, methodology, or persons (e.g., student requires day treatment).

5.5.1.2.4. Reports to be submitted to the STATE for review two (2) weeks prior to the scheduled hearing date.

5.5.1.2.5. Documented verification of attendance at a court or due process hearing by the STATE, such as a Service Verification Form.

5.5.2 Service Operations

- 5.5.2.1. Present testimony at the court hearing or due process hearing, as requested by the STATE.
- 5.5.2.2. The report, if requested, must be signed by the appropriate professional.
- 5.5.3. Referral Criteria
 - 5.5.3.1. Student has an IEP or MP;
 - 5.5.3.2. Student has a scheduled court hearing or due process hearing; and
 - 5.5.3.3. The STATE identifies that participation by the provider would be helpful to the court or hearings officer in understanding the student's case.
- 5.5.4. Authorization (Billable Hours)
 - 5.5.4.1. Prior authorization of services by the STATE is required for each court hearing or due process hearing session or event. Participation is limited to twenty-four (24) units. Specific rationale for exceeding the maximum units must be reviewed with school administrator or the DOE District Educational Specialist prior to the authorization of services.
 - 5.5.4.2. Maximum Billable = up to 24 units. (1 unit = 5 minutes, 12 units = 1 hour)
- 5.5.5. Completion of Service

Court/Due Process Hearing Testimony ends with the completion of the court hearing or due process hearing, or the acceptance of the requested documentation by the State representative.
- 5.5.6. Staffing Requirements

Participants shall meet the qualifications required for the particular level of care represented.
- 5.5.7. Documentation
 - 5.5.7.1. Report as specified under Service Description, if necessary.
 - 5.5.7.2. Documented verification of attendance, such as the Service Verification Form, and any required documentation in eCSSS is completed.
 - 5.5.7.3. Documentation shall occur for each scheduled court hearing or due process hearing in the documentation of services in eCSSS.

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 measures and 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.

A unit rate shall be recorded in five (5) minute increments (e.g., 5 minutes = 1 unit; 30 minutes = 6 units; 45 minutes = 9 units; and 1 hour = 12 units) rather than hourly.

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>
<i>Automobile Liability, Comprehensive Bodily Injury:</i>	<i>\$1,000,000 per accident</i>
<i>Property Damage:</i>	<i>\$ 50,000 per occurrence</i>
<i>Professional Liability</i>	<i>\$1,000,000 per claim or \$2,000,000 per annual aggregate</i>

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:

Rate and Cost Summary Worksheet for RFP No. F11-124 (Behavioral Instructional Support Services)

Type of Service (Unit Measure)	Unit Measure	Proposed Unit Rate	Column A Units of Service	Column B Unit Cost	Column C Total Annual Cost (A x B)
Behavioral Instructional Support Services (BISS)					
All Credential Levels	Five Minutes	\$6.67		\$6.67	
Rural (Hana, Lanai, Molokai, Kau, Kohala)	Five Minutes	\$7.27		\$7.27	
Group Behavioral Instructional Support Services (BISS)					
All Credential Levels	Five Minutes	\$2.40		\$2.40	
Rural (Hana, Lanai, Molokai, Kau, Kohala)	Five Minutes	\$2.62		\$2.62	
Parent Education/ Parent Training					
All Credential Levels	Five Minutes	\$3.47		\$3.47	
Rural (Hana, Lanai, Molokai, Kau, Kohala)	Five Minutes	\$3.78		\$3.78	
Educational Team Planning and Participation					
Providing BISS	Five Minutes	\$6.67		\$6.67	
Providing BISS (Rural)	Five Minutes	\$7.27		\$7.27	
Providing Parent Education/Parent Training	Five Minutes	\$3.47		\$3.47	
Providing Parent Education/Parent Training (Rural)	Five Minutes	\$3.78		\$3.78	
Court / Due Process Hearing Testimony					
Providing BISS	Five Minutes	\$6.67		\$6.67	
Providing BISS (Rural)	Five Minutes	\$7.27		\$7.27	
Providing Parent Education/Parent Training	Five Minutes	\$3.47		\$3.47	
Providing Parent Education/Parent Training (Rural)	Five Minutes	\$3.78		\$3.78	
GRAND TOTAL					