

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

**April 28, 2011**

**ADDENDUM A**

To

**Request for Proposals**

**RFP No.: RFP F11-152**

**Skilled Nursing Services for the Department of Education**

The Department of Education (the “**Department**” or the “**DOE**”), Curriculum Instruction Branch (“**CIB**”), hereby issued this addendum to the above-entitled RFP. The above-entitled request for proposals (“**RFP**”) is hereby amended as set forth below.

**Part I: RFP Amendments**

The following are amendments to the Original RFP issued on April 6, 2011 are hereby made:

1. The Proposal deadline is changed from May 5, 2011 at 2:00 pm, Hawaii Standard Time (“HST”) **to May 12, 2011 at 2:00 pm HST.**

**The Applicant shall submit One (1) Original and four (4) hardcopies of the Proposal.** The DOE also requests one secured electronic copy (i.e., a computer readable digital document that cannot be edited).

This change in no way modifies the identified drop off site or other submission requirements. The estimated dates identified in section 1, paragraph I, entitled, “Procurement Timetable,” may also be extended as necessary. The DOE will make its best effort to adhere to the proposed timeline.

2. Section 2, entitled *Service Specifications*, at page 2-4, paragraph V(2), entitled *Organization*, is amended as follows (deleted language is bolded and in **[brackets]**; added language is bolded and **underlined**):

The Applicant should have at least three (3) years of experience as a contract provider of skilled nursing services, **[as well as]and preferably** one (1) year of experience as a **[ State of Hawaii]** Medicaid provider.

3. Section 2, entitled "Service Specifications," at page 2-8, paragraph VI, entitled "Pricing Structure," is amended as follows (deleted language is bolded and in **[brackets]**; added language is bolded and **underlined**):

Contract rates shall be at an all inclusive fixed rate per service hour **billed at minimum quarter hour units (0.25) (e.g., 1.75 hours)** and based on qualified licensed nursing personnel's credentials.

4. Section 3, entitled *Proposal Application*, at page 3-3, paragraph II, entitled *Pricing* is amended as follows (deleted language is bolded and in **[brackets]**; added language is bolded and **underlined**):

#### **II. Pricing**

Applicants must complete Attachment A, "Service Rate Proposal Sheet." Proposed rates **[should]must** not exceed **those set forth in Attachment E, entitled "Maximum SNS Rate Schedule School Year 2011-2012"** (note: the rates set forth in **Attachment E are based on the** Hawaii Medicaid **[established]** rates for SNS in schools **as of 11/01/09**).

Attachment A is deleted in its entirety and replaced with the revised Attachment A on the following page. **Applicant must submit the following Attachment A (revised via Addendum A) when submitting a Proposal.**

Attachment A (revised via Addendum A)  
 Service Rate Proposal Sheet

Service Description	Provided by	Students Per Class or bus	Proposed Fee Rate Per Hour per Student (Not to exceed rates set forth on Attachment E to Addendum A)	Invoice
<u>Full day/Classroom services</u>  Provided to Eligible:  IDEA (Individuals with Disabilities Education Improvement Act of 2004) (verified by IEP)  Or Section 504 (verified by 504 Plan)	RN	1		DOE
	RN	2		
	RN	3		
	RN	4		
	RN	5		
	RN	6		
	RN	7		
	RN	8		
	RN	9		
	LPN	1		
	LPN	2		
	LPN	3		
	LPN	4		
	LPN	5		
	LPN	6		
	LPN	7		
	LPN	8		
	LPN	9		
	CNA/HHA	1		
CNA/HHA	2			
CNA/HHA	3			
Itinerant services (travel time between school sites not billable)  (verified by IEP or 504 Plan)	RN	1		
	RN	2		
	RN	3		
	LPN	1		
	LPN	2		
	LPN	3		
	CNA/HHA	1		
	CNA/HHA	2		
	CNA/HHA	3		
Bus Transports  Any level of eligible student	RN	1		
	RN	2		
	RN	3		
	LPN	1		
	LPN	2		
	LPN	3		
	CNA/HHA	1		
	CNA/HHA	2		
	CNA/HHA	3		
Clinical Supervisor	RN	Not applicable		
Late notification/ No call		Not applicable		

## **Part II: Questions and Answers**

The Department of Education's responses to orientation meeting and written questions received by the stated deadline are hereby provided:

1. **Q:** What agencies currently provide skilled nursing services ("**SNS**") for the Department of Education ("**DOE**")?  
**A:** Nursefinders has been contracted by the DOE to provide SNS.
2. **Q:** What rates do agencies currently charge the DOE for SNS?  
**A:** The DOE is currently paying rates which vary according with the eligibility of each student as well as the number of students requiring services and attending the same school. As an example, the DOE pays the following rates: Single non-Medicaid eligible student: \$70 per hour for a registered nurse ("**RN**") and \$50 per hour for a licensed practical nurse ("**LPN**").
3. **Q:** How much money has been spent by the DOE with each SNS provider agency?  
**A:** Approximately, \$1,200,000 between July 1, 2010 and March 31, 2011.
4. **Q:** Is this RFP intended to result in a single contract award?  
**A:** Yes. Please see page 2-2 of RFP F11-152.
5. **Q:** How many copies of the proposal do you require for submission?  
**A:** One original and four (4) bound hardcopies. We also request one secured electronic copy (i.e., a computer readable digital document that cannot be edited).
6. **Q:** If the DOE is paying for services, how does the Medicaid side of things come into play?  
**A:** The Contractor will not be billing Medicaid. Proposed rates must not exceed the rates on the Attachment E, entitled *Maximum SNS Rate Schedule School Year 2011-2012* (Note: These rates are based on the Hawaii Medicaid rates for SNS in schools effective 11/01/2009). Experience with the requirements of being a Medicaid billing provider is preferred.
7. **Q:** Regarding Section V, entitled "Qualifications," paragraph 2, entitled "Organization," at page 2-4: Please define what is meant by the phrase "one (1) year experience as a State of Hawaii Medicaid provider?"  
**A:** One year of Medicaid experience is preferred, not mandatory, but will be evaluated according to the criteria in Section 4 Pricing. Proposed rates must not exceed rates set forth on Attachment E, entitled *Maximum SNS Rate Schedule School Year 2011-2012* (Note: These rates are based on the Hawaii Medicaid rates effective 11/01/2009).

The term “Medicaid provider” refers to being an approved health care provider of clinical/ medical services (which includes billing requirements) by their respective State Medicaid agency.

8. **Q:** Would experience as a contractor for an approved Medicaid provider be relevant to the Medicaid-provider requirement?

**A:** Yes.

9. **Q:** Please define and provide an example of “itinerant services.” If it involves having a nurse travel to several work sites during a single school day, then are you looking for a billing rate change when and if that need arises?

**A:** The term “Itinerant services” is a bill-tracking term for one nurse providing SNS at different sites in one day. The same hourly billing rate applies.

Example: Contractor provides SNS to student at school A, then travels to school B to provide a SNS to another student, then travels to school C and services two (2) students simultaneously, then finally returns to school B to provide second SNS to student. Contractor bills for each student individually at the established rate based on provider’s credentials. Travel time is not billable.

10. **Q:** Bus Transports – Are bus transports at a different reimbursement rate under Medicaid, or is it covered outside of Medicaid?

**A:** The Contractor will not be billing Medicaid. SNS provided on the bus transports are billed at the same established rate schedule and based on provider’s credentials.

11. **Q:** Please provide me with the 11/09 Hawaii Medicaid Reimbursement Rates (“HMRR”).

**A:** Please see Attachment E, entitled *Maximum SNS Rate Schedule School Year 2011-2012* (Note: These rates are based on the Hawaii Medicaid rates for SNS in schools effective 11/01/2009).

12. **Q:** Do the HMRR vary according to number of students being served? Do you expect rates for this contract to vary according the number of students being served, and if so, please explain why?

**A:** Yes, HMRR do in some instances vary according to the number of students being serviced (e.g., please see Attachment E, entitled *Maximum SNS Rate Schedule School Year 2011-2012*, which is based on Medicaid rates). Applicants for this RFP are free to structure their rates as they see fit, subject to any applicable requirements set forth in the RFP solicitation.

13. **Q:** Can you provide the HRS section 103-55 public employee wage rate for the positions sought under this RFP?

**A:** The DOE does not believe that the prevailing wage requirement as established under HRS Section 103-55 is applicable to this contract.

However, Applicant should make their own determination, and seek counsel if necessary. In any case, public employee wage schedules are available on the Department of Human Resources website: <http://hawaii.gov/hrd/>

14. **Q:** What compensation, if any, is provided if a student fails to show up at school?

**A:** No compensation will be provided if a student fails to show up as no direct services were rendered.

15. **Q:** How much advance notice of cancellation must be given to a provider?

**A:** There is no specified amount of advance notice that must be given to a provider for cancellation. Applicants for this RFP are free to structure their advance notice of cancellation requirements as they see fit, subject to any applicable requirements set forth in the RFP solicitation.

16. **Q:** How will Home Health Aides be utilized? What are their duties under this RFP?

**A:** The DOE will allow services to be delivered by a Certified Nurse's Aide or Home Health Aide at the discretion of the RN, and who meet the qualifications specified on page 2-6 in the RFP.

Attachment E

**MAXIMUM SNS RATE SCHEDULE  
SCHOOL YEAR 2011-2012**

**RN RATE**

Position	Description	Maximum Rate	Total per hour
RN	1 Student served in class, bus	\$50.00 per hour per student	\$50.00
RN	2 Students serviced in class, bus	\$25.00 per hour per student	\$50.00
RN	3 Students serviced in class, bus	\$20.00 per hour per student	\$60.00
RN	4 Students serviced in class, bus	\$17.50 per hour per student	\$70.00
RN	5 Students serviced in class, bus	\$16.00 per hour per student	\$80.00
RN	6 Students serviced in class, bus	\$15.00 per hour per student	\$90.00
RN	7 Students serviced in class, bus	\$14.29 per hour per student	\$100.03
RN	8 Students serviced in class, bus	\$13.75 per hour per student	\$110.00
RN	9 Students serviced in class, bus	\$13.33 per hour per student	\$119.97

**LPN RATE**

Position	Description	Maximum Rate	Total per hour
LPN	1 Student served in class, bus	\$30.00 per hour per student	\$30.00
LPN	2 Students serviced in class, bus	\$15.00 per hour per student	\$30.00
LPN	3 Students serviced in class, bus	\$13.33 per hour per student	\$39.99
LPN	4 Students serviced in class, bus	\$12.50 per hour per student	\$50.00
LPN	5 Students serviced in class, bus	\$12.00 per hour per student	\$60.00
LPN	6 Students serviced in class, bus	\$11.67 per hour per student	\$70.02
LPN	7 Students serviced in class, bus	\$11.43 per hour per student	\$80.01
LPN	8 Students serviced in class, bus	\$11.25 per hour per student	\$90.00
LPN	9 Students serviced in class, bus	\$11.11 per hour per student	\$99.99

**CNA/HHA RATE**

Position	Description	Maximum Rate	Total per hour
CNA/HHA	1 Student served in class, bus	\$16.00 per hour total	\$16.00
CNA/HHA	2 Students serviced in class, bus	\$16.00 per hour total	\$16.00
CNA/HHA	3 Students serviced in class, bus	\$16.00 per hour total	\$16.00
CNA/HHA	4 Students serviced in class, bus	\$16.00 per hour total	\$16.00
CNA/HHA	5 Students serviced in class, bus	\$16.00 per hour total	\$16.00
CNA/HHA	6 Students serviced in class, bus	\$16.00 per hour total	\$16.00
CNA/HHA	7 Students serviced in class, bus	\$16.00 per hour total	\$16.00
CNA/HHA	8 Students serviced in class, bus	\$16.00 per hour total	\$16.00
CNA/HHA	9 Students serviced in class, bus	\$16.00 per hour total	\$16.00

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

**Request for Proposals**  
**RFP No. F11-152**  
**Skilled Nursing Services for the**  
**Department of Education**  
(Statewide)

Date Issued: April 6, 2011

Proposal Submittal Deadline: May 5, 2011

Orientation Session: April 14, 2011, at the OCISS Annex (near Diamond Head), 475 22<sup>nd</sup> Ave., Bldg. 302, Rm. 127, Honolulu, Hawaii 96816

Note: If this RFP was downloaded from the State Procurement Office RFP Website each applicant must provide contact information to the RFP contact person for this RFP to be notified of any changes. For your convenience, an [RFP Interest form](#) may be downloaded to your computer, completed and e-mailed or mailed 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.

April 6, 2011

**REQUEST FOR PROPOSALS**

**Skilled Nursing Services for the  
Department of Education**

**No. RFP F11-152**

**NOTICE**

The Department of Education (“**DOE**”) Office of Curriculum and Instructional Support (“**OCISS**”), Curriculum Instruction Branch (“**CIB**”) is requesting proposals from qualified applicants for the provision of skilled nursing services, treatments, and specialized health care procedures to eligible students (statewide) with significant health conditions to help students effectively access the general education curriculum.

**SUBMITTAL DEADLINE**

All proposals mailed by the United States Postal Service (“**USPS**”) shall be postmarked by May 5, 2011 to the mail-in address and received no later than ten days from the submittal deadline. Hand delivered proposals shall be received no later than May 5, 2011, 2:00 p.m. Hawaii Standard Time (“**HST**”) at the drop-off sites.

Proposals postmarked or hand delivered after the designated deadline shall be considered late and rejected. Deliveries by private mail services such as FEDEX shall be considered hand deliveries and shall be rejected if received after the submittal deadline.

**MAIL-INS:** DOE Procurement and Contracts Branch  
Waipahu Civic Center  
94-275 Mokuola Street, Rm. 200 Waipahu, HI 96797

**HAND DELIVERIES (DROP-OFF SITES):** **Oahu only**  
DOE Procurement and Contracts Branch  
Waipahu Civic Center  
94-275 Mokuola Street, Rm. 200 Waipahu, HI 96797

**Applicants are encouraged to attend the Orientation Meeting. (See Section 1)**

**INQUIRIES**

Inquiries regarding this RFP should be directed to the RFP contact person:

John Kagehiro

DOE Procurement and Contracts Branch, Waipahu Civic Center

94-275 Mokuola Street, Rm. 200 Waipahu, HI 96797

Phone: 808-675-0130

Email: john\_kagehiro@notes.k12.hi.us

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# Section 1

## Administrative Overview

### I. Procurement Timetable

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

Activity	Scheduled Date
Public notice announcing RFP	<u>04/06/11</u>
RFP orientation session	<u>04/14/11</u>
Due date for written questions	<u>04/15/11</u>
State purchasing agency's response to written questions	<u>04/21/11</u>
Proposal submittal deadline	<u>05/05/11</u>
Proposal evaluation period	<u>05/06/11 to 05/20/11</u>
Final revised proposals (optional)	<u>n/a</u>
Provider selection	<u>05/25/11</u>
Notice of statement of findings and decision	<u>05/26/11</u>
Contract start date	<u>07/01/2011</u>

### II. Websites Referenced in this RFP

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

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 “RFPs”
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...” “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

For	Go to
8 Tax Clearance Forms (Department of Taxation Website)	<a href="http://www.hawaii.gov/tax/">http://www.hawaii.gov/tax/</a> click "Forms"
9 Wages and Labor Law Compliance, Section 103-055, HRS, (Hawaii State Legislature website)	<a href="http://www.capitol.hawaii.gov/">http://www.capitol.hawaii.gov/</a> click "Bill Status and Documents" and "Browse the HRS Sections."
10 Department of Commerce and Consumer Affairs, Business Registration	<a href="http://www.hawaii.gov/dcca">http://www.hawaii.gov/dcca</a> click "Business Registration"
11 Campaign Spending Commission	<a href="http://www.hawaii.gov/campaign">www.hawaii.gov/campaign</a>

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

### III. The Procurement Process

**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 application by a prospective applicant shall constitute admission of such knowledge on the part of such prospective applicant.

**RFP Organization.** This RFP is organized into 4 sections:

**Section 1, Administrative Overview** - The procurement process; requirements for awardees.

**Section 2, Service Specifications** - Services to be delivered, applicant responsibilities, requirements for the proposal application.

**Section 3, Evaluation** - The method by which proposal applications will be evaluated.

**Section 4, Attachments** - Information and forms necessary to complete the application.

**RFP Orientation Session.** An orientation session to familiarize applicants with the procurement process and the requirements of the RFP shall be held. Applicants are encouraged to submit written questions prior to the orientation. Questions at the orientation are permitted, but oral questions should be submitted in writing by the date indicated in the Procurement Timetable to ensure an official written response.

*Date and time:* April 14, 2011 10:00: a.m. to 11:00 a.m.  
*Location:* OCISS Annex (near Diamond Head)  
 475 22<sup>nd</sup> Ave., Bldg. 302, Rm. 127  
 Honolulu, HI 96816

**Submission of Questions.** Applicants may submit written questions to the RFP Contact Person identified in the Notice. The written response by the State purchasing agency will be available to all applicants and placed on the RFP website.

*Deadline for submission of questions:* April 15, 2011; 2:00 p.m. HST

**Discussions with Applicants.** Discussions may be conducted with potential applicants to promote understanding of the purchasing agency's requirements prior to the submittal deadline. Discussions may also 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.

**Multiple or Alternate Proposals** - Multiple/alternate proposals shall not be accepted.

**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 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.

**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.

**Opening of Proposals.** Upon receipt by a state purchasing agency at the designated location(s), proposal applications shall be date-stamped, and when possible, time-stamped, held in a secure place and not examined for evaluation purposes until the submittal deadline.

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

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

**Final Revised Proposals.** If requested, final revised proposals shall be submitted in the manner, and by the date and time specified by the state purchasing agency. If a final revised proposal is not submitted, the previous submittal shall be construed as the best and final offer/proposal.

**Cancellation of Request for Proposals.** The request for proposals may be canceled when it is determined to be in the best interests of the State in accordance with section 3-143-613, HAR.

**Costs for Proposal Preparation.** Any costs incurred by applicants in preparing or submitting a proposal are the applicants’ sole responsibility.

**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 release of a request for proposals, shall not disqualify providers from submitting proposals if conducted in accordance with sections 3-142-202, 3-142-203, HAR.

**Rejection of Proposals.** A proposal offering a set of terms and conditions contradictory to those included in this RFP may be rejected. A proposal may be rejected for any 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).

**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.

**Protests.** Any applicant may file a protest against the awarding of a contract. The Notice of Protest form, SPO-H-801, all other forms and a detailed description of procedures are on the SPO website. Only the following matters may be protested:

- (1) A state purchasing agency’s failure to follow procedures established by Chapter 103F, HRS;
- (2) A state purchasing agency’s failure to follow any rule established by Chapter 103F, HRS; 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 mailed by USPS or hand delivered to the head of the state purchasing agency conducting the protested procurement and the procurement officer conducting the procurement (as indicated below) within five working days of the postmark of the Notice of Findings and Decision sent to the protestor. Delivery services other than USPS shall be considered hand deliveries and considered submitted on the date of actual receipt by the state purchasing agency.

<b>Head of State Purchasing Agency</b>	<b>Procurement Officer</b>
Name: Andrell Beppu Aoki	Name: Clayton Kaninau
Title: Director, OFS/PCB	Title: Director, OCISS/ CIB
Mailing Address:	Mailing Address:

94-275 Mokuola Street, Room 200 Waipahu, HI 96797	475 22 <sup>nd</sup> Avenue, Bldg. 302, Rm. 115 Honolulu, HI 96816
Business Address: Same as above.	Business Address: Same as above.

**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.

**IV. Requirements for Awardees**

**Tax Clearance.** If awarded, a certified copy of a current valid tax clearance certificate issued by the State of Hawaii, Department of Taxation (“**DOTAX**”) and the Internal Revenue Service (“**IRS**”) will be required upon notice of award.

**Wages and Labor Law Compliance.** Prior to contract execution for service contract in excess of \$25,000, the provider shall certify that it complies with section 103-55, HRS, “Wages, hours, and working conditions of employees of contractors performing services.”

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

**Campaign Contributions by State and County Contractors.** Contractors are hereby notified of the applicability of Section 11-205.5, HRS, which states that campaign contributions are prohibited from specified State or county government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body. For more information, Act 203/2005 FAQs are available at the Campaign Spending Commission webpage. (See paragraph II, Website Reference.)

**Monitoring and Evaluation.** Criteria by which contracts will be monitored and evaluated is in Section 2.

**General and Special Conditions of Contract.**  
 The general conditions that will be imposed contractually are on the SPO website. Special conditions may also be imposed contractually by the state purchasing agency, as deemed necessary.

Refer to Attachment B, Contract Minimum and Special Conditions.

## **Section 2**

# **Service Specifications**

### **I. Overview, Purpose or Need and Goals of Service**

The DOE ensures that all students with disabilities, aged three to 20 years have available to them a Free Appropriate Public Education (“FAPE”) in accordance with Section 504 of the Rehabilitation Act of 1973 (Section “504”) and the Individuals with Disabilities Education Improvement Act of 2004 (“IDEA”). IDEA requires the provision of special education and related services to students with disabilities.

Skilled nursing services are provided to students with significant health conditions who require nursing care and monitoring by licensed health care providers in order to attend school during regular school hours as prescribed by the student’s licensed medical provider and specified by the student’s Individualized Education Program (“IEP”) or 504 Plan.

The DOE seeks applications from qualified entities to provide skilled nursing services. Such services must be prescribed by a Hawaii-licensed medical provider (i.e., Medical Doctor (“MD”), Doctor of Osteopathy (“DO”), or Physician’s Assistant (“PA”), or Advanced Practice Registered Nurse (“APRN”).

For the 2011-2012 school year, it is estimated that approximately two hundred and two (202) medically fragile students will be attending public schools statewide, including Public Charter Schools. About 150 of these students reside on Oahu. The remainder of students reside on the neighbor islands, with some in remote rural areas. Qualified nurses are needed to provide skilled nursing services, statewide, to meet the needs of eligible DOE students.

### **II. Planning Activities**

In preparation for the drafting of this RFP, the DOE reviewed the workload of DOE staff and the Department’s experience with relevant services. In addition, a request for information (“RFI”) was issued and posted on the State of Hawaii, State Procurement Office website on January 26, 2010.

### **III. Demographics and Funding**

Target population to be served: The service activities under this anticipated Contract are to be provided to eligible DOE students. Students are age 3-20 who require specialized health care services in order to attend school during regular school hours as prescribed by the students’ licensed medical provider and specified by the student’s IEP or 504 Plan.

Geographic coverage of service: Statewide

**Students Requiring Skilled Nursing Services  
 (SY 2010-11)**

<b>Island</b>	<b>District/Geographical Region</b>	<b>Number of Schools</b>	<b>Number of Students</b>
Oahu	Honolulu	22	38
	Windward	16	26
	Central	9	27
	Leeward	17	60
Hawaii	Kona	7	8
	Hilo	11	18
Maui/Molokai/ Lanai	Maui	7	8
	Molokai	2	2
	Lanai	0	0
Kauai	Kauai	6	15
<b>TOTAL</b>		<b>97</b>	<b>202</b>

Probable funding amounts, source, and period of availability:

It is expected that state and federal funds will be used to support these services. An estimated amount not to exceed **FOUR MILLION AND NO/DOLLARS (\$4,000,000.00)** per year may be available, contingent upon the appropriation of funds and the need for services. The appropriation may be extended provided availability of said funds

Single or multiple contracts to be awarded  **Single**     **Multiple**     **Single & Multiple**  
 (Refer to §3-143-206, HAR)

Criteria for multiple awards: n/a

**Term of Contract(s)**

Initial term:	<u><b>Twelve (12) Months</b></u>
Length of each extension:	<u><b>One (1) year</b></u>
Number of possible extensions:	<u><b>Two (2) Extensions</b></u>
Maximum length of contract:	<u><b>Three (3) years</b></u>

Conditions for Extension: Extension must be in writing by mutual agreement of the parties, and is contingent upon the DOE's continued need for services, potential changes to the DOE's approach to service delivery, availability of funding, and mutual agreement of the parties.

#### IV. Service Activities

The services required are as follows:

**Skilled Nursing Services.** Provision of qualified licensed nursing personnel (e.g., Licensed Professional Nurse (“**LPN**”), Advanced Practice Registered Nurse (“**RN**” or “**APRN**”)), to administer authorized skilled nursing services to eligible students, as directed by the DOE if determined appropriate and necessary by the Selected PROVIDER based on services prescribed by the student’s licensed medical provider’s (i.e., MD, APRN, DO, or PA).

Skilled nursing services are procedures and interventions requiring the clinical skills and didactic knowledge of a licensed professional nurse (i.e., RN or LPN). Skilled nursing services provided primarily to children include, but are not limited to, the following:

1. Gastrostomy and nasogastric tube feedings by drip, pump, and/or syringe bolus methods.
2. Tracheostomy care and suctioning as needed.
3. Pulse oximetry for monitoring arterial oxygen saturation.
4. Ventilator care and monitoring which includes diligent monitoring of patient and oxygenation.
5. Nebulizer treatments.
6. Administration of medications.
7. Blood glucose monitoring and insulin administration to students requiring it.
8. Urinary catheterizations.

The provision of services under this RFP provided primarily to children may involve performance of ancillary, support, or administrative tasks such as the following:

1. Lifting, moving, ambulating, etc. eligible students.
2. Developing emergency-action or health-care plans for students serviced.
3. Providing in-transit skilled-nursing care, e.g., bus transports which may include lifting, moving, and positioning of eligible students.
4. Developing and maintaining student’s nursing record, including health related plans. Documenting in student nursing records/charts, both hardcopy and electronically.
5. Communicating directly with DOE personnel, PHN and families to coordinate schedules and avoid events/issues.
6. First Aid and cardiopulmonary resuscitation (“**CPR**”) interventions when necessary.
7. Other duties attendant to ensuring continuity of care.

**Time and Frequency of Care.** Services must be provided according to the time and frequency parameters specified by student’s IEP or 504 Plan, and as authorized by the DOE. If the IEP or 504 Plan is silent as to time and/or frequency of the services, the services shall be provided according to the parameters specified by the DOE. In addition,

services must be provided within a half-hour of the treatment time prescribed by the licensed medical provider.

Services are to be provided during the student's usual school day. Student's school day may include transport time via school bus, to and from school, as indicated by the specific student's requirements. The service days shall be based on the specific student's home school's calendar.

**Assignments.** Services are to be provided on an assignment/as needed basis. The DOE shall provide a minimum of 24 hours notice of assignments. All assignments must be fulfilled. Selected PROVIDER may subcontract assignments as necessary, provided DOE approval of such subcontracts is obtained prior to subcontracting and all requirements of this contract are followed by the subcontractor (with the exception of subcontracting).

## V. Qualifications

### 1. Experience

**Skilled Nursing Experience.** Applicant should have at least three (3) years of experience providing the types of skilled nursing services described in this RFP of all of the services.

**Pediatric Experience.** Applicant must have at least one (1) year of the total three (3) years of experience providing pediatric skilled nursing care. Pediatric experience specifically in a school, community, or home setting, to children aged three (3) to twenty (20) years who have disabilities requiring skilled nursing services preferable.

### 2. Organization

The Applicant should have at least three (3) years of experience as a contract provider of skilled nursing services, as well as one (1) year of experience as a State of Hawaii Medicaid provider.

The Applicant must possess an organizational structure, capacity and the capability to execute and comply with all Contract requirements and obligations.

Selected Provider must, at minimum, have the following:

- **Personnel.**
  - **Credentialing.** Records providing proof that staff is fully and currently qualified (e.g., licensed, experienced, certified, trained, competent, TB check, criminal background check, fingerprinting, etc.) as required by this

Contract, as well as by applicable laws, rules, regulations, and codes. The Selected PROVIDER must maintain personnel files that include documentation of the training, licensure, supervision, appropriate credentialing or certification, and ongoing performance of all its employees, agents, and volunteers. The Selected PROVIDER must make records available upon request by the DOE within two (2) working days of the request.

- **Primary Source Verification.** The Selected PROVIDER must maintain written policies and procedures, subject to DOE approval, that identify the Applicant's process for primary source verification of all personnel.
- **Protocols and Policies.** The Selected PROVIDER must have policies, protocols and procedures to ensure full compliance with all provisions of the Contract. The Selected PROVIDER must provide services as specified in accordance with DOE established protocols, policies, guidelines, certifications, and/or waivers.
  - **Student Health Records.** Documenting relevant nursing interventions in student's health records maintained at the school; All records kept in connection with this Contract must be up to date, compliant, available for inspection, and maintained in accordance with all requirements concerning confidentiality, e.g., Family Educational Rights and Privacy Act ("FERPA"), Health Insurance Portability and Accountability Act ("HIPAA").
  - **Continuity of Care.** Continuity of care must be provided to ensure the safety and well being of students. Applicant must have policies and procedures to ensure continuity of staff assigned to students, and that coverage is provided even in the event that the assigned staff is sick or otherwise unavailable. Applicant must understand and appreciate the critical nature of these services, and such understanding should be reflected in their policies, procedures, and organizational structure.
  - **Supervision.** All staff must be properly supervised as required by this Contract and by applicable laws, rules, regulations, and professional standards and practices.
  - **Training.** Selected PROVIDER must ensure that all staff are trained as required by this Contract and any other applicable laws, rules, regulations, and professional standards and practices.
- **Billing.** Billing must be timely, accurate and appropriate. Applicant must have a system of checks to ensure that billing is timely, accurate (e.g., no double billing, etc.), and appropriate (e.g., services were conducted by fully trained and qualified staff, no invoicing for late notice in consecutive days as Selected PROVIDER to contact parent/caregiver on expected return date, etc.). Billing invoices to be received by the DOE by the 15<sup>th</sup> of the following month.
- **Personal Protective Equipment.** PROVIDER to ensure employees have personal protective equipment ("PPE") available in accordance with Hawaii Occupational Safety and Health ("HIOSH") rules and regulations.

- **Confidentiality.** Selected PROVIDER must ensure confidentiality of all activities performed, records generated, as well as the privacy and confidentiality rights of students and parents, as required by law.
- **Staffing Management Plans.** Selected PROVIDER must ensure and demonstrate that they are available 24 hours a day/7 days a week to meet the staffing needs of eligible students in the schools.

### 3. Personnel

**Nurses.** Selected PROVIDER shall furnish the DOE with RN and LPN to implement the Contract requirements. Selected PROVIDER's nursing personnel must, at minimum, meet the following qualifications and requirements:

- A. Possess current State of Hawaii nursing license (RN or LPN).
- B. Possess at least one (1) year of experience providing skilled nursing services to a pediatric population [aged three (3) to twenty (20) years] having disabilities requiring skilled nursing services. (Note: Exceptions to the one-year requirement may be granted, at the DOE's sole discretion, with additional supervision, training, and competency requirements provided by Selected Provider).
- C. Possess current certification in Basic Life Support ("BLS") Health Care Provider cardio-pulmonary resuscitation ("CPR") with automated external defibrillator ("AED") for children and adults AND First Aid.
- D. Possess the knowledge, skills and abilities to competently perform the skilled nursing services required by this Contract.

**Nurse's Aides.** Selected PROVIDER shall furnish the DOE with qualified State of Hawaii Certified Nurse Aides ("CNA") and/or Home Health Aides ("HHA") to provide those nursing services that are delegable at the discretion and judgment of the licensed RN, in accordance with Hawaii Administrative Rules (HAR) Title 16, Chapter 89, Subchapter 15 and the National Council of State Boards of Nursing (NCSBN) delegation decision-making process. CNA and HHA shall meet the following minimum qualifications and requirements:

- A. Possess a current valid State of Hawaii certification as a Nurses' Aide or Home Health Aide;
- B. Possess at least one (1) year experience as a CNA or HHA working with children or a pediatric population, aged 3 to 20 years;
- C. Be able to competently and safely perform prescribed skilled nursing procedures as directed and supervised by the delegating RN;
- D. Possess current certification in Basic Life Support ("BLS") Health Care Provider cardio-pulmonary resuscitation ("CPR") with automated external defibrillator ("AED") for children and adults AND First Aid.
- E. Possess the knowledge, skills and abilities to competently perform the applicable services required by this Contract.

**Supervisor.** Selected PROVIDER shall furnish nursing supervisors or managers, licensed as a State of Hawaii Registered Nurse and fulfilling all other requirements of RN personnel, whose responsibilities shall include but may not be limited to the following:

- A. Conduct agency employee or agent training and orientation.
- B. Serve as the Selected PROVIDER's point of contact with the schools and districts.
- C. Serve as Selected PROVIDER's point of contact with students and families.
- D. Provide administrative and clinical supervision of the LPN, RN, CNA and/or HHA.
- E. Coordinate logistics of staffing assignments in the respective schools;
- F. Provide coverage of staffing should the need arise.
- G. Conduct record reviews.
- H. Provide Quality Assurance.
- I. Assess the nursing needs of eligible students.
- J. Review and authorize licensed healthcare provider's orders.
- K. Communicate with licensed healthcare providers as needed.
- L. Creation of health plans, including Emergency Action, to address the health and safety issues of students including when the nurse is not available at the time urgent intervention is required.

Supervisors must, at minimum, meet the following qualifications and requirements:

- A. Possess current State of Hawaii nursing license as a RN.
- B. Possess at least one (1) year of experience providing skilled nursing services to a pediatric population aged three (3) to twenty (20) years having disabilities requiring skilled nursing services. (Note: Exceptions to the one-year requirement may be granted, at the DOE's sole discretion, with additional supervision, training, and competency requirements provided by the Selected PROVIDER).
- C. Possess current certification in BLS, CPR with AED for children and adults and First Aid.
- D. Possess the knowledge, skills and abilities to competently perform the skilled nursing treatments required by this Contract.

### **Training**

Selected PROVIDER's personnel must be informed and possess a working knowledge of DOE processes, school campus layouts, and the specific needs of each student requiring services. Training must include but should not be limited to the following topics:

- A. **Students.** Overview of the demographics and disabling medical conditions of the student to be serviced by the respective nurse, as well as the relevant implications for nursing care.

- B. **Plans.** Emergency Action or health care plans for students served and emergency protocols.
- C. **Services and Procedures.** Overview of prescribed services, procedures, medications, use of equipment, durable medical equipment, supplies, and nutrition.
- D. **Documentation.** Overview and instruction on the school nursing record/charts and forms to be completed on a daily basis. This training is to include documentation into the DOE electronic database, which must be inputted within two (2) working days, on the nursing services provided during school hours (including bus transports).

Selected PROVIDER must attend mandatory training and ongoing support for the electronic submission to the DOE database which will be provided by the DOE.

- E. **Schools.** Location of school(s), school layout(s), classrooms, classrooms where students requiring the services are located, pertinent DOE rules and communication protocols, and required and appropriate conduct on school grounds.
- F. **Communication.** Communicating effectively with parents and school personnel.

**Orientation.** In addition to training outlined above, all nurses providing classroom services must receive a brief orientation on any new assignment(s) covering important relevant information (e.g., the students, services or interventions, durable medical equipment, the school, and the school personnel) prior to undertaking the assignment.

## VI. Pricing Structure

Contract rates shall be an all inclusive fixed rate per service hour and based on qualified licensed nursing personnel's credentials.

## VII. Other

### **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.

*Statements regarding litigation will not carry any point value but are required.*

## VIII. Reporting Requirements for Program and Fiscal Data

### Sentinel Event/Incident Notification Reports

The Selected PROVIDER must have policies and procedures, approved by the DOE, that address sentinel events and incident notification. The DOE will provide a

Sentinel/Incident report form to the Selected PROVIDER. These policies must address:

(1) how the Selected PROVIDER shall notify the respective School Administrator (SA)

and the DOE within twenty-four (24) hours by phone and within seventy-two (72) hours in writing of any event that compromises the safety of a student; (2) how the Selected 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 Selected PROVIDER shall inform the DOE utilizing the prescribed DOE format.

Develop and implement protocols, as approved by the DOE, for management of unusual or emergency situations encountered in the school and/or bus setting, including medication or treatment administration errors.

## **IX. Monitoring and Evaluation**

The criteria by which the performance of the contract will be monitored and evaluated are:

### **1. Quality Assurance and Evaluation Specifications**

**Contract Monitoring.** The Selected PROVIDER must participate in contract monitoring as requested by the DOE. This contract monitoring shall focus on compliance with the DOE monitoring protocol and compliance with all administrative and fiscal aspects of the Agreement.

**Document Inspection.** 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 DOE. Selected PROVIDER must accurately input required skilled nursing services into the visit logs of the electronic Comprehensive Student Support System (eCSSS) within five (5) calendar days of services.

**Eval/Doc Review.** The DOE reserves the right to evaluate the Selected 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.

**Quality Assurance, GSP and QAP.** The Selected PROVIDER shall comply with the applicable Districts/Complexes General Supervision Process ("GSP"). The Selected PROVIDER shall develop and implement a quality management plan that has been approved by the DOE, and participate in quality assurance and improvement activities to continuously improve the provision of nursing services in DOE schools. The plan shall include evidence and be available for DOE review.

**Accuracy.** The Selected PROVIDER shall retain responsibility for the accuracy of all work and services performed under this contract.

**Competence and Continuing Education.** The Selected PROVIDER shall ensure the qualifications, accurateness, completeness, and competency of all employees; including provision of basic clinical training, as needed, to ensure provision of competent nursing care (e.g., ventilator care and management, tracheostomy care).

Provide continuing education opportunities on relevant nursing activities provided in the DOE schools, including Public Charter Schools.

2. Output and Performance/Outcome Measurements

Selected PROVIDER shall demonstrate and report quarterly to the DOE POC on:

- a. Timeliness of nursing services delivery (i.e. services provided within ½ hour or 30 minutes of prescribed treatment time(s);
- b. Staffing level/ratios;
- c. Continuity of care, accommodations made to have same personnel assigned to the school and/or student(s) including the attendance of assigned personnel and student(s);
- d. Quality of services provided (adhering to American Nurses Association and National Association of School Nurses standards of nursing practice);
- e. Maintenance of timelines in medical order verification (i.e. within 48 hours, excluding weekends and holidays);
- f. Appropriate documentation or record keeping by conducting periodic scheduled audits and other internal quality reviews as approved by the DOE.

Further, they shall provide to the DOE a quarterly report within ten (10) working days at the end of each fiscal quarter, in a format specified by the DOE, to include the following information:

- a. Name of student
- b. School, Complex or District
- c. Nursing services provided, licensure of provider
- d. Unit of services provided to students, Unit of services prescribed by medical provider
- e. Billing cost/amount, total cost per student, total cost per qualified licensed nursing personnel, total cost per school, total cost per complex or district

3. Reporting Requirements for Program Data

The PROVIDER shall input nursing required information and data into the DOE hard copy nursing record and electronic database record in its designated format located at the authorized school. Selected PROVIDER shall the make the information in the nursing records available within two (2) working days of the service.

Documentation of skilled nursing services activities required by the DOE and professional nursing standards must be completed before invoice submission and payment.

Document accurately and concisely the skilled nursing treatment services provided and any other relevant information in the student's nursing record and maintained at the school in hardcopy format and in the DOE electronic database.

## Section 3 Proposal Application

### I. Instructions for Completing the Proposal Application

- *Proposal Applications shall be submitted to the state purchasing agency using the prescribed format outlined in this section and section 2.*
- *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 when completing the proposal.*

### II. Submission of Proposal Application Documents

The proposal application documents are as follows and shall be submitted in the following order:

- *Proposal Application Identification Form (SPO-H-200) Identifies the proposal application.*
- *Table of Contents- Include a listing of all documents included in the application.*
- *Proposal Application Short-Form 1 (SPO-H 250)*
  - *Qualifications*
  - *Pricing*
  - *Other – Litigation*
- *Attachments*
  - *Attachment A, Service Rate Proposal Sheet*
  - *Attachment B, Contract Minimum and Special Conditions*
  - *Attachment C, Wage Certificate*
  - *Attachment D, Federal Certifications*

The required format for the Proposal Application Short Form 1 (SPO-H 250) follows. Note that the form is available on the SPO website (see Section 1, paragraph II, Website Reference). The form on the website will not include items specific to each RFP. If using the website form, the applicant must incorporate all items listed on the next page.

## Proposal Application Short Form 1

### I. Qualifications

#### Experience

The applicant shall provide a detailed description of their experience(s), including but not limited to projects and other contracts, pertinent to the services required Applicant shall include dates, as well as points of contact with addresses, email, telephone numbers. The DOE reserves the right to contact references to verify experience.

#### Organization

Describe, in detail, how your organization addresses and meets the requirements regarding Organization set forth in this RFP. Please include any supporting or otherwise relevant documentation including but not limited to procedure manuals and forms. Discussion should include is not limited to:

- Proposed staffing patterns; acceptable student to staff ratios and proposed caseload capacity appropriate for effective and accurate delivery of services.
- Organization chart listing each proposed staff position and responsibility including supervision if applicable. Chart should include position title, name and certifications/qualifications.
- Description of strategies for placement of the same nurse at a school to maintain continuity of care.
- Description of strategies for handling unusual or emergency situations including errors in the administration of services (if any).
- Description of capacity to provide adequate training, supervision of staff and coordination of services.
- Description of processes and protocols to provide substitute staff in those cases where assigned staff does not report to duty at the assigned school, included the proposed process to provide notification to the DOE.
- Description of programs established for orientation and skills check of new assignees.
- Description of protocols to ensure the accuracy and completeness of all services delivered.

#### Personnel

Describe, in detail, how your organization intends ensure that the requirements regarding Personnel set forth in this RFP are met. Include summaries of staff members' relevant qualifications and experience providing skilled nursing services (as defined herein) to pediatric populations, with dates. Include any supporting or otherwise relevant documentation, e.g., resume, CV, licenses, certificates. Describe your policies, procedures and protocols intended to ensure that all personnel are fully qualified.

RFP No: \_\_\_\_\_  
Title: \_\_\_\_\_  
Applicant: \_\_\_\_\_

## **II. Pricing**

Applicants must complete Attachment A, "Service Rate Proposal Sheet." Proposed rates should not exceed Hawaii Medicaid established rates. Additionally, describe, in detail, your organization's capacity to bill and provide expense information as required herein, as well as your experience as a Medicaid provider.

## **III. Other**

### Litigation

Applicant shall disclose any pending litigation to which they are a party, or to which their employee is a party, including the disclosure of any outstanding judgment. 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**

### **Evaluation Process**

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

Evaluation and scoring of proposals shall be conducted according to the attached score sheet.

### **Evaluation Criteria**

On the following two (2) pages is a sample of the evaluation sheet that will be used to evaluate proposal applications. Applicants will receive a report similar to the attached when upon completion of the evaluation process.

Evaluation of  
 RFP F11-152, Skilled Nursing Services  
 Issued April 6, 2011

Applicant:  
 Proposal Application ID:

<i>Criterion</i>	<i>Total Possible Score</i>	<i>Score</i>
<b>Qualifications</b>		
<b><i>Experience</i></b>	<b>20</b>	
<ul style="list-style-type: none"> <li>• Experience providing skilled nursing services</li> <li>• <i>Experience providing skilled nursing services to similarly-situated pediatric population</i></li> <li>• Skills, abilities, knowledge and experience in the delivery of proposed services</li> <li>• Sufficiency of quality assurance and evaluation plans for the proposed services, including methodology</li> <li>• Capacity to provide proposed services statewide, including all rural areas requiring services</li> </ul>	10  5  3  1  1	
<b>Comments:</b>		
<b><i>Organization</i></b>	<b>60</b>	
<ul style="list-style-type: none"> <li>• Proposed staffing pattern is reasonable to ensure efficient and accurate provision of the proposed services</li> <li>• Has established training and orientation program for employees</li> <li>• Has knowledge of confidentiality laws including HIPAA and FERPA</li> <li>• Has protocols and processes to ensure that records are maintained as required and in compliance with the contract provisions.</li> <li>• Organization chart provided and is complete.</li> <li>• Plans and approach to service activities and management meet the service delivery requirements stated in this RFP</li> <li>• Has protocols to handle unusual situations, reporting mechanisms and experiences in orienting and training new staff</li> </ul>	25  10 4  10  2 5  4	
<b>Comments:</b>		
<b><i>Personnel</i></b>	<b>10</b>	
<ul style="list-style-type: none"> <li>• <i>Sufficient number of fully qualified and appropriately experienced personnel.</i></li> <li>• Ability to recruit, train and supervise all staff necessary for</li> </ul>	5  3	

delivery of proposed services <ul style="list-style-type: none"> <li>Managers and supervisors have capacity and experience to coordinate and oversee and administer the service and service delivery</li> </ul>	2	
<b>Comments:</b>		
<b>Pricing</b>	<b>10</b>	
<ul style="list-style-type: none"> <li>Capacity to bill and provide expense information as required</li> <li>Price is fair and reasonable</li> <li>Medicaid provider experience</li> </ul>	5 4 1	
<b>Comments:</b>		
<b>TOTAL:</b>		<b>100</b>

## **Section 5**

### **Attachments**

- A. Attachment A, Service Rate Proposal Sheet
- B. Attachment B, Contract Minimum and Special Provisions
- C. Wage Certificate
- D. Federal Certifications

Attachment A  
 Service Rate Proposal Sheet

Service Description	Provided by	Students Per Class	Proposed Fee Rate Per Hour (Not to exceed established Hawaii Medicaid Rates – effective 11/09)	Invoice
<u>Full day/Classroom services</u>  Provided to Eligible:  IDEA (Individuals with Disabilities Education Improvement Act of 2004) (verified by IEP)  Or Section 504 (verified by 504 Plan)	RN	1		DOE
	RN	2		
	RN	3		
	RN	4		
	RN	5		
	RN	6		
	RN	7		
	RN	8		
	RN	9		
	LPN	1		
	LPN	2		
	LPN	3		
	LPN	4		
	LPN	5		
	LPN	6		
	LPN	7		
	LPN	8		
	LPN	9		
Itinerant services (hourly rate to include travel time between school sites)  (verified by IEP or 504 Plan)	RN	1		DOE
	RN	2		
	RN	3		
	LPN	1		
	LPN	2		
	LPN	3		
	CNA/HHA	1		
	CNA/HHA	2		
	CNA/HHA	3		
Bus Transports  Any level of eligible student	RN	1		DOE
	RN	2		
	RN	3		
	LPN	1		
	LPN	2		
	LPN	3		
	CNA/HHA	1		
	CNA/HHA	2		
	CNA/HHA	3		
Clinical Supervisor	RN	Not applicable		DOE
Late notification/ No call		Not applicable		DOE

**Attachment B**  
**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:	Clayton Kaninau
Telephone Number:	(808) 203-5525
E-mail Address:	clayton_kaninau@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:	Bill Patterson
Telephone Number:	(808) 203-5565
e-mail Address:	bill_patterson@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. CONDUCT**

PROVIDER's employees or agents must sign in at the school office when entering a school campus, and sign out when leaving a school campus.

In addition, all PROVIDER's employees or agents must wear a picture identification badge listing agency name, employee name, and position (e.g., RN, LPN, Clinical Nursing Supervisor) at all times while on school premises.

**6. VERIFICATION OF EMPLOYEES**

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 Agreement 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.

The PROVIDER shall require, at a minimum, local and national 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 and a determination of suitability made 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.

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. 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.

The STATE reserves the right to monitor the PROVIDER's compliance with this section through either, or both, an on-site evaluation or a documents review.

NOTE: 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 PROVIDERS. All costs associated with conducting and processing criminal history checks of the PROVIDER's employees, agents, and volunteers shall be borne by the PROVIDER.

## **7. TB CLEARANCE REQUIREMENTS**

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 Agreement. Certificate must state that the person is free of communicable tuberculosis.

The PROVIDER shall adopt and implement a policy requiring all personnel providing services under this contract to obtain current tuberculosis clearance from a licensed medical provider and PROVIDER shall maintain records of such clearance.

## **8. 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.

## **9. 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.

## **10. 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.

## **11. INVOICING AND PAYMENT SCHEDULE**

### **11.1. 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.

11.2. 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.

11.3. 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.

11.4. 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.

**12. FINAL PAYMENT**

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

12.1. 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/>.

12.2. "Certification of Compliance for Final Payment" (DOE Form-22) with an original signature shall be required for final payment.

**13. 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.

**14. TIME OF PERFORMANCE**

**14.1. CONTRACT TERM**

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

**14.2. CONTRACT RENEWAL**

This Contract may be extended for not more than two (2) 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.

**14.3. PERFORMANCE PERIOD**

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

**15. 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.

**16. 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.

## 17. 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.

## 18. LIABILITY INSURANCE

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

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

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

A certificate of the liability insurance shall be given to the STATE by the PROVIDER. The certificate shall provide that the STATE and its officers and employees are Additional Insureds.

The certificate shall provide that the coverages being certified will not be cancelled or materially changed without giving the STATE at least 30 days prior written notice by mail.

~~The certificate shall provide that the coverages being certified will not be cancelled or materially changed without giving the STATE at least 30 days prior written notice by registered mail.~~

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

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

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

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

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

***Upon execution of the Contract, the PROVIDER agrees to deposit with the STATE certificate(s) of insurance necessary to satisfy the STATE that the insurance provisions of this Contract have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the STATE during the***

***entire term of this Contract, including those of its subcontractor(s), where appropriate. Upon request by the STATE, PROVIDER shall be responsible for furnishing a copy of the policy(ies).***

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

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

**19. 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.

**20. 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.

**WAGE CERTIFICATE**

Subject: Project No. RFP F11-152

Description of Project: Skilled Nursing Services

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

- I. Services to be performed will be performed in accordance with the following conditions:
  - a. The services to be rendered shall be performed by employees paid at wages or salaries not less than wages paid to the public officers and employees for similar work, if similar positions are listed in the classification plan of the public sector, and
  - b. All applicable laws of the Federal and State governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with.

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

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

OR

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

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

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

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

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

**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).

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

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

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

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

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

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

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

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

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

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

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

<b>RFP Number:</b>	
<b>Name of Applicant Organization:</b>	
<b>Name of Authorized Certifying Official:</b>	
<b>Certifying Official's Title:</b>	
<b>Date:</b>	