

State of Hawaii
 Department of Education
 Procurement and Contracts Branch
 94-275 Mokuola Street, #200
 Waipahu, HI 96797
 T: (808) 675-0130 F: (808) 675-0133

Registration Form For Online Solicitations

- The Procurement and Contracts Branch (PCB) is not notified when a particular solicitation is viewed or downloaded. Therefore, Offerors interested in responding to this solicitation must first register their participation by completing and submitting this Registration Form.
- The completed Registration Form must be e-mailed or faxed to the PCB Solicitation Contact Person listed below as soon as possible after downloading this solicitation, but in any case, prior to the deadline for offers.
- Only Offerors who are registered will be forwarded addenda and/or other notices related to this solicitation when issued, if any. Failure to register may result in the Offeror not receiving addenda and/or other solicitation related notices, and such offers may therefore be rejected, and not considered for award.
- Failure of the Offeror to receive any such addenda shall not relieve the Offeror of any obligation under this solicitation. It remains the responsibility of the Offeror to complete and submit its offer in accordance with the instructions contained in this solicitation, as well as subsequent interpretations and addenda, if any.

Solicitation Information:

Number:	RFP F15-010
Title:	Skilled Nursing Services for the Department of Education (Statewide)
Deadline:	2:00 p.m. Hawaii Standard Time, April 1, 2015
Contact Person:	Gwen Nakamoto
Contact's e-mail Address:	gwen_nakamoto@notes.k12.hi.us

Offeror Information:

Name of Company Registering:	
Mailing Address:	
Name of Contact Person:	
Contact's e-mail Address:	
Contact's Telephone/ Facsimile No.:	

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

Request for Proposals

RFP No. F15-010

Skilled Nursing Services for the Department of Education (Statewide)

Date Issued: February 11, 2015

Proposal Submittal Deadline: April 1, 2015

Orientation Session: February 20, 2015, 2:00-3:00 p.m. Hawaii Standard Time (HST) at the OCISS Annex, 475 22nd Avenue, Room 127, Honolulu, Hawaii 96816

Note: *It is the applicant's responsibility to check the public procurement notice website, the request for proposals website, or to contact the RFP point-of-contact identified in the RFP for any addenda issued to this RFP. The State shall not be responsible for any incomplete proposal submitted as a result of missing addenda, attachments or other information regarding the RFP.*

February 11, 2015

REQUEST FOR PROPOSALS

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

No. RFP F15-010

NOTICE

The Hawaii Department of Education (HIDOE), Office of Curriculum, Instruction and Student Support, Student Support Branch is requesting proposals from qualified applicants to provide skilled nursing services (i.e., nursing treatments and specialized health care procedures) to eligible students (statewide) with significant health conditions to support the students in effectively accessing the general education curriculum.

SUBMITTAL DEADLINE

All proposals mailed by the United States Postal Service (USPS) shall be postmarked by April 1, 2015 to the mail-in address and received no later than ten (10) days from the submittal deadline. Hand delivered proposals shall be received no later than April 1, 2015, 2:00 p.m. Hawaii Standard Time (HST) at the drop-off site.

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: HIDOE Procurement and Contracts Branch
Waipahu Civic Center
94-275 Mokuola Street, Room 200
Waipahu, Hawaii 96797

HAND DELIVERIES (DROP-OFF SITE):

Oahu only

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

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

INQUIRIES

Any inquiries regarding this RFP should be directed to the RFP point-of-contact:

Gwen Nakamoto

HIDOE Procurement and Contracts Branch

Waipahu Civic Center, 94-275 Mokuola Street, Room 200, Waipahu, Hawaii 96797

Phone: (808) 675-0130

gwen_nakamoto@notes.k12.hi.us

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Section 1

Administrative Overview

1.1 Procurement Timetable

Note that the procurement timetable represents the State’s best estimated schedule. If an activity on this schedule is delayed, the rest of the schedule will likely be shifted by the same number of days. Contract start dates may be subject to the issuance of a notice to proceed.

Activity	Scheduled Date
Public notice announcing RFP	February 11, 2015
RFP orientation session	February 20, 2015
Due date for written questions (<i>2:00 p.m. HST</i>)	February 27, 2015
State purchasing agency's response to written questions	March 6, 2015
Proposal submittal deadline (<i>2:00 p.m. HST</i>)	April 1, 2015
Proposal evaluation period	April 6, 2015-April 10, 2015
Final revised proposals (optional)	N/A
Provider selection	April 14, 2015
Notice of statement of findings and decision	April 21, 2015
Contract start date	July 1, 2015

1.2 Website Reference

Item	Website
1 Procurement of Health and Human Services	http://spo.hawaii.gov/for-vendors/vendor-guide/methods-of-procurement/health-human-services/competitive-purchase-of-services-procurement-method/cost-principles-table-hrs-chapter-103f-2/
2 RFP website	http://hawaii.gov/spo2/health/rfp103f/
3 Hawaii Revised Statutes (HRS) and Hawaii Administrative Rules (HAR) for Purchases of Health and Human Services	http://spo.hawaii.gov Click on the “References” tab.
4 General Conditions, AG-103F13	http://hawaii.gov/forms/internal/department-of-the-attorney-general/ag-103f13-1/view
5 Forms	http://spo.hawaii.gov Click on the “Forms” tab.
6 Cost Principles	http://spo.hawaii.gov Search: Keywords “Cost Principles”

Item	Website
7 Protest Forms/Procedures	http://spo.hawaii.gov/for-vendors/vendor-guide/protests-for-health-and-human-services/
8 Hawaii Compliance Express (HCE)	http://spo.hawaii.gov/hce/
9 Hawaii Revised Statutes	http://capitol.hawaii.gov/hrscurrent
10 Department of Taxation	http://tax.hawaii.gov
11 Department of Labor and Industrial Relations	http://labor.hawaii.gov
12 Department of Commerce and Consumer Affairs, Business Registration	http://cca.hawaii.gov click "Business Registration"
13 Campaign Spending Commission	http://ags.hawaii.gov/campaign/
14 Internal Revenue Service	http://www.irs.gov/
(Please note: website addresses may change from time to time. If a State link is not active, try the State of Hawaii website at http://hawaii.gov)	

1.3 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.

1.4 RFP Organization

This RFP is organized into 5 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, Proposal Application – General and specific instructions for proposal application submission.

Section 4, Evaluation - The method by which proposal applications will be evaluated.

Section 5, Attachments - Information and forms necessary to complete the application.

1.5 Contracting Office

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

Hawaii Department of Education
Office of Curriculum, Instruction and Student Support
Student Support Branch, Special Education Section
475 22nd Avenue, Bldg. 302, Rm. 103
Honolulu, Hawaii 96816

1.6 RFP Point-of-Contact

From the release date of this RFP until the selection of the successful provider(s), any inquiries and requests shall be directed to the sole point-of-contact identified below.

Gwen Nakamoto
HIDOE Procurement and Contracts Branch
94-275 Mokuola Street, Room 200
Waipahu, Hawaii 96797
Email: gwen_nakamoto@notes.k12.hi.us

1.7 Orientation

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

Date:	February 20, 2015	Time:	2:00 – 3:00 p.m. HST
Location:	OCISS Annex, 475 22nd Avenue, (Room 127), Honolulu, Hawaii 96816		

Applicants are encouraged to submit written questions prior to the orientation. Impromptu questions will be permitted at the orientation and spontaneous answers provided at the state purchasing agency's discretion. However, answers provided at the orientation are only intended as general direction and may not represent the state purchasing agency's position. Formal official responses will be provided in writing. To ensure a written response, any oral questions should be submitted in writing following the close of the orientation, but no later than the submittal deadline for written questions indicated in the Section 1.8, Submission of Questions.

1.8 Submission of Questions

Applicants may submit written questions to the RFP point-of-contact identified in Section 1.6. Written questions should be received by the date and time specified in the procurement schedule in Section 1.1. The purchasing agency will respond to written questions by way of an addendum to the RFP.

1.9 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 HAR §3-143-403.

1.10 Multiple or Alternate Proposals

Multiple/alternate proposals are not applicable to this RFP.

1.11 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.

1.12 Opening of Proposals

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

1.13 Additional Materials and Documentation

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

1.14 Public Inspection

Procurement files shall be open to public inspection after contracts have been awarded and executed by all parties.

1.15 RFP Addenda

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

1.16 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 revised proposal.

1.17 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 HAR §3-143-613.

1.18 Costs for Proposal Preparation

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

1.19 Provider Participation in Planning

Provider(s), awarded a contract resulting from this RFP,

are required

are not required

to participate in the purchasing agency's future development of a service delivery plan pursuant to HRS §103F-203.

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 HAR §§3-142-202, 3-142-203.

1.20 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 (HAR §3-141-201);
- 2) Inadequate accounting system (HAR §3-141-202);
- 3) Late proposals (HAR§3-143-603);
- 4) Inadequate response to request for proposals (HAR §3-143-609);
- 5) Proposal not responsive (HAR §3-143-610(a)(1));
- 6) Applicant not responsible (HAR §3-143-610(a)(2)).

1.21 Notice of Award

A statement of findings and decision shall be provided to each responsive and responsible applicant 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 provider(s) awarded a contract prior to the contract commencement date. The State of Hawaii is not liable for any costs incurred prior to the official starting date.

1.22 Protests

Pursuant to HRS §103F-501 and HAR Chapter 148, an applicant aggrieved by an award of a contract may file a protest. The Notice of Protest form, SPOH-801, and related forms are available on the SPO website. (Refer to Section 1.2, Website Reference for website address.) Only the following matters may be protested:

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

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

Head of State Purchasing Agency	Procurement Officer
Name: Procurement Director	Name: Debra Farmer
Title: Director, Procurement and Contracts Branch	Title: Administrator, OCISS/SSB/SES
Mailing Address: 94-275 Mokuola Street, Room 200 Waipahu, Hawaii 96797	Mailing Address: 475 22 nd Avenue, Building 302, Room 117 Honolulu, Hawaii 96816
Business Address: Same as above.	Business Address: Same as above.

1.23 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.

1.24 Provider Compliance

All providers shall comply with all laws governing entities doing business in the State.

- A. Tax Clearance. Pursuant to HRS §103-53, as a prerequisite to entering into contracts of \$25,000 or more, providers are required to have a tax clearance from the Hawaii

State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). Refer to Section 1.2, Website Reference for DOTAX and IRS website address.

- B. **Labor Law Compliance.** Pursuant to HRS §103-55, providers shall be in compliance with all applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety. Refer to Section 1.2, Website Reference for the Department of Labor and Industrial Relations (DLIR) website address.
- C. **Business Registration.** 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 shall be registered and in good standing with the Department of Commerce and Consumer Affairs (DCCA), Business Registration Division. Foreign insurance companies must register with DCCA, Insurance Division. More information is on the DCCA website. Refer to Section 1.2, Website Reference for DCCA website address.

Providers may register with Hawaii Compliance Express (HCE) for online compliance verification from the DOTAX, IRS, DLIR, and DCCA. There is a nominal annual registration fee (currently \$12) for the service. The HCE's online "Certificate of Vendor Compliance" provides the registered provider's current compliance status as of the issuance date, and is accepted for both contracting and final payment purposes. Refer to Section 1.2, Website Reference, for HCE's website address.

Providers not utilizing the HCE to demonstrate compliance shall provide paper certificates to the purchasing agency. All applications for applicable clearances are the responsibility of the providers. All certificates must be valid on the date it is received by the purchasing agency. The tax clearance certificate shall have an original green certified copy stamp and shall be valid for six months from the most recent approval stamp date on the certificate. The DLIR certificate is valid for six months from the date of issue. The DCCA certificate of good standing is valid for six months from date of issue.

1.25 Wages Law Compliance

If applicable, by submitting a proposal, the applicant certifies that the applicant is in compliance with HRS §103-55, Wages, hours, and working conditions of employees of contractors performing services. Refer to Section 1.2, Website Reference for statutes and DLIR website address.

1.26 Campaign Contributions by State and County Contractors

HRS §11-355 prohibits campaign contributions from certain State or county government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body. Refer to Section 1.2, Website Reference for statutes and Campaign Spending Commission website address.

1.27 General and Special Conditions of Contract

The general conditions that will be imposed contractually are attached to this RFP. Special conditions may also be imposed contractually by the state purchasing agency, as deemed necessary.

Section 2

Service Specifications

2.1 Overview, Purpose or Need, and Goals of Service

Commonly Used Abbreviations or Acronyms

Term/Acronym	Definition
ADAAA	Americans with Disabilities Act Amendments Act of 2008
BLS	Basic life support
CA	Contract Administrator
CC	Care Coordinator
CNA	State of Hawaii Certified Nurse Aide
CPR	Cardio-pulmonary resuscitation
DES	District Educational Specialist
eCSSS	Electronic Comprehensive Student Support System
FAPE	Free Appropriate Public Education
FERPA	Family Educational Rights and Privacy Act
HAR	Hawaii Administrative Rules
HHA	State of Hawaii Home Health Aide
HIDOE	Hawaii Department of Education
HIPAA	Health Insurance Portability & Accountability Act
HRS	Hawaii Revised Statutes
IDEA	Individuals with Disabilities Education Improvement Act of 2004
IEP	Individualized Education Program
Itinerant	Requiring the nurse to travel from one school site to another to provide nursing treatment services (less than three hours treatment time per assignment)
Licensed medical provider	Physician/Medical Doctor (MD); Osteopathic physician/Doctor (DO); Physician's Assistant (PA); Advanced Practice Registered Nurse (APRN)
LPN	State of Hawaii Licensed Practical Nurse
Section 504	Section 504 of the Rehabilitation Act of 1973
Section 504 Plan	Section 504 Accommodation & Related Services Plan
POC	Point of Contact
RN	State of Hawaii Licensed Registered Nurse
SA	School Administrator
SSC	Student Services Coordinator

The HIDOE ensures that all students with disabilities, aged three (3) to twenty-two (22) years have available to them a FAPE in accordance with the IDEA and Section 504. IDEA requires the provision of special education and related services to students with disabilities.

Skilled nursing services is a related service provided to students with significant health conditions who require nursing care and monitoring by qualified nursing personnel in order to attend school during school hours as prescribed by the student's licensed medical provider and determined necessary by the student's IEP or Section 504 Plan. Skilled nursing services provide access to the general education curriculum, not to improve student's medical condition.

The HIDOE seeks applications from qualified providers to provide skilled nursing services. Such services must be prescribed by a Hawaii-licensed medical provider (i.e., MD, DO, PA, or APRN).

For the 2015-2016 school year, it is estimated that approximately three hundred (300) or more students with a chronic physical condition that results in a temporary or prolonged dependency on nursing care that requires daily skilled nursing intervention will be attending public schools statewide, including Public Charter Schools. For SY 2014-15, about two hundred thirty-five (235) of the two hundred ninety-five (295) eligible students reside on Oahu attending ninety-two (92) public and public charter schools. The remainder of students reside on the neighbor islands, with some in remote rural areas. Qualified nursing personnel are needed to provide skilled nursing services, statewide, to meet the needs of eligible HIDOE students.

2.2 Planning Activities

In preparation for the drafting of this Contract, the HIDOE reviewed HIDOE's experience with previous contracts for Skilled Nursing and other relevant services. In addition, a request for information (RFI) was issued and posted on the State of Hawaii, State Procurement Office website on September 8, 2014, and written comments were due by October 6, 2014.

2.3 Demographics and Funding

Target population to be served:

The service activities under this anticipated Contract are to be provided to eligible HIDOE students. Students are aged 3-22 years who require specialized health care/nursing services in order to attend school during school hours as prescribed by the students' licensed medical provider and determined necessary by the student's IEP or Section 504 Plan.

Geographic coverage of service:

Statewide. The distribution of the target population are expected to remain substantially the same as described in the following chart.

(SY 2014-15)

Island	District/Geographical Region	Number of Schools	Number of Students
Oahu	Honolulu	33	59
	Windward	12	26
	Central	24	58
	Leeward	23	92
Hawaii	Kona (West Hawaii)	7	8
	Hilo (East Hawaii)	4	6
	South Hawaii	5	7
	North Hawaii	2	3
Maui/Molokai/ Lanai	Maui	13	20
	Molokai	3	3
Kauai	Kauai	5	13
TOTAL		131	295

* Current as of 1.16.15

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 **FIVE MILLION EIGHT-HUNDRED THOUSAND AND NO/DOLLARS (\$5,800,000.00)** per year may be available, contingent upon the appropriation of funds and the need for services.

2.4 Contract Award and Term

Single or multiple contracts to be awarded (HAR §3-143-206):

Single **Multiple** **Single & Multiple**

Contract shall be awarded to the proposal earning the highest score, providing that the proposal earns at least ninety (90) points. If a proposal does not score at least ninety (90) points, the proposal will be considered non-responsive and will not be considered for award.

Term of Contract(s)

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

Conditions for Extension:

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

2.5 Secondary Purchaser Participation

(Refer to HAR §3-143-608)

After-the-fact secondary purchases will be allowed.

Planned secondary purchases: None

2.6 Service Activities

The services required are as follows:

Skilled Nursing Services. Provision of qualified licensed and/or certified nursing personnel (e.g., Certified Nurse Aide (CNA) or Home Health Aide (HHA), Licensed Professional Nurse (LPN), Registered Nurse (RN)), to administer authorized skilled nursing services to eligible students, as directed by the HIDEOE as determined appropriate and necessary by the PROVIDER based on the licensed medical provider’s (i.e., MD,

APRN, DO, or PA) prescribed services. PROVIDER shall administer treatments as prescribed by the licensed medical provider and approved by the HIDEOE within the student's school day. PROVIDER shall make reasonable accommodations in the administration of treatments/nursing interventions to ensure the skilled nursing service is not a barrier to student's attendance at school and from participating in the student's educational program/activities.

Skilled nursing services are procedures and interventions requiring the clinical skills and didactic knowledge of a qualified licensed professional nurse (e.g., RN, LPN) and/or qualified trained aide with RN supervision (e.g., CNA/HHA).

Examples of skilled nursing included but not limited to:

1. Tracheostomy care and suctioning as needed.
2. Ventilator care and monitoring which includes diligent monitoring of patient and oxygenation.
3. Pulse oximetry for monitoring arterial oxygen saturation.
4. Preparation and administration of gastrostomy, jejunostomy, and nasogastric tube commercial and customized enteral formula feedings (physician ordered formulation due to medical condition which may involve parent/legal guardian preparation) by drip, pump, and/or syringe bolus methods.
5. Nebulizer treatments, routine and on an as needed basis.
6. Administration of medications via various delivery routes.
7. Diabetic care which may include: blood glucose monitoring, carbohydrate counting, and insulin calculation and administration.
8. Urinary catheterizations.

Skilled nursing services are provided for students whose disability includes complex physical health needs; however, it is not the primary cause of their learning difficulties. Skilled nursing services are a related service, which is required to assist a student with a disability to benefit from special education and to access the general education curriculum opportunities akin to student's non-disabled peers. Skilled nursing services must be carried out in accordance with the student's IEP or Section 504 Plan and as prescribed by student's licensed medical provider.

The provision of services under this Contract provided primarily to eligible students may involve performance of ancillary, support, or administrative services related to the provision of skilled nursing services which include but are not limited to the following:

1. Lifting, moving, ambulating, assisting in range of motion exercises, and positional changes of non-ambulatory students minimally every two (2) hours.
2. Developing and updating emergency-action and/or individualized health-care plans for students serviced.
3. Providing in-transit skilled-nursing care, e.g., nursing care on bus transports which may include lifting, moving, and positioning of eligible students.

4. Developing and maintaining student's nursing chart/record, including health-related plans.
5. Documenting in student's nursing chart/record, both hardcopy and electronically.
6. Clear, unequivocal communication with HIDOE personnel, its agents, and families to coordinate schedules and ensure staffing coverage.
7. First Aid and CPR interventions when necessary.
8. 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 Section 504 Plan, and/or as authorized by the HIDOE. Services must be integrated into the student's educational program to ensure minimal disruption to the educational and other related services the student receives during the school day. If the IEP or Section 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 HIDOE. 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 at the school or at a site identified, as appropriate, by the IEP and/or Section 504 team. Student's school day may include transport time via school bus, to and from school, as indicated by the student's specific requirements. The service days shall be based on the student's home school calendar.

PROVIDER to follow state directives regarding any school closures. When schools are closed, PROVIDER's employees or agents are not to report to the school site.

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

2.7 Qualifications

A. Experience

Skilled Nursing Experience. PROVIDER shall have at least three (3) years of experience as a contract provider providing the type of skilled nursing services described in this Contract.

Pediatric Experience. PROVIDER must have at least three (3) years of experience as a contract provider providing skilled nursing services to the pediatric population. Pediatric experience specifically in a school, community, or home setting, to children aged three (3) to twenty-two (22) years who have disabilities requiring skilled nursing services preferable.

B. Organization

The PROVIDER must possess an organizational structure, capacity and the capability to execute and comply with all Contract requirements and obligations. PROVIDER must, at minimum, have the following:

1. **Primary Source Verification.** The PROVIDER must maintain written policies and procedures, subject to HIDEOE approval, that identify the PROVIDER's process for primary source verification of all personnel.
2. **Protocols and Policies.** The PROVIDER must have policies, protocols and procedures to ensure full compliance with all provisions of the Contract. PROVIDER must provide services as specified in accordance with HIDEOE established protocols, policies, guidelines, certifications, and/or waivers.
 - **Student's Nursing Charts/Records.** PROVIDER to document all relevant nursing interventions in student's nursing chart/records maintained at the school, in accordance with professional nursing standards. Documentation will occur for each face-to-face session with the student. Student nursing chart/records shall be considered educational records and the property of the HIDEOE. Upon completion of the school year, nursing chart/records contents will be filed as part of the student educational record.
 - 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., FERPA, HIPAA.
 - **Continuity of Care.** Continuity of care must be provided to ensure the safety and well-being of students. PROVIDER 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. PROVIDER 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.** 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.
3. **Billing.** Billing must be timely, accurate and appropriate. PROVIDER 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 completed by fully trained and appropriate qualified staff, etc.). Billing invoices shall be received by the

HIDOE within sixty (60) days of the last day of the month the services were provided.

- Once claim/invoice is properly submitted, the HIDOE 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 HIDOE's requirement to pay within thirty (30) days shall end. After that, the HIDOE's 30-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 HIDOE shall not consider any late claims.
- All appeals and corrections for reporting/claims/invoice rejections must be resolved within one hundred twenty (120) calendar days from the day that the initial claim(s)/invoice(s) was first submitted. After that cumulative 120-day period, the HIDOE may reject those claim(s)/invoice(s) for any reason and for no reason.

4. Audit, Reimbursement and Reconciliation

The HIDOE's preliminary determination of claims being appropriate and allowable shall be subject to later verification and subsequent audit. The HIDOE 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 HIDOE, resolution of all discrepancies in performance of services monthly claims (or reports), and completion of all outstanding matters under this Contract.

- The HIDOE reserves the right to further 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 in addition to monthly invoicing review and reconciliation.

- 5. Confidentiality.** 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.
- 6. Staffing Management Plans.** PROVIDER must ensure and demonstrate that they are available twenty-four (24) hours a day and seven (7) days a week to meet the staffing needs of eligible students in the schools.
- 7. Past Performance.** PROVIDER may submit references and recommendations from contracts they have been awarded in the past five (5) years to demonstrate strength, performance, and capability of the PROVIDER. Complete Offer Form 2, Client Project Information.

C. Personnel

1. **Nurses.** PROVIDER shall furnish the HIDEOE with qualified nursing personnel to implement the Contract requirements. PROVIDER shall provide qualified substitute personnel when assigned personnel fails to report for duty at an assigned school site. If PROVIDER's employee or agent refuses to provide services as defined in this contract, PROVIDER shall provide a qualified replacement.

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-two (22) years] having disabilities requiring skilled nursing services. (Note: Exceptions to the one-year requirement may be granted, at the HIDEOE's sole discretion, with the HIDEOE approval and PROVIDER supplied documentation of additional PROVIDER supervision, training, and competency requirements).
 - C. Possess current certification in BLS Health Care Provider 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.
2. **Nurse's Aides.** PROVIDER shall furnish the HIDEOE with qualified State of Hawaii CNAs and/or HHAs to provide those nursing services that are delegable at the discretion and judgment of the licensed RN, in accordance with 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 HHA;
- B. Possess at least one (1) year experience as a CNA or HHA working with children or a pediatric population, aged three (3) to twenty (22) years;
- C. Possess pediatric experience specifically in a school, community, or home setting, to children aged three (3) to twenty (22) years who have disabilities requiring skilled nursing services preferable.
- D. Be able to competently and safely perform prescribed skilled nursing procedures as directed and supervised by the delegating RN;
- E. Possess current certification in BLS Health Care Provider CPR with automated external defibrillator (AED) for children and adults AND First Aid.

- F. Possess the knowledge, skills and abilities to competently perform the applicable services required by this Contract.
3. **Supervisor.** 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 agency training and orientation on agency's and HIDOE's policies.
 - B. Provide clinical instruction and assessment to agency employees to ensure clinical competencies of personnel at the time of hiring, annually, and as necessary.
 - C. Provide orientation for each agency nurse covering a minimum of four (4) schools in the district as well as the particular student(s) needs related to the skilled nursing services.
 - D. Provide orientation regarding any new student and/or school assignment requiring skilled nursing services.
 - E. Provide quarterly in-services (continuing education) on pediatric school related topics and safety issues, which may include introduction of new durable medical equipment and/or supplies.
 - F. Serve as PROVIDER's point of contact with the schools, districts, and HIDOE designee.
 - G. Serve as PROVIDER's point of contact for students and families.
 - H. Provide administrative and clinical supervision of the school-based RN, LPN, CNA and/or HHA providing direct skilled nursing services to students in the schools.
 - I. Coordinate logistics of staffing assignments in the respective schools (e.g., caseload per nurse based upon licensure, experience, student acuity, student(s) location, etc.).
 - J. Provide coverage of staffing (direct face-to-face nursing services to students) if the nurse staffing census is low, assist in clinical emergencies requiring additional nursing staffing coverage, community based instruction (CBI) and/or field trip staffing needs, coverage of itinerant nursing as needed if assigned nurse is delayed at another itinerant school assignment due to unforeseen circumstances, and concerns related to safety and nursing practices till a proper nursing assessment can be conducted. (PROVIDER to ensure HIDOE is not invoiced multiple times for supervisor/manager's service time).
 - K. Conduct record reviews using a standardized audit tool and updating all Emergency Information Forms and nursing treatment plans in the school charts/records.
 - L. Provide Quality Assurance.
 - M. Ongoing assessment of the nursing needs of eligible students and notification to school IEP or Section 504 Plan team if student condition or skilled nursing needs have changed.

- N. Review licensed medical provider's orders, documentation, and treatment plans for appropriateness. Obtain the licensed medical provider's signature for all medical orders and then authorize the medical order before faxing it back to the school for the classroom nurse to implement.
- O. Obtain and authorize annual renewal of continuing student's licensed medical providers' orders prior to the first day of the new school year. Update nursing care plans and Emergency Action Plans (EAP) concurrently while communicating actions taken with students' school team designated care coordinator.
- P. Communicate with student's licensed medical providers as needed. Case manage student's health/nursing needs in school by collaborating with respective healthcare providers via nursing assessment, planning, facilitation, coordination, evaluation and advocacy for options and services to meet students' comprehensive health needs through communication and available resources to promote quality, cost-effective outcomes.
- Q. Creating and updating of individualized health plans, including Emergency Action Plans, to address the health and safety issues of students including when the nurse is not available at the time urgent intervention is required.

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

- A. Possess current State of Hawaii nursing license as a RN.
- B. Possess at least three (3) years of experience providing the type of skilled nursing services described in this Contract.
- C. Possess at least one (1) year of experience providing skilled nursing services to a pediatric population aged three (3) to twenty-two (22) years having disabilities requiring skilled nursing services. (Note: Exceptions to the one-year requirement may be granted, at the HIDOE's sole discretion, with the HIDOE approval and PROVIDER supplied documentation of additional PROVIDER supervision, training, and competency requirements).
- D. Possess current certification in BLS, CPR with AED for children and adults and First Aid.
- E. Possess the knowledge, skills and abilities to competently perform the skilled nursing treatments required by this Contract.

The HIDOE reserves the right to refuse the services of any employee, agent, volunteer or prospective employee of the PROVIDER for any reason or for no reason.

- 4. **Training.** PROVIDER's personnel must be informed and possess a working knowledge of HIDOE 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 nursing personnel, as well as

the relevant implications for nursing care. PROVIDER's personnel must be in-serviced on student's condition(s) and relevant treatment(s), including best practices in meeting the student's health needs.

- B. **Plans.** Emergency Action and/or individualized 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, nutrition, and roles of providers in skilled nursing services.
- 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 HIDEOE electronic database, which must be inputted within five (5) working days, on the nursing services provided during school hours (including bus transports).

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

- E. **Schools.** Location of school(s), school layout(s), classrooms, classrooms where students requiring the services are located, pertinent HIDEOE rules and communication protocols, and required and appropriate conduct on school grounds.
 - F. **Communication.** Communicating clearly and effectively with parents and designated school team personnel.
5. **Orientation.** In addition to training outlined above, all nursing personnel providing skilled nursing 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.

D. Staffing

Personnel. PROVIDER shall make every effort and determination to provide qualified nursing personnel to meet the health and safety needs of eligible students requiring skilled nursing services. Refer to guiding document Attachment 2: Staffing Tool

PROVIDER to:

1. Assign a CNA/HHA with appropriate RN supervision and oversight for routine and low to medium complexity (i.e., relatively predictable) nursing interventions in accordance with State of Hawaii rules and regulations, when appropriate and possible.
2. Communicate clearly and submit written rationale with data to the HIDEOE on the need to assign a school or student with additional nursing personnel.

2.8 Pricing Structure

Contract rates shall be at established rates per service hour billed at minimum quarter hour units (0.25) rounded up to next nearest quarter hour and based on qualified nursing personnel's credentials.

PROVIDER shall bill HIDOE for all eligible students requiring skilled nursing services during the school day as **authorized** by their IEP or Section 504 Plan Team as documented and approved by the HIDOE.

Hard to fill, remote or rural locations (i.e., Molokai, Lanai, Hana, Lahainaluna, Honokaa, Kapaa, Kau, Keaau, Kohala, Pahoia, Honokaa, Kahuku, and Laie) shall be billed at the CNA, RN4 or LPN4 rate for continuous and classroom nursing service students, dependent upon provider's credentials, to ensure services are provided to the eligible student(s), with the approval of the HIDOE. If itinerant level of need, visit rate applies.

Continuous Nursing Service

A student's needs as determined in their IEP or Section 504 Plan and prescribed medical treatments by a licensed medical provider's order(s) requiring nursing services to be provided continuously throughout the school day without interruption.

Continuous nursing services:

- Begins the moment the qualified nursing personnel is expected to report (or the moment the qualified nursing personnel actually does report, whichever is later) to a designated site to begin services for the student as specified on the authorization and communicated to the PROVIDER. This may include: receiving the student at school; departing the school on the bus to pick-up the student (other students may also be picked up and/or dropped off during the bus route); and/or meeting the student at the student's residence to be transported to school (when agreed to be appropriate between IEP/Section 504 team, PROVIDER, and HIDOE Student Transportation Services Branch).
- Ends when the student is released from school to a parent/legal guardian/legally appropriate qualified authority for the student; when the qualified nursing personnel returns to school campus on the bus after dropping the student at the student's residence; and/or is dropped off at the student's residence (when agreed to be appropriate between IEP/Section 504 team, PROVIDER, and HIDOE Student Transportation Services Branch).
- May include the qualified nursing personnel's presence during bus transportation to and from school as required by the student's IEP or Section 504 Plan with supporting licensed medical providers' order(s) and off campus activities (i.e., CBI, field trips). For purposes of transportation efficiency, this may include reasonable amounts of time continuing on route before or after the qualified nursing personnel's assigned student is picked up or dropped off at designated sites.

The fee schedule, based upon current Department of Health's Hawaii Medicaid Waiver Developmental Disabilities Division rates, for this service will vary depending on the total number of students requiring continuous care and classroom nursing service(s) at the same school with the same nursing personnel.

Example

LPN2 would be used for continuous nursing services being provided to two (2) students at the same school by the same nurse if their schedules are identical.

Student A 0745-1430 (includes bus transport time)

Student B 0745-1430 (includes bus transport time)

PROVIDER to bill/invoice:

LPN2 student A 0745-1430 (\$17.50 per hour)

LPN2 student B 0745-1430 (\$17.50 per hour)

Classroom Nursing Service

A student's needs as determined in their IEP or Section 504 Plan and prescribed medical treatments by a licensed medical provider's order(s) requiring skilled nursing services be provided at specific times during the school day. A nurse providing skilled nursing services to a continuous nursing service student at the same school would typically provide this type of service.

Classroom nursing service hours would be provided and documented by the nurse on the same timesheet as the continuous nursing service student(s). Treatment times will vary by student, but billable time will always be at least fifteen(15) minutes in duration (0.25 hours).

The fee schedule, based upon current Hawaii Medicaid Waiver Developmental Disabilities Division rates, for the classroom nursing service will always be dependent upon the number of students serviced at the scheduled treatment/service time by the qualified nursing personnel and dependent upon their credentials.

Example

A RN is scheduled to cover a school with:

Two (2) continuous level students A and B (0730-1430) at 7.00 hours per day.

One (1) student C requiring a gastrostomy tube feed (0800-0930) at 1.50 hours per day

One (1) student D requiring blood glucose testing, carbohydrate counting, and insulin administration (1100-1200) at 1.00 hour per day

PROVIDER to bill/invoice:

Jane Doe RN2 Student A (\$25.00 per hour for 0.50 hours, 0730-0800;

Jane Doe RN2 Student B (\$25.00 per hour) for 0.50 hours, 0730-0800.

Jane Doe RN3 Student A (\$20.00 per hour) 0800-0930;

Jane Doe RN3 Student B (\$20.00 per hour) 0800-0930;

Jane Doe RN3 Student C (\$20.00 per hour) 0800-0930.

Jane Doe RN2 Student A (\$25.00 per hour) 0930-1100;
Jane Doe RN2 Student B (\$25.00 per hour) 0930-1100.

Jane Doe RN3 Student A (\$20.00 per hour) 1100-1200;
Jane Doe RN3 Student B (\$20.00 per hour) 1100-1200;
Jane Doe RN3 Student D (\$20.00 per hour) 1100-1200.

Jane Doe RN2 Student A (\$25.00 per hour) 1200-1430;
Jane Doe RN2 Student B (\$25.00 per hour) 1200-1430.

Itinerant Nursing Service

A student's needs as determined in their IEP or Section 504 Plan and prescribed licensed medical providers' order(s) requiring skilled nursing services be provided at specific times during the school day. A student receiving skilled nursing services classified as an Itinerant Nursing Service, would typically be the only student requiring skilled nursing services in their class or school and the treatment/authorization times will always be less than three (3.00) hours in duration.

Itinerant nursing service students are generally grouped together on pre-determined routes with other students at other school sites requiring this level of care, to maximize the qualified nursing personnel's time and meet the individual student's needs.

The rate for the itinerant nursing service will be a visit rate. A visit rate is determined to be \$100.00 (RN), \$70.00 (LPN) and \$25.00 (CNA/HHA) based upon the credentials/licensure of the personnel.

Example

Student A is authorized to receive one (1.00) hour per day of Skilled Nursing Services for a gastrostomy tube feeding.

The RN goes to another school after the first assignment to provide a gastrostomy tube feeding over 2.50 hours to Student B. Authorized 2.75 hours per day.

PROVIDER will invoice RN ITIN 2.00 hours (\$100.00) for Student A.

PROVIDER will invoice RN ITIN 2.00 hours (\$100.00) for Student B.

No Call/No Show

Through no fault of the PROVIDER, the PROVIDER is not notified by the school and/or legal guardian of student that nursing services are not required for the day and the nursing personnel reports to the school, PROVIDER to invoice "No Call/No Show \$50.00". School personnel to verify on timesheet.

Example

RN arrives at school to service student A but student is not present. School contacts family and informed that student not attending today. PROVIDER to invoice “No Call/No Show \$50.00”.

HIDOE Mandatory Training

When PROVIDER directed to attend mandatory HIDOE training to provide ongoing support for the electronic submission to the HIDOE database, the PROVIDER to invoice at the rate of the credentials/licensure of the personnel and verified by the HIDOE personnel.

Example

RN directed to attend 2.00 hour training on eCSSS/SVM from 1430-1630
PROVIDER will invoice RN1 2.00 hours at \$50.00 per hour from 1430-1630 (total \$100.00).

2.9 Other**Litigation**

The PROVIDER 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.

2.10 Reporting Requirements for Program and Fiscal Data**1. Sentinel Event/Incident Notification Reports**

The PROVIDER must have policies and procedures, approved by the HIDOE, that address sentinel events and incident notification. The HIDOE will provide a Sentinel/Incident report form to the PROVIDER. These policies must address: (1) how the PROVIDER shall notify the respective SA and the HIDOE 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 PROVIDER tracks the occurrence of all sentinel events and incidents to identify trends and patterns in order to implement improvements; and (3) a complete analysis of the event as well as actions taken to address the event. Upon a sentinel event, the PROVIDER shall inform the HIDOE utilizing the prescribed HIDOE format.

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

Medicaid Reimbursement Claims: The HIDOE intends to file claims for Medicaid Reimbursement for all eligible services; the PROVIDER is not required to file Medicaid claims.

2. Invoice Summary

The PROVIDER shall submit a monthly summary with the monthly invoices that includes:

- a. District serviced
- b. Name of student(s) grouped by name of school attending or by itinerant route assigned
- c. Student(s) school attendance (i.e., present, absent)
- d. Authorized hours per student (i.e., daily and monthly)
- e. Total hours invoiced per student for the month
- f. Total cost per student for the month
- g. Total cost for the District for the month

3. Reporting Requirements for Program Data

The PROVIDER shall input nursing required information and data into the HIDEOE hard copy nursing chart/record and electronic database in its designated format located at the eligible student(s) school. PROVIDER shall document the information in the nursing records within twenty-four (24) hours in the hard copy record and five (5) working days in the electronic database from the day of the service provided, after mandatory HIDEOE training is provided.

The PROVIDER must make any and all student and financial records available upon request by the HIDEOE within two (2) working days of the request.

Documentation of skilled nursing services activities required by the HIDEOE 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 chart/record and maintained at the school in hardcopy format in addition to the HIDEOE electronic database.

2.11 Contract Monitoring and Evaluation

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

1. Quality Assurance and Evaluation Specifications
 - a. **Contract Monitoring.** The PROVIDER must participate in contract monitoring as requested by the HIDEOE. This contract monitoring shall focus on compliance with the HIDEOE monitoring protocol and compliance with all administrative and fiscal aspects of the Contract.

- b. **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 HIDOE. PROVIDER must accurately input required skilled nursing services into the Service Log of the electronic eCSSS within five (5) calendar days of services after mandatory HIDOE training is provided.
 - c. **Evaluation/Document Review.** The HIDOE reserves the right to evaluate the PROVIDER's program/service delivery or financial records/billing information for program monitoring purposes through either, or both, an on-site evaluation or a documentation review.
 - d. **Quality Assurance, GSP.** The PROVIDER shall comply with the applicable Districts/Complexes General Supervision Process (GSP). The PROVIDER shall develop and implement a quality management plan that has been approved by the HIDOE, and participate in quality assurance and improvement activities to continuously improve the provision of nursing services in HIDOE schools. The plan shall include evidence and be available for HIDOE review.
 - e. **Accuracy.** The PROVIDER shall retain responsibility for the accuracy of all work and services performed under this contract.
 - f. **Competence and Continuing Education.** The PROVIDER shall ensure the qualifications, accurateness, completeness, and competency of all employees; including provision of basic clinical training, initial and as needed, to ensure provision of competent nursing care (e.g., ventilator care and management, tracheostomy care, diabetes training, durable medical equipment). Provide continuing education opportunities on relevant nursing activities provided in the HIDOE schools, including Public Charter Schools.
2. Output and Performance/Outcome Measurements
 PROVIDER shall demonstrate and report quarterly to the HIDOE on:
- a. Timeliness of nursing services delivery (i.e. services provided within half (½) hour or thirty (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 national and state standards of nursing practice), trainings held, sign-in sheets;
 - e. Maintenance of timelines in medical order verification (i.e. within forty-eight (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 HIDOE.

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

- a. Name of student
- b. School, Complex or District
- c. Nursing services provided, licensure or certification of provider
- d. Number of days student present and absent
- e. Unit of services provided to students
- f. Services prescribed by medical provider
- g. Billing cost/amount, total cost per student, total cost per licensure provider, total cost per school, total cost per complex or district

Section 3 Proposal Application

3.1 General Instructions for Completing and Submitting 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.*
- *One (1) original and three (3) copies of the proposals are required. An electronic copy of the proposal is also desired.*
- *The proposal application documents shall be submitted in the following order:*

Proposal Application Identification Form (SPO-H-200)

Table of Contents- Include a listing of all documents included in the application.

Proposal Application Short-Form 1

- 1.0 Qualifications
 - A. Experience
 - B. Organization
 - C. Personnel
- 2.0 Pricing
- 3.0 Other
 - A. Litigation
- 4.0 Attachments
 - A. Offer Form 1, Service Rate Proposal Sheet
 - B. Offer Form 2, Client Project Information
 - C. Attachment 1, Maximum Skilled Nursing Services Rate Schedule
 - D. Attachment 2, Staffing Tool
 - E. Attachment 3, Special Conditions
 - F. Attachment 4, Wage Certificate
 - G. Attachment 5, Federal Certifications
 - H. Attachment 6, General Conditions

3.2 Specific Proposal Application Instructions

3.2.1 Qualifications

- A. 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 HIDOE reserves the right to contact references to verify experience.

B. Organization

Describe, in detail, how your organization addresses and meets the requirements set forth in Section 2.7. Qualifications. Please include any supporting or otherwise relevant documentation including but not limited to procedure manuals and forms. Discussion should include:

- 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 the same student(s) 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; including number of nursing supervisors or managers.
- Description of processes and protocols to provide substitute staff in those cases where assigned staff does not report to duty at the assigned school, including the proposed process to provide notification to the HIDOE.
- 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.

C. Personnel

Describe, in detail, how your organization intends to ensure that the requirements are met as set forth in Section 2.7 Qualifications. 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.

Redact as appropriate in this section any personally identifiable information (e.g., Social Security Numbers).

3.2.2 Pricing

Submit Service Rate Proposal Sheet provided (See Offer Form 1). Describe, in detail, your organization's capacity to bill and provide expense information as required herein, as well as your experience as a billing provider.

Fee rates on the Service Rate Proposal Sheet (Offer Form 1), to be completed based upon established Maximum Skilled Nursing Services Rate Schedule (Attachment 1).

Proposed fee rates exceeding the rates established under the Maximum Skilled Nursing Services Rate Schedule SY 2015-16 (Attachment 1) will not receive any points in the evaluation scoring under the Evaluation – Pricing and Billing section.

3.2.3 Other

A. Litigation

The applicant shall disclose any pending litigation to which they are a party, including the disclosure of any outstanding judgment. If applicable, please explain. *(Statements regarding litigation will not carry any point value but are required.)*

Section 4

Proposal Evaluation

4.1 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.

4.2 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 upon completion of the evaluation process.

Evaluation of
RFP F15-010, Skilled Nursing Services
Issued February 11, 2015

Applicant:
Proposal Application ID:

<i>Criterion</i>	<i>Total Possible Score</i>	<i>Score</i>
Qualifications		
<i>Experience</i>	25	
<ul style="list-style-type: none"> • Experience providing skilled nursing services • Skills, abilities, knowledge and experience in the delivery of proposed services • Capacity to provide proposed services by HIDOE's school district(s) • Past performance • Sufficiency of quality assurance and evaluation plans for the proposed services, including methodology 	10 5 5 3 2	
Comments:		
<i>Organization</i>	45	
<ul style="list-style-type: none"> • Proposed staffing pattern is reasonable to ensure efficient and accurate provision of the proposed services • Has established training and orientation program for employees • Has established protocols and processes to ensure that records are maintained as required and in compliance with the contract provisions. • Plans and approach to service activities and management meet the service delivery requirements stated in this RFP • Has knowledge of confidentiality laws including HIPAA and FERPA • Organization chart provided and is complete. • Has protocols to handle unusual situations, reporting mechanisms and experiences in orienting and training new staff 	20 10 8 4 1 1 1	
Comments:		
<i>Personnel</i>	15	
<ul style="list-style-type: none"> • Sufficient number of fully qualified and appropriately experienced personnel. • Ability to recruit, train and supervise all staff necessary for delivery of proposed services 	6 5	

<ul style="list-style-type: none"> Managers and supervisors have capacity and experience to coordinate and oversee and administer the service and service delivery Number of nursing supervisor(s) or manager(s) required is fair and reasonable 	<p>2</p> <p>2</p>	
<p>Comments:</p>		
<p>Pricing and Billing</p>	<p>15</p>	
<ul style="list-style-type: none"> Capacity to bill and provide expense information as required Price meets the rates established under the Maximum Skilled Nursing Services Rate Schedule SY 2015-16 Price is below rates established under the Maximum Skilled Nursing Services Rate Schedule SY 2015-16 Past experience 	<p>6</p> <p>5</p> <p>1</p> <p>3</p>	
<p>Comments:</p>		
<p>TOTAL:</p>		<p>100</p>

Section 5

Attachments

- A. Offer Form 1, Service Rate Proposal Sheet
- B. Offer Form 2, Client Project Information
- C. Attachment 1, Maximum Skilled Nursing Services Rate Schedule
- D. Attachment 2, Staffing Tool
- E. Attachment 3, Special Conditions
- F. Attachment 4, Wage Certificate
- G. Attachment 5, Federal Certifications
- H. Attachment 6, General Conditions

PROVIDER: _____

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Offer Form 1 – Service Rate Proposal Sheet

To be completed by Applicant and submitted with Applicant’s Proposal.

Service Description	Provided by	Students Served in Class, bus	Proposed Fee Rate Per Hour Per Student (\$)	Total per Hour (\$)
Supervisor	RN	N/A		
<u>Continuous, Classroom, bus transport services</u> Provided to Eligible: IDEA (Individuals with Disabilities Education Improvement Act of 2004) as verified by IEP And/or Section 504 Plan as verified by Section 504 Plan	RN	1		
	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			
CNA/HHA	4			
CNA/HHA	5			

<u>Itinerant services</u> <u>Visit Rate</u> Visit rate Authorization of treatment/service that is less than three (3) hours in duration at the rate of the credentialed/licensure of the nursing personnel. Typically this service level is for a student in a school with no continuous level of care students in the same classroom and/or school. (as verified by IEP or Section 504 Plan)	Provided by	Proposed Fee Rate (\$)	
		RN ITIN	
		LPN ITIN	
		CNA/HHA ITIN	

No Call/No Show	Proposed Fee Rate (\$)
PROVIDER is not notified by the school and/or legal guardian of student that nursing services are not required for the day and the nursing personnel reports to the school.	

PROVIDER: _____

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HIDOE Mandatory Training (eCSSS/SVM)	Licensure/Credential	Proposed Fee Rate Per Hour (\$)
	RN	
	LPN	
	CNA/HHA	

Applicant Capacity by Geographic Region

Geographic Region	Number of students requiring Continuous & Classroom Nursing Services	Number of students requiring Itinerant Nursing Services Only	Total Students	Capacity to service area
Honolulu	51	8	59	
Windward	17	9	26	
Central	48	10	58	
Leeward	87	5	92	
Big Island	17	7	24	
Maui/ Molokai/ Lanai	14	9	23	
Kauai	12	1	13	

PROVIDER: _____

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Offer Form 2 - Client Project Information

To be completed by Applicant and submitted with Applicant's Proposal

Directions:

- Please provide information regarding recent projects.
- Submit up to five (5) separate Offer Form 2s, identifying clients who may be contacted.
- Any supplemental information related to this project although not required, should be attached to the respective Offer Form 2.

Name of Your Company:	
<i>Name of Client:</i>	
<i>Name of Client Contact Person:</i>	
<i>Client's Phone Number:</i>	
<i>Date or period of project/service:</i>	
<i>Description of project/services rendered:</i>	
<i>Other Information or comments:</i>	
<input type="checkbox"/> <i>check here if supplemental information related to this project is attached.</i>	

Attachment 1

**MAXIMUM SKILLED NURSING SERVICES RATE SCHEDULE
(CONTINUOUS, CLASSROOM, BUS TRANSPORT SERVICES, ITINERANT/VISIT)
SCHOOL YEAR 2015-16**

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

RN	Supervisor	\$55.00 per hour	\$55.00
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LPN RATE			
Position	Description	Maximum Rate Per Hour, Per Student	Total per hour
LPN	1 Student served in class, bus	\$35.00	\$35.00
LPN	2 Students serviced in class, bus	\$17.50	\$35.00
LPN	3 Students serviced in class, bus	\$15.00	\$45.00
LPN	4 Students serviced in class, bus	\$13.75	\$55.00
LPN	5 Students serviced in class, bus	\$13.00	\$65.00
LPN	6 Students serviced in class, bus	\$12.50	\$75.00
LPN	7 Students serviced in class, bus	\$12.00	\$84.00
LPN	8 Students serviced in class, bus	\$11.75	\$94.00
LPN	9 Students serviced in class, bus	\$11.50	103.50

CNA/HHA RATE			
Position	Description	Maximum Rate Per Hour	Total per hour
CNA/HHA	1 Student served in class, bus	\$20.00	\$20.00
CNA/HHA	2 Students serviced in class, bus	\$20.00	\$20.00
CNA/HHA	3 Students serviced in class, bus	\$20.00	\$20.00
CNA/HHA	4 Students serviced in class, bus	\$20.00	\$20.00
CNA/HHA	5 Students serviced in class, bus	\$20.00	\$20.00

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RN ITINERANT RATE		
<u>Service Code</u>	<u>Service Description - (less than three (3) hours in duration)</u>	<u>Maximum Rate</u>
RN ITIN	Visit Rate for Itinerant Service Need	\$100.00

LPN ITINERANT RATE		
<u>Service Code</u>	<u>Service Description (less than three (3) hours in duration)</u>	<u>Maximum Rate</u>
LPN ITIN	Visit Rate for Itinerant Service Need	\$70.00

CNA/HHA ITINERANT RATE		
<u>Service Code</u>	<u>Service Description (less than three (3) hours in duration)</u>	<u>Maximum Rate</u>
CNA/HHA ITIN	Visit Rate for Itinerant Service Need	\$25.00

NO CALL / NO SHOW		
<u>Service Code</u>	<u>Service Description No Call / No Show</u>	<u>Maximum Rate</u>
No Call/No Show	Nursing personnel arrives at school with no prior notification that services are not required	\$50.00

HIDOE Mandatory Training (eCSSS/SVM)		
<u>Service Code</u>	<u>Service Description HIDOE Mandatory eCSSS/SVM Training</u>	<u>Service Fee Maximum Rate Per Hour</u>
eCSSS/SVM	HIDOE directed mandatory eCSSS/SVM training	RN \$50.00
		LPN \$35.00
		CNA/HHA \$20.00

Attachment 2**STAFFING TOOL****LEVEL A**

RN	LPN	CNA/HHA
X	X	

Student requires skilled nursing services available at all times

- Unstable
 - Health condition is variable, may not be well-controlled
 - A range of changes in condition could occur, timing of changes difficult to anticipate
 - Health interventions may be required immediately
 - Condition has been diagnosed recently
 - Outcomes/expectations are unpredictable

- Highly Complex
 - Involves multiple considerations in care and may involve multiple systems and complex interrelationships. The range of care needs might not be readily identifiable
 - Assessment requires clinical skill and judgment that may involve making modifications in nursing interventions
 - Potential signs and symptoms or responses in the student's condition can be subtle
 - Negative outcomes are unpredictable
 - Negative outcomes could have overall effect causing an urgent or emergency situation if not managed quickly and appropriately
 - Condition variability is high and may require immediate intervention
 - Close monitoring with immediate availability for assessment/intervention may be necessary
 - Recently diagnosed with unknown range of care needs.

- Student Severely Limited in Ability to Express Needs to Provider
 - Non-verbal
 - Unable to communicate needs or participate in care or decision making

- Conditions or needs may include:
 - Tracheostomy (breathing device in throat) that needs to be monitored and/or replaced
 - Durable medical or technological equipment to assist student in breathing (ventilator)
 - Continuous and as needed oxygen administration
 - Continuous enteral tube (non-oral) feedings
 - Suctioning as needed due to inability to handle own secretions
 - Nebulizer treatments for difficulty breathing
 - Blood sugar testing and insulin administration for student with diabetes and unable to perform self-care
 - Unstable seizure disorder with Diastat or emergency medication administration needs

Exhibit A

- As needed medication or treatments that requires nursing assessment and judgment
- Student receives skilled nursing services in the home requiring RN or LPN level of care

LEVEL B

RN	LPN	CNA/HHA
	X	X

Student requires daily or routine skilled nursing services

- Stable
 - The condition is stable and well-defined
 - Health outcomes are readily identifiable and predictable
 - Guidelines for care are clearly defined (routine)
 - Observations and judgments are considered routine in nature and do not require immediate intervention, but may require coordination of care
- Medium complexity
 - Health Condition is defined and well controlled
 - No significant changes are likely to occur. If changes are likely, they are identifiable and can be anticipated
 - Care needs and outcomes are well-established and predictable
- Student Limited in Ability to Express Needs to Provider
 - Communication and coordination of care require some time and effort
 - Limited verbal skills
- Conditions or needs may include:
 - Preparation and administration of gravity bolus tube feedings (gastrostomy [GT], nasogastric [NG], jejunostomy [JT])
 - Clean intermittent catheterization
 - Ostomy care
 - Routine nebulizer treatments for asthma
 - Administration of routine medications
 - Monitoring self-care of diabetic needs (e.g., blood sugar testing, insulin administration)

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Transportation Considerations

- ◆ Students with significant health needs may require special transportation considerations including appropriate qualified nursing staffing. Staffing must be maintained to address health needs during transport between school, home, and including field trips or community based instruction (CBI), as appropriate.

Exhibit A

- ◆ Communication technology for immediate health consultation must be in place for transportation of students with emergent health issues, if a nurse is not available.
- ◆ An Emergency Action Plan (EAP), if indicated, including transportation considerations and off-school site activities to be distributed to all appropriate involved parties caring for student(s) with skilled nursing needs.

No.	Nursing Interventions	RN	LPN	CNA/HHA
1	Tracheostomy care	X	X	
2	Ventilator management	X	X	
3	Oxygen Administration and monitoring	X	X	
4	Continuous enteral tube feedings	X	X	
5	Suctioning as needed	X	X	
6	Nebulizer treatments, as needed	X	X	
7	Diabetic blood sugar testing and insulin administration, unable to do self-care	X	X	
8	Unstable seizure disorder with emergency medication administration	X	X	
9	As needed medication and/or treatments	X	X	
10	Bolus enteral tube feedings		X	X
11	Clean intermittent catheterization		X	X
12	Routine nebulizer treatments		X	X
13	Routine blood sugar testing and administration of insulin, self-care		X	X
14	Routine medication administration		X	X
15	Ostomy care		X	X
16	Student requires RN or LPN level of care in the home setting	X	X	

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Contract Minimum and Special Conditions

1. CONTRACT ADMINISTRATOR

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

Contract Administrator:	Debra Farmer
Telephone Number:	(808) 305-9806
E-mail Address:	debra_farmer@notes.k12.hi.us

The CA is responsible for:

- the terms, conditions, quantities, specifications, scope of services, other contract terms, and all decisions relating to the contract;
- 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
- notifying Procurement and Contracts Branch (PCB) 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) 305-9806
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.

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

PROVIDER: _____

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- 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. 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 at all times while on school premises.

PROVIDER's employees or agents must maintain a professional attitude, work ethic, and appearance. PROVIDER's employee or agents must be accessible to observations without notice by designated HIDEOE personnel and provide services, as specified in the IEP or Section 504 Plan.

5. CREDENTIALING

PROVIDER shall maintain records providing proof that staff is fully and currently qualified. Documentation of qualifications must include: licensure, certification, experience, and/or training; TB check; criminal background check, including state and federal (FBI) criminal history records search; fingerprinting; as required by this Contract, as well as by applicable laws, rules, regulations, and codes. The 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 PROVIDER must make records available upon request by the HIDEOE within two (2) working days of the request.

The HIDEOE 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.

6. CRIMINAL HISTORY RECORD CHECK REQUIREMENTS

The PROVIDER shall conduct all reasonable investigations which, at a minimum, includes: a criminal background check, including state and federal (FBI) criminal history records search; and fingerprinting; to determine whether an employee, agent, volunteer, or prospective employee including but not limited to administrative and direct service staff members who work in close proximity to children ("Worker"), has been convicted of any criminal offense pursuant to any law enforcement or military authority which would make the Worker unsuited for working in close proximity to children.

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All PROVIDER employees shall meet credentialing requirements prior to any assignment, which includes fingerprinting. The required fingerprint checks shall be completed and a determination of suitability made before any Worker is assigned to any work site. Furthermore, the PROVIDER shall inform the STATE if any Worker providing services under this Contract has been convicted of a criminal offense.

The STATE reserves the right to refuse the services of any Worker of the PROVIDER for any reason or for no reason.

The PROVIDER shall maintain a record of the mandatory criminal history checks performed on each of its Workers in compliance with this section. Additionally, the PROVIDER shall at all times maintain a current list of all new Workers 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.

All costs associated with conducting and processing criminal history checks of the PROVIDER's Workers shall be borne by the PROVIDER.

7. TB CLEARANCE REQUIREMENTS

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

The PROVIDER shall adopt and implement a policy requiring all personnel providing services under this contract to obtain current TB 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, subcontractor or volunteer (Worker) from performing work under this Contract. The CA 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 CA, in writing within ten (10) working days of receipt of the notice. Removal of the employee, agent, subcontractor 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 HIDEOE, its employees or students.

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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. If available, all claims/invoices for services must be submitted online utilizing the Service Verification Module (SVM) in eCSSS within fifteen (15) calendar days after the last day of each calendar month.

The PROVIDER shall submit one (1) original and one (1) invoice copy utilizing the STATE-prescribed invoice form for monthly claim submission. In addition, PROVIDER shall submit a data storage device (e.g. jump drive, etc.) or HIPAA/FERPA compliant transmission of digital data of contracted services provided during the month within sixty (60) calendar days after the last day of each calendar month, using the STATE-prescribed claim format with daily time sheets, RN supervisor time sheets, and a summary of monthly billing (format to be provided by the STATE). Invoices, claim submissions/data storage devices,

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and supporting billing documents shall be submitted to the STATE using the STATE-prescribed format.

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 one hundred twenty (120) calendar days from the day that the initial claim(s)/invoice(s) was first submitted. After that cumulative 120-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.

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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 (2) 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

PROVIDER: _____

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Contract shall commence on July 1, 2015 and shall end twelve (12) months from the date of execution.

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"); Permission will be granted through a formal written agreement concerning the disclosure of personally identifiable information

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(PII) from student education records, signed by HIDOE and the PROVIDER, and must be provided as an attachment to this contract; (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.

- 16.1. 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.
- 16.2. 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:

- 17.1. 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;

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- 17.2. 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
- 17.3. 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.
- 17.4. 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.

PROVIDER: _____

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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.

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

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

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

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

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

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

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

PROVIDER: _____

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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. FEDERAL FUNDS

- 19.1. Availability of Funds and Use of Funds – This contract may involve the use of federal funds such as American Recovery and Reinvestment Act of 2009, Public Law 111-5 (“ARRA”) funds.

The STATE and PROVIDER shall be guided by and subject to the provisions of all Federal and State regulations, directives, guidance and circulars issued for the purposes of implementing the federal program standards.

STATE shall provide the PROVIDER with specific federal and/or state requirements including but not limited to reporting requirements, funding allocations, and timeframes, as they are issued or are otherwise made available to the STATE by the federal and state government, which requirements shall be binding on the PROVIDER as a condition of the PROVIDER’s performance and as a condition of receipt of funds under this agreement.

It is expressly understood and agreed that the obligation of the STATE to proceed under this contract is conditioned upon the appropriation of funds by the federal government and/or the appropriation of funds by the Hawaii State Legislature and the receipt of federal and/or state funds. If the funds anticipated for the continuing fulfillment of the agreement are, at anytime, not forthcoming or insufficient, either through the failure of the federal government to provide funds of the State of Hawaii to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the STATE, the STATE shall have the right to terminate this agreement without damage, penalty, cost or expenses to the STATE of any kind whatsoever. The STATE shall notify the PROVIDER of its right to terminate this agreement in writing. The effective date of termination shall be as specified in the notice of termination.

- 19.2. Suspension and/or Debarment – PROVIDER certifies that neither it nor its principals: (a) are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any federal department or agency; (b) have, within a three (3) year period preceding this Contract 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 anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) are presently indicted or otherwise criminally or civilly charged by a

PROVIDER: _____

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governmental entity with the 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 anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements of receiving stolen property, and (d) have, within a three (3) year period preceding this Contract, had one or more public transactions (federal, state or local) terminated because of default. See Excluded Parties List System at <https://www.sam.gov>.

19.3. ARRA General Provisions – If this contract utilizes ARRA funds, the PROVIDER agrees to comply with all applicable requirements of the American Recovery and Reinvestment Act of 2009 and related regulations including but not limited to, the following:

- Sections 902 and 1515 which provides that each contract awarded using ARRA fund shall provide that the Comptroller General and his representative are authorized to (1) examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and (2) to interview any officer or employee of the contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transaction.
- Section 1512, Reporting and Registration Requirements
- Section 1553, Whistleblower Protection
- Section 1604, Prohibition on Use of ARRA Funds
- Section 1605, Required Use of American Iron, Steel, and Manufactured Goods Not Covered Under International Agreements
- Section 1606, Wage Rate Requirements
- Section 1609, National Environmental Policy Act and the National Historic Preservation Act
- Recipient Responsibilities Regarding Tracking and Documenting Expenditures

These requirements are applicable to any subcontracts, if any, and PROVIDER shall include the language provided in the above paragraph in all of its contracts with subcontractors who are performing work funded in whole or in part with ARRA funds pursuant to this contract.

19.4. Budget/Fiscal Provisions – The PROVIDER shall provide the actual number of hours worked on the project and the number of jobs directly created or retained by the end of the contract. Include a narrative description of the employment impact. For a sample of how to calculate number of jobs created or retained, see the following website on pages 10 – 15 (5.2, 5.3, 5.4).
http://www.whitehouse.gov/sites/default/files/omb/assets/memoranda_2010/m10-08.pdf

PROVIDER: _____

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20. SPECIAL CONDITIONS ARE SUPPLEMENTAL

These Special Conditions shall serve to supplement and not replace the General Conditions; both documents remain part of this Contract with full force and effect. In the case of a conflict between the General Conditions and the Special Conditions, the Special Conditions shall control to the extent necessary to resolve the conflict.

21. 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. _____

Description of Project: _____

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

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

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

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

OR

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

PROVIDER: _____

By Its (signature): _____

Title: _____

Date: _____

CERTIFICATIONS

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 (i.e., 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 under-

signed, 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients 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 subawards which contain provisions for children’s services and that all subrecipients shall certify accordingly.

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

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE	
APPLICANT ORGANIZATION		DATE SUBMITTED

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GENERAL CONDITIONS FOR HEALTH & HUMAN SERVICES CONTRACTS

1. Representations and Conditions Precedent

1.1 Contract Subject to the Availability of State and Federal Funds.

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

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

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

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

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

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

1.3.1 Smoking Policy. The PROVIDER shall implement and maintain a written smoking policy as required by Chapter 328K, Hawaii Revised Statutes (HRS), or its successor provision.

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

- 1.3.3 Persons with Disabilities. The PROVIDER shall implement and maintain all practices, policies, and procedures required by federal, state, or county law, including but not limited to the Americans with Disabilities Act (42 U.S.C. §12101, et seq.), and the Rehabilitation Act (29 U.S.C. §701, et seq.).
- 1.3.4 Nondiscrimination. No person performing work under this Contract, including any subcontractor, employee, or agent of the PROVIDER, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.
- 1.4 Insurance Requirements. The PROVIDER shall obtain from a company authorized by law to issue such insurance in the State of Hawai'i commercial general liability insurance ("liability insurance") in an amount of at least TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) coverage for bodily injury and property damage resulting from the PROVIDER's performance under this Contract. The PROVIDER shall maintain in effect this liability insurance until the STATE certifies that the PROVIDER's work under the Contract has been completed satisfactorily.
- The liability insurance shall be primary and shall cover the insured for all work to be performed under the Contract, including changes, and all work performed incidental thereto or directly or indirectly connected therewith.
- A certificate of the liability insurance shall be given to the STATE by the PROVIDER. The certificate shall provide that the STATE and its officers and employees are Additional Insureds. The certificate shall provide that the coverages being certified will not be cancelled or materially changed without giving the STATE at least 30 days prior written notice by registered mail.
- Should the "liability insurance" coverages be cancelled before the PROVIDER's work under the Contract is certified by the STATE to have been completed satisfactorily, the PROVIDER shall immediately procure replacement insurance that complies in all respects with the requirements of this section.
- Nothing in the insurance requirements of this Contract shall be construed as limiting the extent of PROVIDER's responsibility for payment of damages resulting from its operations under this Contract, including the PROVIDER's separate and independent duty to defend, indemnify, and hold the STATE and its officers and employees harmless pursuant to other provisions of this Contract.
- 1.5 Notice to Clients. Provided that the term of this Contract is at least one year in duration, within 180 days after the effective date of this Contract, the PROVIDER shall create written procedures for the orderly termination of services to any clients receiving the Required Services under this Contract, and for the transition to services supplied by another provider upon termination of this Contract, regardless of the circumstances of such termination. These procedures shall include, at

the minimum, timely notice to such clients of the termination of this Contract, and appropriate counseling.

- 1.6 Reporting Requirements. The PROVIDER shall submit a Final Project Report to the STATE containing the information specified in this Contract if applicable, or otherwise satisfactory to the STATE, documenting the PROVIDER’s overall efforts toward meeting the requirements of this Contract, and listing expenditures actually incurred in the performance of this Contract. The PROVIDER shall return any unexpended funds to the STATE.
- 1.7 Conflicts of Interest. In addition to the Certification provided in the Standards of Conduct Declaration to this Contract, the PROVIDER represents that neither the PROVIDER nor any employee or agent of the PROVIDER, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the PROVIDER’s performance under this Contract.

2. Documents and Files

- 2.1 Confidentiality of Material.
 - 2.1.1 Proprietary or Confidential Information. All material given to or made available to the PROVIDER by virtue of this Contract that is identified as proprietary or confidential information shall be safeguarded by the PROVIDER and shall not be disclosed to any individual or organization without the prior written approval of the STATE.
 - 2.1.2 Uniform Information Practices Act. All information, data, or other material provided by the PROVIDER to the STATE shall be subject to the Uniform Information Practices Act, chapter 92F, HRS, and any other applicable law concerning information practices or confidentiality.
- 2.2 Ownership Rights and Copyright. The STATE shall have complete ownership of all material, both finished and unfinished that is developed, prepared, assembled, or conceived by the PROVIDER pursuant to this Contract, and all such material shall be considered “works made for hire.” All such material shall be delivered to the STATE upon expiration or termination of this Contract. The STATE, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the PROVIDER pursuant to this Contract.
- 2.3 Records Retention. The PROVIDER and any subcontractors shall maintain the books and records that relate to the Contract, and any cost or pricing data for three (3) years from the date of final payment under the Contract. In the event that any litigation, claim, investigation, audit, or other action involving the records retained under this provision arises, then such records shall be retained for three (3) years from the date of final payment, or the date of the resolution of the action, whichever occurs later. During the period that records are retained under this section, the

PROVIDER and any subcontractors shall allow the STATE free and unrestricted access to such records.

3. Relationship between Parties

- 3.1 Coordination of Services by the STATE. The STATE shall coordinate the services to be provided by the PROVIDER in order to complete the performance required in the Contract. The PROVIDER shall maintain communications with the STATE at all stages of the PROVIDER's work, and submit to the STATE for resolution any questions which may arise as to the performance of this Contract.
- 3.2 Subcontracts and Assignments. The PROVIDER may assign or subcontract any of the PROVIDER's duties, obligations, or interests under this Contract, but only if (i) the PROVIDER obtains the prior written consent of the STATE and (ii) the PROVIDER's assignee or subcontractor submits to the STATE a tax clearance certificate from the Director of Taxation, State of Hawai'i, and the Internal Revenue Service showing that all delinquent taxes, if any, levied or accrued under state law against the PROVIDER's assignee or subcontractor have been paid. Additionally, no assignment by the PROVIDER of the PROVIDER's right to compensation under this Contract shall be effective unless and until the assignment is approved by the Comptroller of the State of Hawai'i, as provided in section 40-58, HRS.
- 3.3 Change of Name. When the PROVIDER asks to change the name in which it holds this Contract, the STATE, shall, upon receipt of a document acceptable or satisfactory to the STATE indicating such change of name such as an amendment to the PROVIDER's articles of incorporation, enter into an amendment to this Contract with the PROVIDER to effect the change of name. Such amendment to this Contract changing the PROVIDER's name shall specifically indicate that no other terms and conditions of this Contract are thereby changed, unless the change of name amendment is incorporated with a modification or amendment to the Contract under paragraph 4.1 of these General Conditions.
- 3.4 Independent Contractor Status and Responsibilities, Including Tax Responsibilities.
- 3.4.1 Independent Contractor. In the performance of services required under this Contract, the PROVIDER is an "independent contractor," with the authority and responsibility to control and direct the performance and details of the work and services required under this Contract; however, the STATE shall have a general right to inspect work in progress to determine whether, in the STATE's opinion, the services are being performed by the PROVIDER in compliance with this Contract.
- 3.4.2 Contracts with Other Individuals and Entities. Unless otherwise provided by special condition, the STATE shall be free to contract with other individuals and entities to provide services similar to those performed by the Provider under this Contract, and the

PROVIDER shall be free to contract to provide services to other individuals or entities while under contract with the STATE.

3.4.3 PROVIDER's Employees and Agents. The PROVIDER and the PROVIDER's employees and agents are not by reason of this Contract, agents or employees of the State for any purpose. The PROVIDER and the PROVIDER's employees and agents shall not be entitled to claim or receive from the STATE any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to state employees. Unless specifically authorized in writing by the STATE, the PROVIDER and the PROVIDER's employees and agents are not authorized to speak on behalf and no statement or admission made by the PROVIDER or the PROVIDER's employees or agents shall be attributed to the STATE, unless specifically adopted by the STATE in writing.

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

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

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

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

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

3.5 Personnel Requirements.

3.5.1 Personnel. The PROVIDER shall secure, at the PROVIDER's own expense, all personnel required to perform this Contract, unless otherwise provided in this Contract.

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

4. Modification and Termination of Contract

4.1 Modification of Contract.

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

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

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

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

- 4.3 Termination for Necessity or Convenience. If the STATE determines, in its sole discretion, that it is necessary or convenient, this Contract may be terminated in whole or in part at the option of the STATE upon ten (10) working days' written notice to the PROVIDER. If the STATE elects to terminate under this paragraph, the PROVIDER shall be entitled to reasonable payment as determined by the STATE for satisfactory services rendered under this Contract up to the time of termination. If the STATE elects to terminate under this section, the PROVIDER shall cooperate with the STATE to effect an orderly transition of services to clients.
- 4.4 Termination by PROVIDER. The PROVIDER may withdraw from this Contract after obtaining the written consent of the STATE. The STATE, upon the PROVIDER's withdrawal, shall determine whether payment is due to the PROVIDER, and the amount that is due. If the STATE consents to a termination under this paragraph, the PROVIDER shall cooperate with the STATE to effect an orderly transition of services to clients.
- 4.5 STATE's Right of Offset. The STATE may offset against any monies or other obligations that STATE owes to the PROVIDER under this Contract, any amounts owed to the State of Hawai'i by the PROVIDER under this Contract, or any other contract, or pursuant to any law or other obligation owed to the State of Hawai'i by the PROVIDER, including but not limited to the payment of any taxes or levies of any kind or nature. The STATE shall notify the PROVIDER in writing of any exercise of its right of offset and the nature and amount of such offset. For purposes of this paragraph, amounts owed to the State of Hawai'i shall not include debts or obligations which have been liquidated by contract with the PROVIDER, and that are covered by an installment payment or other settlement plan approved by the State of Hawai'i, provided, however, that the PROVIDER shall be entitled to such exclusion only to the extent that the PROVIDER is current, and in compliance with, and not delinquent on, any payments, obligations, or duties owed to the State of Hawai'i under such payment or other settlement plan.

5. Indemnification

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

6. Publicity

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

7. Miscellaneous Provisions

- 7.1 Nondiscrimination. No person performing work under this Contract, including any subcontractor, employee, or agent of the PROVIDER, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.
- 7.2 Paragraph Headings. The paragraph headings appearing in this Contract have been inserted for the purpose of convenience and ready reference. They shall not be used to define, limit, or extend the scope or intent of the sections to which they pertain.
- 7.3 Antitrust Claims. The STATE and the PROVIDER recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, the PROVIDER hereby assigns to the STATE any and all claims for overcharges as to goods and materials purchased in connection with this Contract, except as to overcharges which result from violations commencing after the price is established under this Contract and which are not passed on to the STATE under an escalation clause.
- 7.4 Governing Law. The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, shall be governed by the laws of the State of Hawai'i. Any action at law or in equity to enforce or interpret the provisions of this Contract shall be brought in a state court of competent jurisdiction in Honolulu, Hawai'i.
- 7.5 Conflict between General Conditions and Procurement Rules. In the event of a conflict between the General Conditions and the Procurement Rules or a Procurement Directive, the Procurement Rules or any Procurement Directive in effect on the date this Contract became effective shall control and are hereby incorporated by reference.
- 7.6 Entire Contract. This Contract sets forth all of the contracts, conditions, understandings, promises, warranties, and representations between the STATE and the PROVIDER relative to this Contract. This Contract supersedes all prior agreements, conditions, understandings,

promises, warranties, and representations, which shall have no further force or effect. There are no contracts, conditions, understandings, promises, warranties, or representations, oral or written, express or implied, between the STATE and the PROVIDER other than as set forth or as referred to herein.

- 7.7 Severability. In the event that any provision of this Contract is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Contract.
- 7.8 Waiver. The failure of the STATE to insist upon the strict compliance with any term, provision, or condition of this Contract shall not constitute or be deemed to constitute a waiver or relinquishment of the STATE’s right to enforce the same in accordance with this Contract. The fact that the STATE specifically refers to one provision of the Procurement Rules or one section of the Hawai‘i Revised Statutes, and does not include other provisions or statutory sections in this Contract shall not constitute a waiver or relinquishment of the STATE’s rights or the PROVIDER’s obligations under the Procurement Rules or statutes.
- 7.9 Execution in Counterparts. This Contract may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one instrument.

8. Confidentiality of Personal Information

8.1 Definitions.

8.1.1 Personal Information. “Personal Information” means an individual’s first name or first initial and last name in combination with any one or more of the following data elements, when either name or data elements are not encrypted:

- 1) Social Security number;
- 2) Driver’s license number or Hawaii identification card number; or
- 3) Account number, credit or debit card number, access code, or password that would permit access to an individual’s financial information.

Personal information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

8.1.2 Technological Safeguards. “Technological safeguards” means the technology and the policy and procedures for use of the technology to protect and control access to personal information.

8.2 Confidentiality of Material.

8.2.1 Safeguarding of Material. All material given to or made available to the PROVIDER by the STATE by virtue of this Contract which is identified as personal information, shall be safeguarded by the PROVIDER and shall not be disclosed without the prior written approval of the STATE.

8.2.2 Retention, Use, or Disclosure. PROVIDER agrees not to retain, use, or disclose personal information for any purpose other than as permitted or required by this Contract.

8.2.3 Implementation of Technological Safeguards. PROVIDER agrees to implement appropriate “technological safeguards” that are acceptable to the STATE to reduce the risk of unauthorized access to personal information.

8.2.4 Reporting of Security Breaches. PROVIDER shall report to the STATE in a prompt and complete manner any security breaches involving personal information.

8.2.5 Mitigation of Harmful Effect. PROVIDER agrees to mitigate, to the extent practicable, any harmful effect that is known to PROVIDER because of a use or disclosure of personal information by PROVIDER in violation of the requirements of this paragraph.

8.2.6 Log of Disclosures. PROVIDER shall complete and retain a log of all disclosures made of personal information received from the STATE, or personal information created or received by PROVIDER on behalf of the STATE.

8.3 Security Awareness Training and Confidentiality Agreements.

8.3.1 Certification of Completed Training. PROVIDER certifies that all of its employees who will have access to the personal information have completed training on security awareness topics related to protecting personal information.

8.3.2 Certification of Confidentiality Agreements. PROVIDER certifies that confidentiality agreements have been signed by all of its employees who will have access to the personal information acknowledging that:

- 1) The personal information collected, used, or maintained by the PROVIDER will be treated as confidential;
- 2) Access to the personal information will be allowed only as necessary to perform the Contract; and
- 3) Use of the personal information will be restricted to uses consistent with the services subject to this Contract.

8.4 Termination for Cause. In addition to any other remedies provided for by this Contract, if the STATE learns of a material breach by PROVIDER of this paragraph by PROVIDER, the STATE may at its sole discretion:

- 1) Provide an opportunity for the PROVIDER to cure the breach or end the violation; or
- 2) Immediately terminate this Contract.

In either instance, the PROVIDER and the STATE shall follow chapter 487N, HRS, with respect to notification of a security breach of personal information.

8.5 Records Retention.

8.5.1 Destruction of Personal Information. Upon any termination of this Contract, PROVIDER shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.

8.5.2 Maintenance of Files, Books, Records. The PROVIDER and any subcontractors shall maintain the files, books, and records, that relate to the Contract, including any personal information created or received by the PROVIDER on behalf of the STATE, and any cost or pricing data, for three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall not be disclosed without the prior written approval of the STATE. After the three (3) year retention period has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS.