

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 F16-083
Title:	School Based Behavioral Health Services – Kauai Complex
Deadline:	4:00 p.m. Hawaii Standard Time, March 24, 2016
Contact Person:	Marie Neilson
Contact's e-mail Address:	Marie_Neilson@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
Kauai Complex Area Office
Mokihana School Based Behavioral Health

Request for Proposals

RFP No. F16-083

School Based Behavioral Health Services

(Kauai Complex)

February 23, 2016

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 23, 2016

REQUEST FOR PROPOSALS

SCHOOL BASED BEHAVIORAL SERVICES

RFP No. F16-083

The Hawaii Department of Education (HIDOE) Kauai Complex Area Office, is requesting proposals from qualified providers to provide psychological assessment and intervention services to eligible students who are in need of such services. The contract term will be from July 1, 2016 to June 30, 2017. Multiple contracts may be awarded under this request for proposals (RFP).

Proposals must be mailed, postmarked by the United States Postal Service on or before **March 24, 2016** and received no later than ten (10) days from the date of postmark. Hand delivered proposals must be received no later than 4:00 p.m. Hawaii Standard Time (HST) on **March 24, 2016**, at the drop-off site designated on the Proposal Mail-in and Delivery Information Sheet. Proposals postmarked or hand delivered after the submittal deadline shall be considered late and rejected. There are no exceptions to this requirement.

The HIDOE Kauai Complex Office will conduct an orientation **March 1, 2016 from 9:00 a.m. to 11:00 am. Hawaii Standard Time (HST)**, at the **District Building, 3060 Eiwa Street, Lihue, Hi 96766, 3rd Floor AV Room, Phone: (808) 274-3509**. All prospective applicants are encouraged to attend the orientation

The deadline for submission of written questions is 2:00 p.m., HST, March 7, 2016. All written questions will receive a written response from the HIDOE on or about March 10, 2016.

Inquiries regarding the administration of this RFP should be directed to Ms. Gail Nakaahiki, Department of Education, Kauai Complex Area Office, School Based Behavioral Health Services Section, 3060 Eiwa Street, Room 305, Lihue, Hawaii 96766 or by telephone at (808) 274-3500.

Inquiries regarding substantive programmatic issues should be directed to the RFP Contact Person, Chesne Cabral Kitamura, at the same address and telephone number listed in the preceding paragraph.

Administrative inquiries may also be directed to the Procurement and Contracts Branch at 94-275 Mokuola Street, Room 200, Waipahu, Hawaii 96797, telephone: (808) 675-0130, email: DOEprocure@notes.k12.hi.us.

PROPOSAL MAIL-IN AND DELIVERY INFORMATION SHEET

NUMBER OF COPIES TO BE SUBMITTED: *ONE ORIGINAL AND THREE (3) COPIES*

ALL MAIL-INS SHALL BE POSTMARKED BY THE UNITED STATES POSTAL SERVICE (USPS) NO LATER THAN ***March 24, 2016*** and received by the state purchasing agency no later than **10 days from the submittal deadline.**

All Mail-ins

*Hawaii Department of Education,
Procurements and Contract Branch
Waipahu Civic Center
94-275 Mokuola Street, Room 200
Waipahu, HI 96797*

RFP COORDINATOR

*Gail Nakaahiki
Phone: (808) 241-3191
Fax: (808) 274-3508
Gail_Nakaahiki@notes.k12.hi.us*

ALL HAND DELIVERIES SHALL BE ACCEPTED AT THE FOLLOWING SITE UNTIL **4:00 P.M., Hawaii Standard Time (HST), *March 24, 2016.*** Deliveries by private mail services such as FEDEX shall be considered hand deliveries. Hand deliveries shall not be accepted if received after 4:00 p.m., ***March 24, 2016.***

Drop-off Site

*Hawaii Department of Education
Procurements and Contracts Branch
Waipahu Civic Center
94-273 Mokuola Street, Room 200
Waipahu, HI 96797*

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Section 1

Administrative Overview

Section 1

Administrative Overview

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

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.

<u>Activity</u>	<u>Scheduled Date</u>
Public notice announcing Request for Proposals (RFP)	<u>February 23, 2016</u>
Distribution of RFP	<u>February 23, 2016</u>
RFP orientation session	<u>March 1, 2016</u>
Closing date for submission of written questions for written responses	<u>March 7, 2016</u>
State purchasing agency's response to applicants' written questions	<u>March 10, 2016</u>
Discussions with applicant prior to proposal submittal deadline (optional)	<u>To be determined</u>
Proposal submittal deadline	<u>March 24, 2016</u>
Discussions with applicant after proposal submittal deadline (optional)	<u>To be determined</u>
Final revised proposals (optional)	<u>To be determined</u>
Proposal evaluation period	<u>April 1, 2016 – April 15, 2016</u>
Provider selection	<u>April 22, 2016</u>
Notice of statement of findings and decision	<u>April 22, 2016</u>
Contract start date	<u>July 1, 2016</u>

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”
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 by any prospective applicant shall constitute admission of such knowledge on the part of such prospective applicant.

1.4 RFP Organization

This RFP is organized into five sections:

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

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

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

Section 4, Proposal Evaluation: Describes how proposals will be evaluated by the state purchasing agency.

Section 5, Attachments: Provides applicants with 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:

Chesne Cabral Kitamura and/or Gail Nakaahiki

Kauai Complex Area

School Based Behavioral Health Services

3060 Eiwa Street, Room 305

Lihue, Hawaii 96766

Phone (808) 274-3500 Fax (808) 274-3508

or (808) 274-3504

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.

Marie Neilson

Hawaii Department of Education

Waipahu Civic Center

94-275 Mokuola Street, Room 200

Waipahu, HI 96797

Phone (808) 675-0130

1.7 Orientation

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

Date: March 1, 2016 **Time:** 9am to 11am HST
Location: Kauai District Building, 3rd floor AV room
Phone: (808) 274-3509

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 subsection 1.8, Submission of Questions.

1.8 Submission of Questions

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

Deadline for submission of written questions:

Date: March 7, 2016 **Time:** 2:00 pm **HST**

State agency responses to applicant written questions will be provided by:

Date: March 10, 2016

1.9 Submission of Proposals

A. **Forms/Formats** - Forms, with the exception of program specific requirements, may be found on the State Procurement Office website referred to in Section 1.2, Website Reference. Refer to the Section 5, Proposal Application Checklist for the location of program specific forms.

1. **Proposal Application Identification** Provides applicant proposal identification.
2. **Proposal Application Checklist.** The checklist provides applicants specific program requirements, reference and location of required RFP proposal forms, and the order in which all proposal components should be collated and submitted to the state purchasing agency.

3. **Table of Contents.** A sample table of contents for proposals is located in Section 5, Attachments. This is a sample and meant as a guide. The table of contents may vary depending on the RFP.
 4. **Proposal Application.** Applicant shall submit comprehensive narratives that address all proposal requirements specified in Section 3, Proposal Application Instructions, including a cost proposal/budget, if required.
- B. **Program Specific Requirements.** Program specific requirements are included in Sections 2 and 3, as applicable. Required Federal and/or State certifications are listed on the Proposal Application Checklist in Section 5.
- C. **Multiple or Alternate Proposals.** Multiple or alternate proposals shall not be accepted unless specifically provided for in Section 2. In the event alternate proposals are not accepted and an applicant submits alternate proposals, but clearly indicates a primary proposal, it shall be considered for award as though it were the only proposal submitted by the applicant.
- D. **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.

- E. **Proposal Submittal.** All mail-ins shall be postmarked by the United States Postal System (USPS) and received by the State purchasing agency no later than the submittal deadline indicated on the attached Proposal Mail-in and Delivery Information Sheet, or as amended. All hand deliveries shall be received by the State purchasing agency by the date and time designated on the Proposal Mail-In and Delivery Information Sheet, or as amended. Proposals shall be rejected when:
1. Postmarked after the designated date; or
 2. Postmarked by the designated date but not received within 10 days from the submittal deadline; or
 3. If hand delivered, received after the designated date and time.

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

1.10 Discussions with Applicants

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

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

1.11 Opening of Proposals

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

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

1.12 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.

1.13 RFP Amendments

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

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

1.15 Cancellation of Request for Proposal

The RFP may be canceled and any or all proposals may be rejected in whole or in part, when it is determined to be in the best interest of the State.

1.16 Costs for Proposal Preparation

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

1.17 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 RFP, including the sharing of information on community needs, best practices, and providers' resources, shall not disqualify providers from submitting proposals, if conducted in accordance with HAR §§3-142-202 and 3-142-203.

1.18 Rejection of Proposals

The State reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in this RFP and which demonstrate an understanding of the problems involved and comply with the service specifications. Any proposal offering any other set of terms and conditions contradictory to those included in this RFP may be rejected without further notice.

A proposal may be automatically rejected for any one or more of the following reasons:

- (1) Rejection for failure to cooperate or deal in good faith. (HAR §3-141-201)
- (2) Rejection for 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))

1.19 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.

1.20 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: Lois Mow	Name: Gail Nakaahiki
Title: Director, Procurements and Contracts Branch	Title: Complex Area Business Manager
Mailing Address: 94-275 Mokuola St., Room 200, Waipahu, HI 96797	Mailing Address: 3060 Eiwa Street, Room 305, Lihue, HI 96766
Business Address: same as above	Business Address: same as above

1.21 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 HRS Chapter 37, and subject to the availability of State and/or Federal funds.

1.22 Cost Principles

To promote uniform purchasing practices among state purchasing agencies procuring health and human services under HRS Chapter 103F, state purchasing agencies will utilize standard cost principles as outlined on the SPO website. Refer to Section 1.2 Website Reference for website address. Nothing in this section shall be construed to create an exemption from any cost principle arising under federal law.

1.23 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.

1.24 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.

1.25 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.

1.26 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

Section 2

Service Specifications

Commonly Used Abbreviations or Acronyms

ADA	Americans with Disabilities Act
APRN	Advanced Practice Registered Nurse
BASC-2	Behavior Assessment System for Children, 2 nd Edition
BCD	Board Certified Diplomate
BCBA	Board Certified Behavior Analyst
BSP	Behavioral Support Plan
CAFAS	Child & Adolescent Functional Assessment Scale
CASSP	Hawaii Child and Adolescent Service System Program
CSSS	Comprehensive Student Support System
D/HH	Deaf or Hard-of-Hearing
DCCA	Department of Commerce and Consumer Affairs
DCSW	Diplomate in Clinical Social Work
DES	District Educational Specialist
DOH	Department of Health
DOTAX	Hawaii Department of Taxation
EBA	Emotional Behavioral Assessment
eCSSS	Electronic Comprehensive Student Support System
ESY	Extended School Year
FBA	Functional Behavioral Assessment
FERPA	Family Educational Rights and Privacy Act
GSS	General Supervision and Support
HAR	Hawaii Administrative Rules
HIDOE	Hawaii Department of Education
HSDB	Hawaii School for the Deaf and the Blind
HRS	Hawaii Revised Statutes
HST	Hawaii Standard Time
IDEA-2004	Individuals with Disabilities Education Improvement Act -2004
IEP	Individualized Education Plan
IPSPG	Interagency Performance Standards and Practice Guidelines
IRS	Internal Revenue Service
LMFT	Licensed Marriage and Family Therapy
MP	Modification Plan
OCISS	Office of Curriculum, Instruction and Student Support
QAIP	Quality Assurance and Improvement Plan
QAP	Quality Assurance Plan
QMHP	Qualified Mental Health Professional
RFI	Request for Information
RFP	Request for Proposal
SBBH	School Based Behavioral Health Services
SOP	Standards of Practice
SOS	Student Observation System
SPO	State Procurement Office
SSC	Student Services Coordinator
SSP	Student Service Plan

2.1 Introduction

A. Overview, purpose or need

The Hawaii Department of Education (HIDOE) administers the statewide system of public schools. The scope of education programs and services of the public schools encompasses grades kindergarten through twelve, and such pre-school programs and community/adult education curricula as may be authorized. In addition to regular programs of instruction and support services, the HIDOE offers special programs and services for students who are disabled, gifted, learning English as a second language, economically and culturally disadvantaged, school-alienated, or institutionally confined. Applicable Federal and state statutes and regulations govern the provision of some behavioral health services (i.e., 34 C.F.R. Section 300 and Hawaii Administrative Rules (HAR) Chapter 60 and 61).

In accordance with the Individuals with Disabilities Education Act (IDEA), and any amendments thereto, and Section 504 – Subpart D of the Rehabilitation Act of 1973 (as amended in 1974), and any amendments thereto, the HIDOE strives to provide an integrated educational model for students with educational disabilities to benefit from their education.

The purpose of this request for proposal (RFP) is to solicit private providers of psychological assessment and intervention services interested in delivering services through the school based behavioral health and educational models within the Comprehensive Student Support System (CSSS). The HIDOE anticipates the need to develop contracts to augment services provided by HIDOE employees in the provision of a variety of assessment and intervention services that reflect the CSSS educational model.

The CSSS educational model is a strengths-based, multidisciplinary team decision-making model focusing on learning and development. It is based upon the understanding that an individual's capacity to meet expectations is based upon unique inherent characteristics and previous learning opportunities. It promotes the early identification of new learning opportunities to further increase the behavioral repertoire of students

B. Planning activities conducted in preparation for this RFP

In preparation for the drafting of this RFP, the HIDOE reviewed the existing workload of HIDOE staff, the HIDOE's experience with contracted services, and information and suggestions received during the course of the previous contract cycle. In addition, a notice of Request for Information (RFI) was issued on January 22, 2016, and posted on the State of Hawaii, State Procurement Office website.

Additional planning information, if any, may be obtained by contacting the contact person designated for this RFP.

C. Description of the service goals

School-based behavioral health services are provided within the context of the HIDOE's CSSS. As part of an integrated programmatic approach, these services are designed to provide the personalized support necessary to assist students to successfully engage standards-based educational opportunities through overcoming individual barriers to learning. The primary goal is to remove barriers to learning through the provision of behavioral health services to students emphasizing the development of skills necessary to meet the social, emotional and behavioral demands of the learning and school community environment.

Psychological assessment and intervention services provided are to be integrated with HIDOE employee-provided or contracted behavioral health services in order to ensure timely and appropriate access to a full array of educational and behavioral health services that are organized in a coordinated and collaborative

manner in an accountable, cost effective, performance-based system for providing services to assist all students.

D. Description of the target population to be served

Students eligible for the services described in this RFP must meet the following criteria:

1. The student has or is suspected of having a disability described in Hawaii Administrative Rules (HAR) HAR Sections 8-60-1 to 8-60-84 (or subsequent revisions) or HAR section 8-61-1 to 8-61-17 (or subsequent revisions); AND
2. The student has an Individualized Educational Plan (IEP) developed under criteria described in HAR Chapter 60, that is, a student is eligible for services under HAR Chapter 60 criteria and the student needs special education and related services because of a disability described in paragraph (1) above; OR
3. The student has a Modification Plan (MP) developed under criteria described in HAR Chapter 61, that is, a student is eligible for services under HAR Chapter 61 criteria and the student needs a modification plan and related services because of having a disability described in paragraph (1) above; AND
4. The student resides in the State and comes within the following age range: (i) at least three years of age and (ii) under twenty-two on the first instructional day of the school year as set forth by the HIDOE; AND
5. The student is currently exhibiting moderate to severe social, emotional, or behavioral deficits and is in need of behavioral or mental health services in order to benefit from his or her free and appropriate public education.

E. Geographic coverage of service

The services are sought for Kauai County. Refer to Section 3, POS Proposal Applications for specific requirements for submitting proposals by district, complex and/or by schools.

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

It is expected that State funds will be used to support these services. The current general fund appropriation for school based behavioral health services approximates \$1 million.

Increased funding may be available subject to the availability of funds. It is expected that funding at least at this current level would be allocated for this contract period.

2.2 Contract Monitoring and Evaluation

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

- (1) Performance/Outcome Measures
- (2) Output Measures
- (3) Quality of Care/Quality of Services
- (4) Financial Management
- (5) Administrative Requirements

Refer to Section 3, Proposal Application Instructions for further details.

2.3 General Requirements

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

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

Click on *Health and Human Services, Chapter 103F, HRS Procurements*

Click on *Quicklinks: Forms and Instructions for Private Providers/Applicants*

Click on *Cost Principles*

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

B. Secondary purchaser participation

(Refer to HAR §3-143-608)

After-the-fact secondary purchases will be allowed.

Planned secondary purchases: None

C. Multiple or alternate proposals

(Refer to HAR §3-143-605)

Allowed Unallowed

D. Single or multiple contracts to be awarded

(Refer to HAR §3-143-206)

Single Multiple Single & Multiple

Criteria for multiple awards:

Applicants who meet all requirements based on the evaluation criteria listed in Section 4 – Evaluation and who obtain a minimum score of seventy-five (75) points or higher shall be qualified to enter into a contract with the HIDOE.

All qualified proposals will be ranked from highest to lowest score. Selection for contracts will be given to the highest ranking provider until capacity of the provider is met, and will proceed in a descending manner until the needs of the HIDOE are met (i.e., HIDOE will select provider #1 until their proposed capacity is met, followed by provider #2 until proposed capacity is met, etc.) The HIDOE will evaluate all proposals, select and award contracts determined to be the most advantageous to the HIDOE as delineated further in Section 4 – Evaluation.

The HIDEOE reserves the right to place a student with any accepted provider if there are compelling programmatic needs for such a placement

E. Single or multi-term contracts to be awarded

(Refer to HAR §3-149-302)

- Single term (2 years or less) Multi-term (more than 2 years)

Contract terms:

Initial Term of Contract	Twelve (12) months
Length of Each Extension	Twelve (12) months
Number of Possible Extensions	Five (5) extensions
Maximum Length of Contract	Six (6) years
Initial Period	Shall commence on the contract start date or the date the Notice to Proceed is issued, whichever is later
Conditions for Extension	Extension must be in writing, and is contingent upon potential changes to the HIDEOE's approach to service delivery, availability of funding, and mutual agreement

2.4 Scope of Work

The scope of work encompasses the following tasks and responsibilities

A. Service Activities

(Minimum and/or mandatory tasks and responsibilities)

This RFP seeks responses for the following areas of service:

Psychological Services:

- Emotional Behavioral Assessment --Comprehensive; and
- Emotional Behavioral Assessment – Annual Update; and
- Individual, Group and Family Counseling; and
- Education Planning (IEP/MP) Participation; and
- School Consultation; and
- Emergency Crisis Intervention; and
- Court/Due Process Hearing Testimony

Applicants must be able to provide all of the services under Psychological Services as delineated in this RFP. Applicants may not choose to omit any of the services in their response. Failure to address all of the service activities will be deemed non-responsive and the proposal may be rejected. Responses to this RFP may also be awarded contracts for other outsourced services. There is no restriction prohibiting providing assessments and direct services in the same district.

Further, applicant should address how the proposed plan and services would support service delivery within the least restrictive environment.

Refer to Exhibit A, Service Requirements and Activities for further details.

B. Management Requirements (Minimum and/or mandatory requirements)

1. Personnel

a. Provider Networks and Supervision Requirements

PROVIDERS must possess the education, training and experience, and license necessary to provide the type of services requested by this RFP. If awarded a contract under this RFP, contracted PROVIDERS may choose to hire direct employees, or establish a network of professional providers. If the PROVIDER utilizes a network of independent providers, each practitioner must meet the state requirements to provide behavioral health services as an independent practitioner. The PROVIDER shall assume responsibility for the quality of work provided by its employees, subcontracted providers, and volunteers.

Each PROVIDER must identify how personnel will be trained to ensure that services provided are consistent with an educational model and are consistent with evidence based interventions for the populations addressed in the proposal.

A PROVIDER must address supervision and monitoring of the quality of services of all employees and contracted personnel.

b. Credentialing Requirements

The PROVIDER shall maintain personnel files that include documentation of the training, supervision, appropriate credentialing, and ongoing performance of all employees, agents, and volunteers. If awarded a contract under this RFP, contracted PROVIDER must complete and submit the prescribed HIDEOE credentialing application for each employee, agent or volunteer.

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

The PROVIDER must maintain written policies and procedures, subject to the HIDEOE approval, that identify the PROVIDER's process for primary source verification of all personnel. Agencies must have all original transcripts on file for each PROVIDER providing services under this contract.

PROVIDERS must verify and document all of their claims regarding degrees from accredited institutions at the following websites: the U.S. Department of Education Database of Accredited Postsecondary Institutions and Programs at <www.ope.ed.gov/accreditation> and the council for Higher Education Accreditation at <www.chea.org>.

c. 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.

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.

d. Confidentiality Requirements

The applicant must ensure that employees, agents and volunteers adhere to all applicable state and federal laws regarding the collection and release of confidential student information. The applicant shall adopt and implement policies and procedures that govern the provision of services in natural settings. If awarded a contract under this RFP, contracted PROVIDER shall generate, maintain and make available documentation evidencing that it respects students’ and/or families’ right to privacy when services are provided in these settings. The HIDOE shall have the right to inspect and approve these policies and documentary records.

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

Parental consent for assessment and release of information is covered by the IEP/MP consent. No additional parental consent for assessment or release of information is needed by the applicant.

e. TB Clearance Requirements

PROVIDERS shall require and maintain a record of certificate of TB examination issued to employees, subcontracted providers and volunteers issued within twelve months (12) prior to the start of employment of service. Certificate must state that the person is free of communicable tuberculosis.

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

2. Administrative

2. Administrative

All applicants must identify procedures to maintain personnel files of the training, supervision, appropriate credentialing, and ongoing monitoring of all employee, subcontracted provider, and volunteer performance.

Applicants must identify how they would provide the necessary infrastructure to support the provision of services under this RFP.

An organization chart which clearly defines the applicant's lines of authority and organizational functions must be included.

If awarded a contract under this RFP, contracted PROVIDERS must also submit personnel updates, to reflect any changes in staffing (i.e., new hires, terminations, changes in credentialing) for the organization's officers and **direct service** personnel. Current copies of the resumes or curriculum vitae and copies of licenses or certificates for all new hires or changes in credentialing must also be submitted.

a. Medicaid Requirements

The HIDEOE anticipates the need to participate in Medicaid reimbursement activities and may engage in activities to support HIDEOE requests for Medicaid reimbursement of the provision of services identified in this RFP for eligible students. If the HIDEOE participates in Medicaid reimbursement for eligible students, the HIDEOE will require verification of licensure subject to the terms of this RFP in context of Medicaid reimbursable activities. This requirement will not supercede the PROVIDER's credentials required in the service activities. Agencies awarded a contract under this RFP will be subject to administrative claiming for all eligible services regardless of licensure, and will be expected to participate in time studies by HIDEOE or their agent(s) three times a year, or more frequently if required. All services under this RFP will be subject to Medicaid audit.

b. Sentinel Event/Incident Notification Reports

The PROVIDER must have policies and procedures, approved by the HIDEOE that address sentinel events and incident notification. These policies must address (1) how the applicant will notify the respective School Administrator and the appropriate DES within twenty-four (24) hours by phone and also in writing within seventy-two (72) hours of any event that compromises the safety of a student; (2) how the applicant 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 applicant shall inform the HIDEOE utilizing the prescribed HIDEOE format.

c. Use of Restraints Policy

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

3. Quality assurance and evaluation specifications

Applicants shall have a plan to evaluate the quality of services provided and the extent to which services provided meet the requirements of students' IEP or MP.

All applicants must identify how they intend to comply with applicable District(s)/Complex(s)/ State Quality Assurance Plan (QAP).

If awarded a contract under this RFP, contracted PROVIDERS shall need to participate in contract monitoring, as scheduled by HIDEOE, but in no event less than annually. This contract monitoring is based on compliance with the HIDEOE monitoring protocol and compliance with all administrative and fiscal aspects of the contract.

All documentation and all student records must be made available for inspection and/or copying upon request by the HIDEOE, or for audits scheduled by the HIDEOE within two (2) working days of the request.

4. Output and performance/outcome measurements

PROVIDERS shall have the capability to prepare on-line data input of encounters and notes/comments with individual clients on a continuous basis in both the eCSSS and PsyTrace Systems. The Department of Education-Kauai Complex Area SBBH-District Educational Specialist, the Special Education-District Educational Specialist shall review the reports.

Quality Assurance meetings with PROVIDERS on the services being provided will also be conducted on a quarterly basis.

Timeliness of services, which includes adhering to State and Federal Guidelines under Hawaii Administrative Rules Chapter 60 and 61; IDEA and Section 504 – Subpart D of the Rehabilitation Act of 1973 (as amended in 1974).

5. Experience

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

6. Coordination of services

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

7. Reporting requirements for program and fiscal data

a. Program Requirements

PROVIDERS shall input relevant data into the eCSSS and PsyTrace Systems, including but not limited to assessment data, case notes, visit logs, progress notes and quarterly reports from treatment sessions. In the event eCSSS or PsyTrace is amended or unavailable, the PROVIDER must use the data system specified, or alternatively, the HIDEOE may authorize substitution of hard copy reporting utilizing a designated format. In the event a paper system is instituted, the same timelines for reports shall apply.

Data entry into eCSSS and PsyTrace must be completed before invoice submission and payment.

The HIDEOE reserves the right to evaluate a contracted PROVIDER's program/service delivery for program monitoring purposes, on an annual basis, at a minimum, through either an on-site evaluation or a documentation review.

b. Fiscal Requirements

Tax clearance

If awarded a contract under this RFP, the contracted PROVIDER must submit the original tax clearance certificate upon the execution of a contract, and with the final invoice.

Invoices

The HIDEOE shall make payment to the PROVIDER within thirty (30) days of receipt of the accepted invoice. All corrections and appeals must be resolved within sixty (60) days of the original submission deadlines. Any appeals and correction for reporting invoice rejections shall constitute an end of the HIDEOE's requirement to pay within thirty (30) days of receipt of the original invoice. The HIDEOE's requirement to pay within thirty (30) days starts on the day the corrected invoice is re-submitted and accepted by the HIDEOE. All PROVIDER reporting data shall be submitted in the manner and format specified by the HIDEOE. Any errors or omissions may cause a significant delay in payment to the PROVIDER. The HIDEOE shall not consider any late claims.

The monthly claim (or report) shall be reviewed by the HIDEOE and shall be subject to the HIDEOE's preliminary determination of appropriateness and allowability of claim (or report). The HIDEOE reserves the right to withhold payment from the PROVIDER for any non-compliance with the contract. The HIDEOE's thirty (30) day payment requirement will restart on the day the PROVIDER and the HIDEOE reach an agreement over the compliance of the term(s) of the contract.

c. Final Reports and Other Documentation

If a contract is awarded under this RFP, the PROVIDER shall, at the completion of the contract period, submit a final written report summarizing contract performance to the HIDEOE in a format to be prescribed by HIDEOE. See Section 5, Attachments.

The contracted PROVIDER shall submit an original tax clearance certificate upon the execution of a contract with the HIDEOE and with the final invoice.

C. Facilities

Not applicable.

2.5 COMPENSATION AND METHOD OF PAYMENT

A. Pricing structure or pricing methodology to be used

The applicant is requested to furnish a reasonable estimate of services it can provide for which there is sufficient operating capacity (adequate, planned and budgeted space, equipment and staff) and to provide an hourly rate for each service being proposed.

The state purchasing agency may then negotiate the total cost for operating the program at a specific capacity.

B. Units of service and unit rate

PROVIDERS shall be paid monthly based on the following rates:

Psychological Services: (Doctoral Level and Hawaii Licensed Professionals)

Base Rate: Base rate range of \$60 to \$95 per hour. Rates will be negotiated based on specialized services such as oversight of supervision of post-doctoral in-service or for advanced specialized training or extensive experience in the field and project.

C. Method of compensation and payment

In full consideration for the services performed by the PROVIDER, the HIDEOE agrees, subject to allotments to be made by the Director of Finance, State of Hawaii, pursuant to Chapter 37, Hawaii Revised Statutes, to pay the applicant for service units provided on a unit cost basis (unless a flat rate is so required), which shall be paid in accordance with and subject to the following:

Monthly Invoices, Monthly Payments

Payments shall be made in monthly installments upon the monthly submissions by the applicant of invoices for the services provided. Payments shall be inclusive of all applicable State and Federal Taxes.

Monthly Claim Submissions

Audit, Reimbursement and Reconciliation

The HIDEOE's preliminary determination of appropriateness and allowability of the claim (or report) shall be subject to later verification and subsequent audit. The HIDEOE reserves the right to seek reimbursement from the applicant 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 applicant to the HIDEOE, resolution of all discrepancies in performance of services, monthly claims (or reports), and completion of all outstanding matters under this contract.

Final Settlement

The HIDEOE shall withhold fifty percent (50%) of the accepted amount for the final month of this Agreement until final settlement of all claims (or reports) of this Agreement.

Section 3

Proposal Application Instructions

Section 3

Proposal Application Instructions

General instructions for completing applications:

- *Proposal Applications shall be submitted to the state purchasing agency using the prescribed format outlined in this section.*
- *The numerical outline for the application, the titles/subtitles, and the applicant organization and RFP identification information on the top right hand corner of each page should be retained. The instructions for each section however may be omitted.*
- *Page numbering of the Proposal Application should be consecutive, beginning with page one and continuing through for each section. See sample table of contents in Section 5.*
- *Proposals may be submitted in a three ring binder (Optional).*
- *Tabbing of sections (Recommended).*
- *Applicants must also include a Table of Contents with the Proposal Application. A sample format is reflected in Section 5, Attachment B of this RFP.*
- *A written response is required for **each** item unless indicated otherwise. Failure to answer any of the items will impact upon an applicant's score.*
- *Applicants are **strongly** encouraged to review evaluation criteria in Section 4, Proposal Evaluation when completing the proposal.*
- *This form (SPOH-200A) is available on the SPO website (Refer to Section 1.2 Website Reference). However, the form will not include items specific to each RFP. If using the website form, the applicant must include all items listed in this section.*

The Proposal Application is comprised of the following sections:

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

3.1 Program Overview

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

This section shall clearly and concisely summarize and highlight the contents of the proposal in such a way as to provide the HIDEOE with a broad understanding of the entire proposal. Include a brief description of the applicant's organization, the goals and objectives related to the service

activity, and how the proposed service is designed to meet the problem/need identified in the service specifications.

This section should also reflect how the response would integrate provision of these services through an educationally based approach as opposed to a clinical model.

3.2 Experience and Capability

A. Necessary Skills

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

B. Experience

The applicant shall provide a description of projects/contracts pertinent to the proposed services. Applicant shall include points of contact, addresses, email and phone numbers. The HIDOE reserves the right to contact references to verify experience.

C. Quality Assurance and Evaluation

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

D. Operational Plan

The applicant should describe in detail how the applicant would address operational issues relating to the delivery of the services covered in this RFP. Specifically, the applicant should provide how it will handle new referrals, its policies and procedures for initiating services, ensuring records and reports are accounted for within timelines, how it monitors and verifies service delivery prior to and after billing claims have been submitted, and will comply with the terms of this RFP or subsequent contract. In addition, the proposal should reflect how the applicant addresses concerns about its service providers, and how it resolves questions of provider conduct or performance.

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

E. Coordination of Services

The applicant shall demonstrate the capability to coordinate services with other agencies and resources in the Kauai Complex area. The applicant shall submit documentation and

evidence of collaborative relationships with schools/district/complex, agencies, and community in the geographic area involved, inclusive of Children’s Community Councils and other providers

F. Facilities

Not applicable.

3.3 Project Organization and Staffing

A. Staffing

1. Proposed Staffing

The applicant shall describe the proposed staffing pattern, client/staff ratio and proposed caseload capacity appropriate for the viability of the services. (Refer to the personnel requirements in the Service Specifications, as applicable.) This should be reflected in the supporting resumes or curriculum vitae attached as part of the applicant’s response. For each service type specified in the scope of services, the applicant should illustrate what it considers the norm for the qualifications and level of education or experience of its providers.

2. Staff Qualifications

The applicant shall provide the minimum qualifications (including experience) for staff assigned to the program. (Refer to the qualifications in the Service Specifications, as applicable) The applicant shall also describe how staff is evaluated; not only for the mandatory background checks, but also for competence and ability to deliver the services in conformity with the applicant’s own policies and within the requirements of this RFP.

B. Project Organization

1. Supervision and Training

The applicant shall describe its ability to supervise, train and provide administrative direction relative to the delivery of the proposed services. The supervision ratios of supervisors to staff should be identified for each service activity. The applicant’s ability to train its personnel should be specifically addressed. A description of the training program, how it will be enforced and implemented, and what it entails should be specifically described.

2. Organization Chart

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

3.4 Service Delivery

The Service Delivery Section shall include a detailed discussion of the applicant’s approach to applicable service activities and management requirements from Section 2, Item III. - Scope of Work,

including (if indicated) a work plan of all service activities and tasks to be completed, related work assignments/responsibilities and timelines/schedules.

Applicant responses shall address how they will deliver each service activity detailed in Section 2. Responses must include the provision of all services listed in this RFP. Applicants may not choose to omit any of the services in their response. Failure to address all of the service activities will be deemed as non-responsive and the proposal shall be rejected.

There is some divergence in nature and possible approaches to the services requested in this RFP. Applicants should indicate in the service delivery section how they would approach EACH of the services they are responding to. A generic response to how services will be addressed will not be scored highly. This section should contemplate the methodology, program integration, and allow a reviewer to differentiate one response from another for each service (i.e., a section discussing only assessments, a section discussing only parent therapy/counseling, etc.).

Applicants shall provide services for all schools within the Kauai Complex Area, including those schools in remote complex areas.

3.5 Financial

A. Pricing Structure

Applicants should submit a reasonable estimate of the number of units of services it can provide for each service being proposed. Applicants should submit an hourly rate for each service being proposed. In proposing an hourly rate, all direct and indirect costs must be included.

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

- **SPO-H-205 Budget**
- **SPO-H-205A Organization Wide Budget by Source of Funds**
- **SPO-H-205B Organization Wide Budget by Programs**
- **SPO-H-206A Personnel Salaries and Wages**
- **SPO-H-206B Personnel Payroll Taxes, Assessments and Fringe**
- **SPO-H-206C Travel Inter-Island**
- **SPO-H-206D Travel Out of State**
- **SPO-H-206E Contractual Services - Administrative**
- **SPO-H-206F Contractual Services - Subcontracts**
- **SPO-H-206G Depreciation**
- **SPO-H-206H Program Activities**
- **SPO-H-206I Equipment Purchases**
- **SPO-H-206J Motor Vehicle**

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

Applicants should submit one copy of the most recent financial audit report (if applicable), however, the listed budget forms must be submitted for consideration.

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

B. Other Financial Related Materials

1. Accounting System

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

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

2. Information System

The applicant shall describe the organization's current type of computer hardware, software, any plans for major changes to comply with Section 2 Service Specifications, C.5. (e.g., Reporting requirements for program and fiscal data, and the capability of your staff to use the system.)

3.6 Other

A. Litigation

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

Section 4

Proposal Evaluation

Section 4

Proposal Evaluation

4.1 Introduction

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

4.2 Evaluation Process

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

Applicants who meet all requirements based on the evaluation criteria listed in Section 4 – Evaluation and who obtains **a minimum score of 75 points** or higher shall be qualified to enter into a contract with the HIDOE. All qualified proposals will be ranked from highest to lowest score. Selection for contracts will be given to the highest ranking provider until capacity of the provider is met, and will proceed in a descending manner until the needs of the HIDOE is met (i.e., the HIDOE will select provider #1 until their proposed capacity is met, followed by provider #2 until proposed capacity is met, etc.) The HIDOE will evaluate all proposals, select and award contracts determined to be the most advantageous to the STATE as delineated further in Section 4 – Evaluation.

The HIDOE reserves the right to place a student with any accepted provider if there are compelling programmatic needs for such a placement.

The evaluation will be conducted in three phases as follows:

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

Evaluation Categories and Thresholds

Evaluation Categories

Possible Points

Administrative Requirements

<i>Proposal Application</i>			100 Points
Program Overview	0 points		
Experience and Capability	30 points	30	
Project Organization and Staffing	10 points	10	
Service Delivery	40 points	40	
Financial	20Points	20	
TOTAL POSSIBLE POINTS			100 Points

4.3 Evaluation Criteria

A. Phase 1 - Evaluation of Proposal Requirements

1. Administrative Requirements

- Application Checklist
- Registration
- Federal Certifications
- Rate Schedule

2. Proposal Application Requirements

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

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

- (1) ***Program Overview:*** No points are assigned to Program Overview. The intent is to give the applicant an opportunity orient evaluators as to the service(s) being offered.
- A. The applicant has demonstrated a thorough understanding of the purpose and scope of the service activity.
 - B. The goals and objectives are in alignment with the proposed service activity.
 - C. The applicant has described how the proposed service is designed to meet the pertinent issues and problems related to the service activity.
 - D. The applicant demonstrates a clear understanding of delivery of this service through an educational and not a clinical model.
 - E. The applicant demonstrates a clear understanding of how to deliver these services in concert with the goals and philosophical approach of the

Department of Education, and will incorporate its efforts under IDEA, and Section 504, Subpart D and integrate these efforts in assisting students to achieve school success.

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

(2) *Experience and Capability (30 Points)*

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

- Demonstrated skills, abilities, knowledge of, and experience relating to the delivery of the proposed services in an educationally based approach and through evidence based interventions. Responses should specifically address the experience and capacity of its supervisors, or those overseeing the delivery of the services and their knowledge or expertise in the interventions or in working with this population. **[15 Points]**
- Sufficiency of quality assurance and improvement plans (QAIP) for the proposed services, including methodology. **[7 Points]**
- Demonstration of the respondent's specific operational plan to manage and oversee the delivery of services. **[7 Points]**
- Demonstrated capability to coordinate services with other agencies and resources in the community. **[1 Point]**

(3) *Project Organization and Staffing (10 Points)*

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

- That the proposed staffing pattern, client/staff ratio, and proposed caseload capacity is reasonable to insure viability of the services. Does the agency have sufficient qualified staff reflected in the attached resumes or curriculum vitae to provide the amount of services proposed or does the agency have a clearly detailed and viable plan for obtaining necessary staff? **[1 Point]**
- Minimum qualifications (including experience) for staff assigned to the program. The agency should have detailed and demonstrated a background review process as well as detailing their screening process for determining competency of providers to deliver interventions in line with the agency's policies and the requirements of this RFP. **[3 Points]**
- Demonstrated ability to supervise, train and provide administrative direction to staff relative to the delivery of the proposed services. The supervision ratios of supervisors to staff are reasonable to ensure proper oversight and that the ratios are reflective of the degree of oversight needed for the respective ability of the individual providers. The agency's ability to train its personnel is specifically addressed and the training program, how it will be enforced and implemented, and what it entails should be specifically described. **[5 Points]**

- Organization Chart (Approach and rationale for the structure, functions, and staffing of the proposed organization for the overall service activity and tasks). **[1 Point]**

(4) Service Delivery (40 Points)

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

- For each service in this RFP, the response has clearly detailed how the attendant tasks, obligations and reporting will be addressed. Responses should be clear both in their theoretical approach as well as how this will translate to actual provision of the service(s). **[5 points]**
- The means in ensuring prompt responses to referral, and a detailed description of the applicant's policies and procedures on how services are referred to their providers. This should also clearly demonstrate how this system will avoid service delays or keep the HIDOE apprised of service gaps. **[5 points]**
- The response should address how the applicant will service the remote or out-lying areas in the proposed school district and ensure services will be available throughout the district. **[5 points]**
- For each service, it should be clearly detailed how the tasks will be accomplished in a manner that will demonstrate quality outcomes for students. **[5 points]**
- Evidence that the service activities are in conformity with best practices as established under the developing Interagency Performance Standards and Practice Guidelines and are empirically based. **[5 points]**
- Demonstration of the applicant's commitment to least restrictive interventions. **[5 points]**
- A clear demonstration of the applicant's policies and procedures for identifying, addressing and managing transitions. **[5 points]**
- Clearly addresses how the services will be delivered collaboratively with HIDOE, and will focus on assisting the student's functioning in the educational system. **[5 points]**

(5) Financial (20 Points)

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

- Degree of competitiveness and reasonableness of unit cost(s) and cost proposal(s)/budget(s). **[5 points]**
- Degree to which the cost proposal(s)/budget(s) demonstrates support of the scope of services and RFP requirements. **[5 points]**
- Adequacy of accounting system and infrastructure to support electronic/manual billing requirements including a demonstration of the agency's ability to accurately track cost of related services by student served. **[5 points]**

- Demonstration of agency's financial solvency; submission of financial audit and management letter. **[5 points]**

Phase 3 - Recommendation for Award

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

Section 5

Attachments

- A.** Proposal Application Checklist
- B.** Sample Proposal Application Table of Contents
- C.** Wage Certificate
- D.** Federal Certifications
- E.** Exhibit A – Service Requirements and Activities
- F.** Contract Minimum and Special Conditions
- G.** Emotional Behavioral Assessment
- H.** Emotional/Behavioral Assessment: Annual Update
- I.** SBBH Final Report

Proposal Application Checklist

Applicant: _____ RFP No.: _____

The applicant's proposal must contain the following components in the order shown below. Return this checklist to the purchasing agency as part of the Proposal Application. SPOH forms are on the SPO website.

Item	Reference in RFP	Format/Instructions Provided	Required by Purchasing Agency	Applicant to place "X" for items included in Proposal
General:				
Proposal Application Identification Form (SPOH-200)	Section 1, RFP	SPO Website*	X	
Proposal Application Checklist	Section 1, RFP	Attachment A	X	
Table of Contents	Section 5, RFP	Section 5, RFP	X	
Proposal Application (SPOH-200A)	Section 3, RFP	SPO Website*	X	
Provider Compliance	Section 1, RFP	SPO Website*		
Cost Proposal (Budget)				
SPO-H-205	Section 3, RFP	SPO Website*	X	
SPO-H-205A	Section 3, RFP	SPO Website* Special Instructions are in Section 5		
SPO-H-205B	Section 3, RFP,	SPO Website* Special Instructions are in Section 5		
SPO-H-206A	Section 3, RFP	SPO Website*	X	
SPO-H-206B	Section 3, RFP	SPO Website*	X	
SPO-H-206C	Section 3, RFP	SPO Website*	X	
SPO-H-206D	Section 3, RFP	SPO Website*	X	
SPO-H-206E	Section 3, RFP	SPO Website*	X	
SPO-H-206F	Section 3, RFP	SPO Website*	X	
SPO-H-206G	Section 3, RFP	SPO Website*		
SPO-H-206H	Section 3, RFP	SPO Website*		
SPO-H-206I	Section 3, RFP	SPO Website*		
SPO-H-206J	Section 3, RFP	SPO Website*		
Certifications:				
<i>Federal Certifications</i>		Section 5, RFP		
Debarment & Suspension		Section 5, RFP	X	
Drug Free Workplace		Section 5, RFP	X	
Lobbying		Section 5, RFP	X	
Program Fraud Civil Remedies Act		Section 5, RFP	X	
Environmental Tobacco Smoke		Section 5, RFP	X	
Program Specific Requirements:				
Most Recent Financial Audit			X	

*Refer to Section 1.2, Website Reference for website address.

**Proposal Application
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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: _____

Title: _____

CERTIFICATIONS
0920-0428

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

OMB Approval No.

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 undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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

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

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

5. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE.

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to

Organization _____

RFP No. _____

children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

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

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

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

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

Signature of Authorized Certifying Official	Title
Applicant Organization	Date Submitted

Exhibit A
SERVICE REQUIREMENTS AND ACTIVITIES

Providers must adhere to the following provisions for all service activities:

- Provide time-limited services based on an evidence based educational model conducive to success in meeting academic and/or social goals and objectives in the Individualized Education Plan (IEP) or Modification Plan (MP) and Hawaii Content and Performance Standards II.
- Provide appropriate transitioning among and between individual clinicians or HIDOE personnel. Transitioning should include discussion of the student's current level of functioning on IEP/MP goals being worked on, progress on the implementation of the student's behavior support plan, discussion of the student's strength and weaknesses, and demonstration of instructional strategies that have proven to be effective with the student.
- Input relevant data into the Electronic Comprehensive Student Support System (eCSSS) and PsyTrace systems, which may include but is not limited to assessment data, case notes from treatment sessions, diagnosis, visit logs, discharge and annual summaries, and quarterly reports.
 - By the last school day of every calendar month, input required data into eCSSS and PsyTrace.
 - ⊖ For any data or report required to be inputted, in the event eCSSS or PsyTrace is amended or unavailable, the PROVIDER must use the data system specified, or alternatively, the HIDOE may authorize substitution of hard copy reporting utilizing a designated format. In the event a paper system is instituted, the same timelines for reports shall apply.
 - ⊖ Provide services according to time and frequency parameters specified by the IEP/MP and authorized by the HIDOE. In no event shall the provision of services exceed the time or units authorized. In the event the IEP/MP is silent as to the time and frequency of service, services shall be provided according to the parameter specified by the HIDOE. In addition, services must be provided in a timely manner, e.g., do not provide all authorized contract hours for the month in a few sessions at the end of the month, unless such an arrangement is specified within the IEP/MP.
- Tracking of outcome measures shall, at a minimum, include quarterly completion of the Behavior Assessment System for Children, 3rd Edition (BASC-3) Student Observation System (SO) in the setting of difficulty.
- Provide services at the student's school, or at a site identified as best suited to address IEP/MP goals and objectives. The HIDOE has the final determination of the location of delivery of service.
- Sign in at the school office when entering a school campus, and sign out when leaving a school campus.
- Wear appropriate identification when visiting a school campus.
- Maintain appropriate levels of contact (as specified per service) with families and school staff.
- Demonstrate capability to provide timely scheduling of appointments, processing of documents, and participation in conference meetings.
- Demonstrate competency in the services to be provided, including specific competencies related to the educational implications of moderate to severe social, emotional or behavioral deficits.

- PROVIDER must provide to their direct services staff information and training regarding the following topics:
 - IDEA and HAR Chapter 60 requirements, including procedures and eligibility criteria;
 - Section 504 and HAR Chapter 61 requirements, including procedures and eligibility criteria;
 - Family Educational Rights and Privacy Act (**FERPA**) and HAR Chapter 34 requirements;
 - HAR Chapter 19 (Student Misconduct and Discipline) procedures and requirements;
 - State laws regarding child abuse and neglect reporting, reporting criminal behavior and threats regarding suicide and homicide;
 - Crisis intervention procedures, including suicide precautions;
 - A review of the CSSS;
 - An understanding of educationally relevant interventions and recommendations; and
 - An understanding of team-based decision-making.
 - Proof of receipt of information and training must be provided upon request of the HIDOE.
- Participate in District/Complex Quality Assurance Meetings as called by the District Educational Specialist (DES).
- Participate in due process proceedings at the request of HIDOE.
- Participate in the Internal Monitoring process at the request of HIDOE.
- Participate in the IEP/MP meetings once placement has been made upon the request of the HIDOE.
- Participate in student specific team meetings upon request of the HIDOE. Provide information to the HIDOE and/or IEP/MP teams on the provider's services upon request by the HIDOE within two (2) working days of the request.

The PROVIDER should address how the proposed plan and services would support service delivery of school-based behavioral health services within the least restrictive environment. The proposal should detail plans for successful transition of service provision to available HIDOE employees. Proposals should also minimize burdensome and/or unnecessary travel time for students.

The PROVIDER must identify what services would be provided with a description of how this best addresses the needs of the targeted population.

In the event that a PROVIDER intends to integrate services with schools, agencies, and other HIDOE contracted providers, PROVIDERS presuming to utilize any community assets, staff, facilities, or instructional resources, including those of the HIDOE, shall submit documentation of any agreements with the relevant community agency(ies) confirming the agency's intent to participate in service delivery.

B. Work Activities

1. Emotional Behavioral Assessment – Comprehensive

Service Description

Diagnostic and evaluation services involving a strengths-based approach to identify student's needs in the context of school, family and community. These services include completion of initial assessments as part of the HDOE identification and eligibility process. Service components include written assessments, a feedback session and IEP/MP development suggestions.

An emotional behavioral comprehensive assessment shall include all of the following:

1. Contacting family and arranging for appointment with the student and family within one week.
2. Conducting assessment within three weeks.
 - a. Parental consent for assessment and release of information is covered by the IEP/MP consent. No additional parental consent for assessment is needed by the contracted provider.
 - b. Reviewing and incorporating HDOE diagnostic team reports, including psychometric test results, if available.
 - c. Reviewing and incorporating any other relevant data including developmental, psycho-social, medical, educational, and legal histories as provided by the school student services coordinator (SSC).
 - d. Interviewing school personnel -- teachers, counselors, behavioral specialists, and/or administrators, or other persons that have first-hand knowledge of the functioning of the student.
 - e. Interviewing family/significant others.
 - f. Interviewing student face-to-face.
 - g. Administering multiple measuring instruments, if not provided, as indicated to include at a minimum, the BASC-3, CAFAS, .
3. Completing written report within one week from dates of assessment. A written report shall include all of the following:
 - a. Date(s) of assessment and date of report.
 - b. Identifying information: student name, date of birth, legal guardian, home-school, grade, IDEA/504 status.
 - c. Reason(s) for referral.
 - d. Sources of information: including review of records, interviews, and assessment tools.
 - e. Brief developmental, medical, family, social educational and psychiatric history-include post and current use of and reasons for psychotropic medications.
 - f. Substance use history.
 - g. Description and history of presenting problems(s).
 - h. Behavioral observations and Mental Status Exam must include all of the following:
 - Appearance, attitude, and behavior;
 - Orientation;
 - Affect and mood;
 - Thought Content/processes:
 1. Fund of knowledge;
 2. Intelligence;
 3. Cognitive processes; and
 4. Memory.
 - Insight;
 - Judgment; and
 - Homicidal/suicidal risk.

- i. Assessment Results and interpretation which must include specific scores, plotted profiles, and analytical interpretations of the BASC-3, CAFAS and other multiple assessment tools, , The HIDOE shall provide the BASC-3 data in the referral packet. The referral packet shall include a copy of the protocols, the scores and the printed reports. The provider does not need to purchase the BASC-3 system to do the assessment. However, the provider must consider the BASC-3 data/reports and incorporate them in the evaluation/recommendations. It is recommended that the provider purchase the BASC-3 manual.
- j. Student and Family Strengths.
- k. Clinical Formulation/Justification of Diagnoses (includes severity and duration of diagnoses; for Rule/Out or Provisional diagnoses, explain what needs to occur to obtain a more definite diagnosis).
- l. Diagnostic Impression: DSM V Classifications .
- m. Statement addressing how student’s behaviors/functioning impacts his/her ability to benefit from their educational program.
- n. Summary of strengths, concerns, and description of needs that must be met for student to benefit from his/her education.
- o. Strengths-based recommendations with suggested intervention and areas needing skill development (i.e., desensitizing student to ____, developing awareness of negative stimuli, and developing ability to appropriately articulate what is a positive alternative stimuli) must be included. Recommendations will conform to the following:
 - Supported by empirical research;
 - Describe and address the needs of the student and family;
 - Avoid specifying a particular service, program, or eligibility status. For example, it should not be specified that the student needs paraprofessional services, day treatment, or that the student should be certified Emotionally Impaired under IDEA. Instead recommendations should focus on the student’s particular needs, e.g., “the student is in need of close supervision due to ...” or “the student is in need of a structured school environment and intensive counseling services” or “the student’s symptoms include....”
 - Include possible least restrictive school-based intervention recommendations that may address student’s needs for the IEP/MP Team to consider.

Service Operations

1. Parent(s), student, and staff associated with the assessment were actively involved in the process.
2. Report contains all required service content components, utilizing the HIDOE prescribed report format to be provided by the Department.
3. Report is typed.
4. Report is submitted within one week of assessment completion.
5. Report contains recommendations addressing a student’s needs and does not specify a particular service, program or eligibility status.
6. Report includes original signature(s) of the assessor (and supervisor as necessary) acknowledging responsibility for the assessment.

Referral Criteria

1. Student requires an initial assessment to determine mental health needs and recommendations as part of the HIDOE identification and eligibility process; OR
2. Student requires an annual assessment to determine current mental health needs and recommendations, as part of the IDEA regulations.

Authorization (Billable Hours)

The HIDEOE contemplates that the average emotional behavioral assessment (EBA) will take forty-eight (48) units to complete. The units reflect the time required for completing the review of data, assessment process, feedback session, intervention planning, and final report. If the assessment will exceed the forty-eight (48) units allotted to complete the service, requests for additional units must require administrative approval by the School Based Behavioral Health (SBBH) DES before proceeding. There is no payment for travel time, wait time, appointment no-shows, or cancellations.

Event is only billable upon completion of the EBA and the report must be submitted to the SBBH school level personnel and data must be entered into eCSSS and PsyTrace before payment will be made.

Billable per unit cost. (1 unit = 5 minutes, 12 units = 1 hour)

Completion of Service

The service is complete when all of the following are completed:

1. The assessment and feedback session have been completed; and
2. The written assessment report is submitted to HIDEOE and meets standards, as described above. See Section 5, Attachments. Assessments not meeting these standards will be returned to the assessor for correction. Payment may not be made or a reimbursement will be sought if assessments are not corrected according to prescribed standards.
 - a. Scores and plotted profiles of the BASC-3, CAFAS, forms should be attached (if applicable).

Staffing Requirements

Assessors must meet one of the following requirements:

1. Be a Hawaii licensed psychologist **AND** have a minimum of one (1) year of supervised training in child and adolescent assessment; **OR**
2. Have a Master's degree, doctoral degree, or be a doctoral candidate in a graduate program in psychology from a regionally or nationally accredited program **AND** a minimum of one (1) year of documented training and supervised experience in child and adolescent assessment, **AND** work under the supervision of a licensed psychologist or psychiatrist meeting standards above.

NOTE: At a minimum, the supervisor must review all prior reports/data; review all current assessment data; and participate in the interpretation of data, and the development of a diagnoses and recommendations. The supervisor is to sign the report acknowledging responsibility for the assessment.

Documentation

Assessors are required to input assessment and data information in eCSSS and PsyTrace within the timeframe required by the HIDEOE. Written report shall contain all required service content components, utilizing the HIDEOE prescribed report format as attached in Section 5, Attachments.

2. Emotional Behavioral Assessment – Annual Update**Service Description**

Diagnostic and evaluation services involving a strengths-based approach are necessary to identify student's needs in the context of school, family and community. These services include completion of an

annual assessment. Service components include written assessments, a feedback session and IEP/MP development suggestions.

An emotional behavioral assessment shall include all of the following:

1. Contacting family and arrange for appointment with the student and family within one week.
2. Conducting assessment within three weeks.
 - a. Parental consent for assessment and release of information is covered by the IEP/MP consent. No additional parental consent for assessment is needed by the contracted provider
 - b. Reviewing and incorporating HIDEOE diagnostic team reports, including psychometric test results, if available.
 - c. Reviewing and incorporating any other relevant data including developmental, psycho-social, medical, educational, and legal histories as provided by the school student services coordinator (SSC).
 - d. Interviewing school personnel -- teachers, counselors, behavioral specialists and/or administrators, or other persons that have first-hand knowledge of the functioning of the student.
 - e. Interviewing family/significant others.
 - f. Interviewing student face-to-face.
 - g. Administering multiple measuring instruments, if not provided, as indicated to include at a minimum, the BASC-3, CAFAS
3. Completing written report within one week from dates of assessment. A written report shall include all of the following:
 - a. Date(s) of assessment and date of report.
 - b. Identifying information: student name, date of birth, legal guardian, home-school, grade, IDEA/504 status.
 - c. Reason(s) for referral.
 - d. Sources of information: including review of records, interviews, and assessment tools.
 - e. Brief developmental, medical, family, social, educational and psychiatric history-include post and current use of and reasons for psychotropic medications.
 - f. Substance use history.
 - g. Description and history of presenting problems(s).
 - h. Behavioral observations and Mental Status Exam must include all of the following:
 - Appearance, attitude, and behavior;
 - Orientation;
 - Affect and mood;
 - Thought Content/processes:
 1. Fund of knowledge;
 2. Intelligence;
 3. Cognitive processes; and
 4. Memory.
 - Insight;
 - Judgment; and
 - Homicidal/suicidal risk.
 - i. Assessment Results and interpretation, which must include specific scores, plotted profiles, and analytical interpretations of the BASC-3, CAFAS . The HIDEOE shall provide the BASC-3 data in the referral packet. The referral packet shall include a copy of the protocols, the scores and the printed reports. The provider does not need to purchase the BASC-3 system to do the assessment. However, the provider must consider the BASC-3 data/reports and incorporate them in the evaluation/recommendations. It is recommended that the provider purchase the BASC-3 manual.
 - j. Student and Family Strengths.

- k. Clinical Formulation/Justification of Diagnoses (includes severity and duration of diagnoses; for Rule/Out or Provisional diagnoses, explain what needs to occur to obtain a more definite diagnosis).
- l. Diagnostic Impression: DSM V Classifications
- m. Statement addressing how student's behaviors/functioning impacts his/her ability to benefit from their educational program.
- n. Summary of strengths, concerns, and description of needs that must be met for student to benefit from his/her education.
- o. Strengths-based recommendations with suggested interventions and areas needing skill development (i.e., desensitizing student to ____, developing awareness of negative stimuli, and developing ability to appropriately articulate what is a positive alternative stimuli) must be included. Recommendations will conform to the following:
 - ❑ Supported by empirical research;
 - ❑ Describe and address the needs of the student and family;
 - ❑ Avoid specifying a particular service, program, or eligibility status. For example, it should not be specified that the student needs paraprofessional services, day treatment, or that the student should be certified Emotionally Impaired under IDEA. Instead recommendations should focus on the student's particular needs, e.g., "the student is in need of close supervision due to ..." or "the student is in need of a structured school environment and intensive counseling services" or "the student's symptoms include..."
 - ❑ Include possible least restrictive school-based intervention recommendations that may address student's needs for the IEP/MP Team to consider.

Service Operations

1. Parent(s), student, and staff associated with the assessment were actively involved in the process.
2. Report contains all required service content components, utilizing the HIDEOE prescribed report format as attached in Section 5, Attachments.
3. Report is typed.
4. Report is submitted within one week of assessment completion.
5. Report recommendations addresses a student's needs and does not specify a particular service, program or eligibility status.
6. Report includes original signature(s) of the assessor (and supervisor as necessary) acknowledging responsibility for the assessment.

Referral Criteria

Student requires an annual assessment to determine current mental health needs and recommendations, as part of the IDEA regulations

Authorization (Billable Hours)

The HIDEOE contemplates that the average EBA Annual will take forty eight (48) to complete. The units reflect the time required for completing the review of data, assessment process, feedback session, intervention planning, and final report. If the assessment will exceed the forty eight (48) units allotted to complete the service, requests for additional units must require administrative approval by the SBBH DES before proceeding. There is no payment for travel time, wait time, appointment no-shows, or cancellations.

Event is only billable upon completion of the EBA and the report must be submitted to the SBBH school level personnel and data must be entered into eCSSS and PsyTrace before payment will be made.

Billable per unit cost. (1 unit = 5 minutes, 12 units = 1 hour)

Completion of Service

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

1. The assessment and feedback session have been completed.
2. The written assessment report is submitted to the HIDOE and shall meet the standards, as described. See Section 5, Attachments. Assessments not meeting these standards will be returned to the assessor for correction. Payment may not be made or a reimbursement will be sought if assessments are not corrected according to prescribed standards.
 - a. Scores and plotted profiles of the , BASC-3, CAFASforms should be attached (if applicable).

Staffing Requirements

Assessors must meet one of the following requirements:

1. Be a Hawaii licensed psychologist **AND** have a minimum of one (1) year of supervised training in child and adolescent assessment; **OR**
2. Have a Master's degree, doctoral degree, or be a doctoral candidate in a graduate program in psychology from a regionally or nationally accredited program **AND** a minimum of one (1) year of documented training and supervised experience in child and adolescent assessment, **AND** work under the supervision of a licensed psychologist or psychiatrist meeting standards above.

[NOTE: At a minimum, the supervisor must review all prior reports/data; review all current assessment data; and participate in the interpretation of data, and the development of a diagnoses and recommendations. The supervisor is to sign the report acknowledging responsibility for the assessment.]

Documentation

Assessors are required to input assessment and data information in eCSSS and PsyTrace within the timeframe required by the HIDOE.

Written report shall contain all required service content components, utilizing the HIDOE prescribed report format as attached in Section 5, Attachments.

3. Individual, Group and Family Counseling

Service Description

Individual, Group and Family Counseling are regularly scheduled face-to-face counseling services to the student/family in his/her most appropriate natural for the purpose of addressing symptoms/problems that prevent the student from benefiting from his/her educational program. These counseling sessions are designed to promote healthy independent functioning and are intended to be focused and **time-limited** with interventions reduced and discontinued as student and family are able to function more effectively.

Service Operations

Evidence-based behavioral support interventions involving cognitive-behavioral strategies, behavioral support plans, skills training, systemic interventions, and facilitating access to other community services and supports as needed to improve overall functioning and increase independence.

Individual and Group Counseling Services shall include all of the following:

- Accessing and reviewing all historical and assessment data available in the student's record.
- Identifying relevant issues, needs, and related goals to aid in behavior support planning.
- Participating as a member of a team, in the development of a written Behavior Support Plan, with measurable goals and objectives, specific interventions, and target dates for reaching objectives-in collaboration with the student, family, teachers, and other relevant parties.

- ❑ Developing a written transition/discharge plan to include goals, specific target dates for reaching each goal, IEP/MP and criteria to determine when counseling services can appropriately conclude.
- ❑ Implementing, monitoring, and adjusting interventions as needed to address needs and accomplish objectives and goals.
- ❑ Reviewing interventions, needs, goals and progress at least every thirty (30) days and update crisis, treatment, and discharge plans.
- ❑ Scheduling regular sessions to work with student to facilitate his/her ability to cope and function in a healthy manner through encouragement, support, counseling, education, skills training, and linkage to appropriate community services and resources.
- ❑ Participating with integration of services across domains (home, school, and community) as needed.
- ❑ Participating in the implementation of the Behavior Support Plan (BSP) and IEP.

Family Counseling Services shall include all of the following:

- ❑ Assisting family with developing and maintaining appropriate structure within the home.
- ❑ Assisting family with development of effective parenting skills and child management techniques.
- ❑ Assisting family with developing increased understanding of their child's symptoms and problematic behaviors, developing effective strategies to address these issues, and encouraging emphasis on building upon their child's strengths.
- ❑ Facilitating effective communication and problem-solving between family members, school and other community agencies.
- ❑ Facilitating linkage to community supports and resources as needed.

Referral Criteria

1. The student has an IEP or MP; and
2. The HIDEOE identifies that participation of the contract provider as the deliverer of the intervention is educationally beneficial.

Authorization (Billable Hours)

1. The IEP/MP team recommends these services. The scope and nature of services are collaboratively determined by the IEP/MP.
2. The HIDEOE identifies that participation of the contract provider as the deliverer of the intervention would be educationally beneficial.
3. Identified intervention practices are limited to the actual time specified on the IEP/MP.

Note: Telephone contacts and logistical planning/preparation are assumed in the unit cost. There is no payment for phone calls, travel time, wait time, no-shows, or cancellations.

Billable per unit cost. (1 unit = 5 minutes, 12 units = 1 hour)

Completion of Service

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

1. The IEP/MP team determines, through the IEP/MP process, that services should be discontinued; and
2. Decision by the IEP/MP team has been documented in eCSSS.

Staffing Requirements

Individual, Group and Family Counseling shall be provided by personnel that meet one of the following requirements:

1. Graduate level social worker, marriage/family therapist, , psychologist, National Certified Counselor, and a minimum of one year of supervised training **and** experience in the provision of child and adolescent mental health services; **OR**

2. An advanced (graduate level) professional degree in social work, marriage/family therapy, , psychology, , counseling or behavioral science from a regionally or nationally accredited program and a minimum of two years of supervised training and experience in the provision of child and adolescent mental health services; **OR**
3. An advanced (graduate level) professional degree in social work, marriage/family therapy, , psychology, , counseling or behavior science, from a regionally or nationally accredited program **and** a minimum of one year of supervised training and experience in the provision of child and adolescent mental health services **and** currently working under the supervision of personnel meeting criteria 1 or 2 above.

Documentation

1. Providers are required to input information in the eCSSS modules such as IEP/MP, visit log, progress report and other modules that HIDOE requires.
2. Data entry into eCSSS and PsyTrace must be submitted before invoice submission and before payment will be made.

4. Educational Planning (IEP/MP) Participation

Service Description

Provide time for contract providers to meet with the student's educational team members to develop, revise, and/or review an IEP/MP or other related educational plan. This service consists of non-regularly scheduled meetings.

Educational Planning (IEP/MP) Participation shall include all of the following:

1. Attendance at a multi-disciplinary education planning conference and organized presentation of pertinent information educationally related to the goals and objectives of the student;
2. Completion of an IEP/MP or BSP, as needed, identifying goals, measurable objectives and interventions based on student evaluation data.
3. Documented verification of attendance such as a sign in sheet; and
4. Documentation will occur for each meeting in the student's progress notes. The narrative should include the topic discussed and the outcome of the provider's participation.

Service Operations

1. The contract provider ensures that adequate representation is available at the education planning meeting.
2. Participation in education planning is documented in student's IEP or MP.
3. Copy of the IEP and BSP are included in the student's record.

Referral Criteria

1. The student has an IEP or MP; **AND**
2. The HIDOE identifies that participation of the contract provider in the education planning meeting would be educationally beneficial to the student.

Authorization (Billable Hours)

HIDOE identifies that participation of the contract provider in the education planning meeting would be educationally beneficial to the student. If another agency, entity, or individual requests the provider's presence at the meeting, the HIDOE will not be responsible for the payment of this service. Education planning meetings are limited to the actual time spent at the meeting. There is no reimbursement for travel time, wait time, or cancellations.

Billable per unit cost. (1 unit = 5 minutes, 12 units = 1 hour)

Completion of Service

Educational Planning (IEP/MP) Participation is complete when both of the following are complete:

1. Participation at the IEP/MP planning meeting is completed; and
2. Documented verification of attendance such as a sign in sheet.

Staffing Requirements

Specific education planning participants must meet the qualifications requirement for the particular level of care represented.

Documentation

Progress note shall be placed within student's agency record, with a copy sent to the SBBH school level personnel within twenty-four (24) hours of the date of service. Progress note and data entry into the PsyTrace system must be submitted before invoice submission and before payment will be made.

5. School Consultation

Service Description

Consultation of a contract provider with regular and special education teachers, school administrators, and other school personnel regarding the behavior management of students as related to their IEP/MP goals and objectives. School consultation is delivered as requested by or agreed upon by the school.

School Consultation shall include all of the following:

1. School consultation is a collaborative process which serves to better link a student's BSP with his/her IEP/MP. School consultation facilitates communication between school personnel and behavioral health providers, between home and school, as well as between various school staff, such as between regular and special educators. While the focus of consultation is on behavioral management issues, it can include organizational management of the classroom (e.g., seating arrangements, scheduling) to boost the efficacy of inclusion of children with disabilities. The contract provider can provide intervention-specific information on particular behavioral disorders (e.g., Attention-Deficit/Hyperactivity Disorder, Tourette's Disorder) as well as certain social emotional variables (e.g., low self-esteem, poor achievement motivation, lack of social skills competence) and their potential impact on classroom performance.
2. School consultation generally includes a face-to-face contact of a contract provider with teacher, administrator or other school personnel for the purpose of sharing information and facilitating communication. The contact may, however, be made by phone if the school visitation is not feasible and the goals of that consultation can be accomplished long-distance (e.g., helping a teacher fine-tune a behavior management plan).
3. The following responsibilities of the school consultant are important to insure collaboration and efficacy:
 - a. Access and review pertinent educational and mental health data available in the student's clinical record.
 - b. Adhere to school protocols regarding rules and responsibilities on school campus.
 - c. Conduct classroom observation(s), if needed, to witness student's functioning in the school setting.
 - d. Hold consultation meeting with appropriate school personnel to discuss specific issues/interventions related to student's school performance.

Service Operations

Progress note shall be placed within student's agency record, with a copy sent to the SBBH school level personnel within twenty-four (24) hours of the date of service. Progress note and data entry into the PsyTrace system must be submitted before invoice submission and before payment will be made.

Referral Criteria

The HIDEOE decides that delivery of school consultation by the contract provider would be educationally beneficial.

Authorization (Billable Hours)

School consultation is authorized by the school when consultation by the contract provider is deemed to be educationally beneficial to the student. School Consultation is limited to the actual time spent at each consultative event. There is no reimbursement for travel time, wait time, or cancellations.

Billable per unit cost. (1 unit = 5 minutes, 12 units = 1 hour)

Completion of Service

A progress note shall be completed and submitted to the SBBH school level personnel, reflecting issues and behavior management strategies discussed, as well as school personnel's receptivity to the consultation intervention.

Staffing Requirements

Specific education planning consultants must meet the qualifications requirement for the particular level of care represented.

Documentation

Progress note shall be placed within student's agency record, with a copy sent to the SBBH school level personnel within twenty-four (24) hours of the date of service. Progress note must be submitted before invoice submission and before payment will be made.

6. Emergency Crisis Intervention

Service Description

Crisis intervention counseling allows up to a maximum of three one-hour sessions of brief therapy per episode.

Service Operations

Assessment, crisis intervention, crisis planning, parenting education, and recommendation for service needs. This service is typically community-based, not school-based.

Referral Criteria

Any student ages 3-21 who is at risk of homicidal or suicidal ideation and is in need of intervention/stabilization services during the regular operating hours of the public school system.

Authorization (Billable Hours)

Prior authorization is not necessary. Notification of crisis intervention must be communicated verbally to the SBBH DES within twelve (12) hours of the crisis event.

Completion of Service

Emergency Crisis Intervention is complete when both of the following are complete:

1. Targeted symptoms and/or maladaptive behaviors have abated to a level of severity which no longer requires crisis intervention.
2. Student is referred to appropriate available services.

Staffing Requirements

Graduate level social worker, marriage/family therapist, , psychologist, National Certified Counselor, **and** minimum of one year of supervised training and experience in the provision of child and adolescent mental health services.

Documentation

Providers are required to input information in the PsyTrace system before invoice submission and before payment will be made.

7. Court/Due Process Hearing Testimony

Service Description

Provider(s) shall participate in a court hearing or due process hearing at the request of the HIDOE. This participation is in addition to a State representative's (i.e., Deputy Attorney General) presence in court and is intended to ensure that the court has access to all relevant information needed.

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

1. Attending court hearing or due process hearing as requested by the HIDOE to present relevant educational data or information needed.
2. Specific report writing by provider needed for court or due process hearing (Quarterly Progress Reports, Progress Notes, Clinical Evaluations, and other existing reports do not suffice). If a specific report must be submitted, the HIDOE may request that the contract provider complete specific documentation to assist in the writing of the report. The unit of service for the generation of the specific documentation is limited to a maximum of one hour.
3. Recommendations are based on the presenting needs of the student. Recommendations will not be accepted regarding specific services, methodology or persons (i.e., student requires day treatment).
4. Reports are made available to the HIDOE for review prior to the hearing.

Service Operations

1. Present testimony at the court hearing or due process hearing.
2. The report, if requested, is signed by the appropriate professional.

Referral Criteria

- A. Student has an IEP or MP;
- B. Student has a scheduled court hearing or due process hearing; **AND**
- C. The HIDOE identifies that participation by the contract provider would be helpful to the court or hearings officer in understanding the student's case.

Authorization (Billable Hours)

The HIDOE requested and authorized participation of the contract provider's services. Participation is limited to twenty-four (24) units. Specific rationale for exceeding the maximum units must be reviewed with the SBBH DES.

Billable per unit cost. (1 unit = 5 minutes, 12 units = 1 hour)

Completion of Service

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

Staffing Requirements

Participants must meet the qualifications requirement for the particular level of care represented.

Documentation

Report as specified under Service Description, if necessary.

Contract Minimum and Special Conditions

1. CONTRACT ADMINISTRATOR

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

Contract Administrator:	William Arakaki
Telephone Number:	(808) 274-3502
e-mail Address:	Bill_Arakaki@notes.k12.hi.us

The CA is responsible for:

- 1.1. the terms, conditions, quantities, specifications, scope of services, other contract terms, and all decisions relating to the Contract;
- 1.2. monitoring the PROVIDER's work, documenting that PROVIDER maintains the required insurance coverage (if applicable), resolving contract disputes and discrepancies, evaluating the work of the PROVIDER, assuring the services or goods are delivered as required in the Contract, and processing payment for services rendered; and
- 1.3. notifying Procurement 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:	Chesne Cabral Kitamura
Telephone Number:	(808) 274-3504
e-mail Address:	Chesne Cabral_Kitamura@notes.k12.hi.us

3. PROVIDER'S POINT OF CONTACT

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

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

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

4. CASE ASSIGNMENTS

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

5. VERIFICATION OF EMPLOYEES

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

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

6. EXCLUSION OF SPECIFIC WORKERS

The STATE reserves the right to require the PROVIDER to remove an employee, agent, or volunteer (Worker) from performing work under this Contract. The 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 STATE, its employees or students.

7. COMPENSATION

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

performance of its obligations hereunder. The contract price shall be the all-inclusive cost to the STATE and no other charges shall be honored.

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

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

8. COMPENSATION RATES

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

A unit rate shall be recorded (1 unit =5 minutes, 12 units = 1 hour)

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

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

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

9. INVOICING AND PAYMENT SCHEDULE

9.1. Monthly Invoices, Monthly Payments

Payments shall be made in monthly installments upon the monthly submissions by the PROVIDER of invoices for the services provided. Payments shall be inclusive of all applicable State and Federal Taxes

9.2. Audit, Reimbursement and Reconciliation

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

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

9.3. **Payment for Services not Requested by the STATE**

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

9.4. **Final Settlement**

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

10. FINAL PAYMENT

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

- 10.1. An original tax clearance certificate, not over two (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/>.
- 10.2. "Certification of Compliance for Final Payment" (DOE Form-22) with an original signature shall be required for final payment.

11. AVAILABILITY OF FUNDS

This Contract is subject to the availability of funds. No contract entered into between the STATE and the PROVIDER shall be binding or of any force unless the Chief Financial

Officer (CFO) certifies that there is an available unexpended appropriation or balance of an appropriation over and above all outstanding contracts sufficient to cover the amount required by the Contract.

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

12. TIME OF PERFORMANCE

12.1. CONTRACT TERM

Contract shall commence on July 1, 2016 and shall end on June 30, 2017.

12.2. CONTRACT RENEWAL

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

12.3. PERFORMANCE PERIOD

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

13. CONTRACT EXECUTION

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

14. CONFIDENTIALITY OBLIGATIONS

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

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

The PROVIDER, including its employees, agents, representatives, and assigns shall abide by the following with regards to Confidential Information: (i) They shall not disclose to any unauthorized party any Confidential Information, except as specifically permitted by the STATE and subject to the STATE's limitations on confidentiality of information and relevant legal requirements of the State to include, but not limited to the Family Educational Rights and Privacy Act ("FERPA"); Permission will be granted through a formal written agreement concerning the disclosure of personally identifiable information (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.

- 14.1. Prior Written Approval: PROVIDER may not i) share Confidential Information or any other data received under this Contract, ii) publish, or iii) distribute such information without the prior written approval of the STATE.
- 14.2. In the event of termination of this Contract, PROVIDER shall return to STATE all student information received under this Contract and further agrees to destroy any and all copies of, or references to, any student information shared by STATE as a result of this Contract.

15. RELIEF AVAILABLE TO STATE

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

- 15.1 Suspend Payments – Temporarily withhold or disallow all or part of the billing cost/payments pending correction of a deficiency or a non-submission of a required deliverable by the PROVIDER;
- 15.2 Suspend Referrals – Suspend referrals to the PROVIDER should the PROVIDER fail to comply with any of the requirements or other term(s) or condition(s) of this Contract and, further, the STATE may maintain the suspension of referrals until such time as the deficiency or non-compliance is corrected and the PROVIDER's corrective actions are determined to be acceptable by the STATE; and
- 15.3 Seek Reimbursement – Seek reimbursement from the PROVIDER or withhold future payments for any funds paid to the PROVIDER subsequent to a determination that such was unauthorized, fraudulently obtained, or inappropriately billed.
- 15.4 Seek Market Value – In the event the PROVIDER fails, refuses or neglects to perform the services in accordance with the requirements of these Special Conditions, the Scope of Services or the General Conditions, the STATE reserves the right to purchase, in the open market, a corresponding quantity of the services specified herein and to deduct from any monies due or that may thereafter become due to the PROVIDER, the difference between the price named in the Contract and the actual cost to the STATE. In case any money due the PROVIDER is insufficient for said purpose, the PROVIDER shall pay the difference upon demand from the STATE. The STATE may also utilize all other remedies provided by law.

16. LIABILITY INSURANCE

General Conditions, section 1.4, entitled “Insurance Requirements”, is deleted entirely and replaced with the following:

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

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

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

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

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>
Automobile Liability, Combined Single Limit:	<i>\$1,000,000 per accident</i>

Professional Liability: \$1,000,000 per claim and \$2,000,000 per annual aggregate

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

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

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

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

17. FEDERAL FUNDS

17.1. Availability of Funds and Use of Funds – This contract may involve the use of federal 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 any time, 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.

- 17.2. 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 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 www.epls.gov.

18. 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.

19. 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.

Emotional Behavioral Assessment

Identifying Information

Name: *(last name first, and middle name)*
Sex: *(male or female)* **Date of Interview:** *(multiple dates if applicable)*
Date of Birth: *(e.g., March 2, 2016)* **Date of Report:** *(report completion date)*
Age: *(e.g., 10 year 9 month)* **Referral Source:**
Legal Guardian: **Examiner:** *(name & degree)*
School *(school last attended or currently attending)* **IDEA/504/SEBD status:**
Grade:

Reason for Referral

Initial comprehensive report, SEBD determination, specific reasons/questions posed by referral source, e.g., disability determination, assessment for intervention in emotional/behavioral crisis, exacerbations of behavioral symptoms; serious and challenging behaviors, such as suicidal behavior, fire-setting, etc.

Sources of Information

Interviews (minimally subject student, parents/guardians or significant others, and school staff/service providers). Other interviews may be helpful: psychiatrist, probation officer, foster parents, DHS worker, FGC care coordinator, others who are involved and knowledgeable concerning the student. Note any other sources of information: past and current medical and legal records, school records, previous mental health evaluation records.

Chief Complaint or Presenting (Current) Problem

Student's subjective complaints (symptoms) & observed findings (signs) of teachers/guardians, main concerns from parent and other referral source(s)

History of Presenting Problem

(Onset, duration, severity/intensity, frequency, quality - include agencies involved in support services, e.g., HIDEOE, DOH, DHS, CPS, OYS, family court.)

Past Mental Health History

Onset of symptoms/signs, diagnoses, past treatment (in- or out-patient settings or residential sites); result of interventions, relapse pattern if occurred and compliance, service intensity, intervention modalities, e.g., CBT, MST, DBT, etc.

Assessment Tools

Required: Multiple measuring instruments data; required as part of assessment report data and source. BASC3, and any other tools used. List names of tools. Data will be reported in separate section.

Medical History

Birth history, contributory pre- and prenatal events/factors such as illnesses and accidents, treatments received (surgical operation and medications), loss of consciousness, congenital deformity, hospitalization, immunization, allergies, hearing and vision problems, chronic and/or familial diseases. And, if physician evaluator, a review of systems.

Current Medication

Current prescription medication(s) (name; dosage, administration time, potential side effects), target behavior/symptoms, student progress (compliance, effectiveness in controlling symptoms, etc., including feedback from parent and school), sites last medication was prescribed (clinic, private physician's office, hospital). List any complementary or alternative remedies used in past or currently.

Developmental and Psychosocial History

Developmental History

Birth history such as pre-natal maternal complications or fetal distress, peri- and post-natal history (e.g., difficult labor, jaundice, premature delivery, other maternal and infant complications), birth weight and length, Apgar score, developmental milestones

Family History

Family origin or parental ethnicity, parental marital status and relationships, relationships among family members, parenting style, parental or family history of mental illness history (genetic predisposition), socioeconomic status, siblings, parental availability to children's needs, description of family dwelling (e.g., 2 bed rooms for 6 family members)

School History

Schools attended, grade, current educational status, educational testing, preschool program, special education status, repeated grade(s) and when and why, academic performances (strengths and weaknesses), behavioral problems and truancy, suspension, attitude towards school, including school observation (strongly recommended) or formal school data collection including report cards, deficiency notices, disciplinary actions.

Social History

History of peer relationships, ability and scope of meaningful relationships with others, current peer support, student identified social supports, social and group activities, gang affiliation

Sexual History

History of sexual activities, gender orientation, history of sexual abuse, birth control knowledge and practice, pregnancy, attitudes towards opposite sex

Substance Abuse History

History of substance use/abuse, kinds of abused drugs/substances and age at first usage of each drug, frequency and quantity consumed, alone or with others, drug sales and associated legal problems, family history of substance abuse, attitudes towards substance use/abuse. State whether student has attempted to discontinue drug use and with what effect.

Legal History

Types of violations/charges, adjudicative dispositions, recidivism, rehabilitative programs attended (success or failure, if failed, why? on probation or parole?), legal guardianship, guardian ad litem, public defender, attitudes towards past illegal activities.

Cultural or Transcultural Issues

Length of residence in Hawaii, other residence out of state, language spoken by student and family members at home, family cultural factors that may impact on intervention.

Assessment Tool Data:

Data from each measurement tool noted above, including minimally BASC3 Note data source (whether performed by current evaluator or other source of data). Scores and plotted profiles should be attached to the report and noted in this section as an attachment

Mental Status Examination

Appearance, attitude, behavioral observations. A general description include presence of any physical deformity or handicap.

Orientation: (time, place, person).

Affect and Mood: engagement pattern, eye contact, affect, depression, recent and past mood swings (depression, euphoria, excitement or irritability, noting frequency and duration of mood swings), and anxiety (including autonomic nervous system signs, e.g., flushing, perspiration, shortness of breath, palpitations, etc.). Psychomotor activity level. Speech pace, note any acceleration or delay.

Thought content/processes: fund of knowledge, intelligence, cognitive processes, and memory. Serial subtractions of 7's, presence/absence of any abnormal perception (hallucinations or illusions), cognitive distortions (paranoid thoughts or other delusions), attention span & distractibility, memory impulsive behavior, thought (content and processing), speech (enunciation, age-appropriateness, or unusual content or preoccupations).

Suicidal or homicidal ideation or threats; risk assessment.

School observation (highly recommended) or data from school.

Physical Examination

***Strongly recommended when evaluator is physician. Include blood pressure, pulse, height and weight as vital signs. Note obvious serious physical findings. Include a mini-neurological examination minimally noting presence or absence of tics (motor or vocal), tremors, or other abnormalities of movement. Include data from any movement scale used in the evaluation.*

Student's and Family Strengths

*List student's assets, e.g., good physical health and appearance, any skills (painting, music, sports, readings), being articulate, good in math, etc.)
Presence of supports from parent(s), community, and/or significant others (girl- or boy-friend, fiancé), or grandparents, relatives, minister/priest), well-connected and closely following agency support staff.*

Summary and Formulation

Reason(s) and rationale to support a diagnosis and to rule out others - based on biological, psychological, social and cultural factors and models. Vulnerabilities and protective factors should be also included if possible.

Diagnostic Impressions (DSM 5)

*All five axes diagnoses should be listed in the order of clinical importance with first diagnosis on Axis I being the focus of current treatment.
DO NOT list Rule Out (R/O) diagnoses. If a certain diagnostic entity is suspected but not yet clearly ascertained, include discussion or plans for clarifying or following-up either in formulation or recommendation section. On Axes I and II: if using NOS [not otherwise specified], delineate what features of diagnosis are lacking for a more specific diagnosis.*

Educational Implications and Intervention Recommendations

*Describe and address needs of student and family. Include strengths-based recommendations supported by empirical research, including biological, psychological, social and/or cultural areas of intervention/management or added specialized assessments. **Avoid specifying a particular service, program, or eligibility status.** Recommendations should reflect CASSP principles and interventions in less restrictive settings.
Note need for follow-up assessments, transition planning, and other specific follow-up measures such as laboratory tests, rating scales, etc.*

Provider Information

*Signature
Name and degree(s) of the evaluator including the position and name of institution/organization of the evaluator is affiliated (if indicated and appropriate).*

.....

Emotional/Behavioral Assessment: Annual Update

Identifying Information

Name: *(last name first, first and middle)*

Sex: *(male or female)*

Date of Birth: *(e.g., March 2, 2016)*

Age: *(e.g., 10 year 9 month)*

Legal Guardian:

School: *(school last attended or
currently attending)*

Grade:

Date of Interview: *(multiple dates if applicable)*

Date of Report: *(report completion date)*

Referral Source:

Examiner: *(name & degree)*

IDEA/504/SEBD status:

Reason for Referral

Student requires an annual assessment to determine current mental health needs and recommendations, as part of the IDEA/MP requirements, SEBD determination, continued DOH services, or specific reasons/purposes posed by referral source.

Sources of Information

Interviews (minimally subject student, parents/guardians or significant others, and school staff/service provider). Other interviews (psychiatrist, probation officer, DHS worker, FGC care coordinator) and past and current medical and legal records, school records, and previous/current emotional/behavioral evaluation records may assist the assessment update.

Current Problems and Concerns

Student's subjective complaints (symptoms) & observed findings (signs) of teachers/guardians, main concerns from parent and other referral source(s).

History of Presenting Problem Since Last Assessment

Describe onset, duration, severity/intensity, frequency, quality of any new problems presenting since last assessment. List agencies currently involved in intervention, e.g., DOE, FGC, CPS, OYS, SBBH agencies and other service provider agencies/ organizations.

Mental Health History Since Last Assessment

Interval history of interventions, changes in treatment approach, acute hospitalizations and other crises.

Medical History Since Last Assessment

Report changes in health status, diagnoses, medical and surgical treatment of conditions, name of PCP, and additional history obtained since last assessment. For physician examiners, include updated review of systems.

Assessment Tools

List names of tools. Multiple measuring instruments data; required as part of assessment report data and source. CAFAS, BASC3, and any other tools used. Data will be reported in separate section.

Current Medication

Current prescription medication(s) (name; dosage, administration time, potential side effects), target behavior/symptoms, student progress (compliance, effectiveness in controlling symptoms, etc., including feedback from parent and school).

Psychosocial History Since Last Assessment

Developmental History

See the attached previous report.

Family History

Add only changes and additions since the last assessment, e.g. birth or adoption of new sibling, divorce.

School History

Add only changes and additions since the last assessment. Report school observations or other forms of school data collected.

Social History

Add only changes and additions since the last assessment.

Sexual History

Add only changes and additions since the last assessment.

Substance Abuse History

Add only changes and additions since the last assessment.

Legal History

Add only changes and additions since the last assessment.

Cultural or Transcultural Issues

Add only changes and additions since the last assessment.

Assessment Data:

Data from each measurement tool noted above, including minimally BASC3, CAFAS. Note data source (whether performed by current evaluator or other source of data). Scores and plotted profiles should be attached to the report and noted in this section as an attachment.

Mental Status Examination

Appearance, attitude, behavioral observations. A general description include presence of any physical deformity or handicap.

Orientation: (time, place, person).

Affect and Mood: engagement pattern, eye contact, affect, depression, recent and past mood swings (depression, euphoria, excitement or irritability, noting frequency and duration of mood swings), and anxiety (including autonomic nervous system signs, e.g., flushing, perspiration, shortness of breath, palpitations, etc.). Psychomotor activity level. Speech pace, note any acceleration or delay.

Thought content/processes: fund of knowledge, intelligence, cognitive processes, and memory. Serial subtractions of 7's, presence/absence of any abnormal perception (hallucinations or illusions), cognitive distortions (paranoid thoughts or other delusions), attention span & distractibility, memory impulsive behavior, thought (content and processing), speech (enunciation, age-appropriateness, or unusual content or preoccupations).

Suicidal or homicidal ideation or threats; risk assessment.

School observation (strongly recommended) or data from school.

Physical Examination

***Strongly recommended when evaluator is physician. Include blood pressure, pulse, height and weight as vital signs. Note obvious serious physical findings. Include a mini-neurological examination minimally noting presence or absence of tics (motor or vocal), tremors, or other abnormalities of movement. Include data from any movement scale used in the evaluation.*

Client's and Family Strengths

Update list of student's assets, e.g., good physical health and appearance, any skills (painting, music, sports, readings), being articulate, good in math, etc.).

Presence of supports from parent(s) and/or significant others (girl- or boy-friend, fiancé or grandparents, relatives, minister/priest), well-connected and closely following agency support staff.

Summary and Formulation

Reason(s) and rationale to support a diagnosis and to rule out others, to be based on biological, psychological, social and cultural factors and models. Vulnerabilities and protective factors should be also included if possible.

Diagnostic Impressions (DSM 5 Classifications)

DSM 5 Classifications should be listed in the order of clinical importance with first diagnoses being the focus of current interventions.

DO NOT list Rule Out (R/O) diagnoses. If a certain diagnostic entity is suspected but not yet clearly ascertained, include discussion or plans for clarifying or following-up either in formulation or recommendation section. If using NOS [not otherwise specified] delineate what features of diagnosis are lacking.

Educational Implications and Intervention Recommendations

List recommendations in the order of biological, psychological, social and/or cultural areas of treatment/management interventions.

For school, services, follow-up assessments, transition planning, recommended follow-up clarifications.

Sources of Additional Information – Most Recent Emotional/Behavioral Reports: (attach reports)

- Admission & Discharge summaries
- Intervention summaries including provider monthly summaries
- Consultations including pediatric medication assessments

Provider Information

Signature

Name and degree(s) of the evaluator including the position and name of institution/organization of the evaluator is affiliated (if indicated and appropriate).

**DEPARTMENT OF EDUCATION
SCHOOL BASED BEHAVIORAL HEALTH SERVICES
FY _____ FINAL REPORT**

AGENCY: _____

CONTRACT NO: _____

Overview of Delivery of Services:

- Student population served (ie: age range)
- Student population identification (ie: race, geographic areas)
- How was student referred to agency
- Types of services delivered by the agency
- Average length of stay, duration of services

Unique Qualities of Program:

- Distinguishing characteristics of program that sets it apart from similar programs administered by other agency providers
- How was agency able to integrate services with schools, agencies, and other contracted providers

Areas Needing Improvement:

Barriers to Providing Services:

Quality Management Activities:

- Describe quality management activities during the FYXX-XX and its compatibility with District QAP plans
- The goals for FYXX-XX
- Measurable objectives which include:
 - Parent, student and school satisfaction with the services as was delivered
 - Student progress and service outcome measures related to overall academic achievement and behavioral successes
 - Timeliness of services, including:
 - Percentage of assessments completed and submitted within the 60 day timelines as established under IDEA;
 - Percentage of monthly/quarterly student service plans and progress summary reports and progress notes submitted during the required timelines as established under the contract terms; and
 - Time from authorization of service to initiation of service.

Staff Summary and Types of Services Provided:

- List of employees and subcontractors employed during FY, including their credentials and types of service each provided

- List of all new employees (hired after 07/01/XX) and volunteers showing status and completion date of mandatory background checks
- Student to Staff Ratio
- Recruitment efforts and results
- Pay scale in relation to market value
- Retention problems, issues

Staff Training:

- List of staff trainings and workshops during FY
- Number of hours employees or subcontractors spent in training

Evaluation of Staff and Subcontractors:

- Evaluation schedule, frequency
- Evaluation methodology/criteria
- Personnel involved in the evaluation process

Future Plan of Action for Next Fiscal Year:

- Anticipated personnel changes
- Proposed student to staff ratio for upcoming year
- Program improvements
- Accreditation plans
- Submit updated (most recent) agency annual report
- Submit updated (most recent) agency financial audit, if applicable
- Disclose any pending litigation to which they are a party, including disclosure of any judgments, if applicable

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.

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