

Department of Health  
Family Health Services Division  
Children with Special Health Needs Branch  
Early Intervention Section (EIS)

## **Request for Proposals**

**RFP No. HTH 560-CG-FFS-12**  
**RFP Title: Professional Services for**  
**Infant and Toddler Development**

Date Issued: May 16, 2011

Proposal Submittal Deadline: June 16, 2011  
Orientation Session: May 25, 2011; Time: 9:30-11:00 A.M.  
Place of Orientation: Early Intervention Section  
1350 S. King Street, Suite 200  
Honolulu, Hawaii 96814

Note: If this RFP was downloaded from the State Procurement Office RFP Website each applicant must provide contact information to the RFP contact person for this RFP to be notified of any changes. For your convenience, an RFP Interest form may be downloaded to your computer, completed and e-mailed or mailed to the RFP contact person. The State shall not be responsible for any missing addenda, attachments or other information regarding the RFP if a proposal is submitted from an incomplete RFP.

Date RFP issued: May 16, 2011

## **REQUEST FOR PROPOSALS**

**RFP Title: Professional Services for Infant and Toddler Development**

**RFP No. HTH 560-CG-FFS-12**

### **NOTICE**

The Department of Health, Family Health Services Division, Children with Special Health Needs Branch, Early Intervention Section (EIS) is requesting proposals from qualified applicants to provide infant and toddler developmental services to children under the age of three (3) with special needs and their families on a fee-for-service basis. Refer to section 3, II. A., page 3-2 for a list of services.

#### **SUBMITTAL DEADLINE**

All proposals mailed by the United States Postal Service (USPS) shall be postmarked by June 16, 2011, to the mail-in address and received no later than ten days from the submittal deadline. Hand delivered proposals shall be received no later than June 16, 2011, 4:30 P.M. Hawaii Standard Time (HST) at the drop-off site. **An original and two (2) copies of each proposal are required to be submitted.**

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

#### **MAIL-INS:**

Department of Health  
Early Intervention Section  
1350 South King Street, Suite 200  
Honolulu, Hawaii 96814  
Attention: Owen Tamanaha

#### **HAND DELIVERIES (DROP-OFF SITES):**

Department of Health  
Early Intervention Section  
1350 South King Street, Suite 200  
Honolulu, Hawaii 96814

**Applicants are strongly encouraged to participate in the Orientation Meeting on May 25, 2011. (See Section 1, page 1-1, Procurement Timetable)**

#### **INQUIRIES**

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

Owen Tamanaha

Early Intervention Section

1350 South King Street, Suite 200

Honolulu, HI 96814

Phone: (808) 594-0025

e-mail: [owen.tamanaha@doh.hawaii.gov](mailto:owen.tamanaha@doh.hawaii.gov)

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# Section 1

## Administrative Overview

### I. Procurement Timetable

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

Activity	Scheduled Date
Public notice announcing RFP	May 16, 2011
RFP orientation session	May 25, 2011
Due date for written questions	May 27, 2011
State purchasing agency's response to written questions	May 31, 2011
Proposal submittal deadline	June 16, 2011
Proposal evaluation period	June, 2011
Final revised proposals (optional)	June 27, 2011
Provider selection	July, 2011
Notice of statement of findings and decision	July, 2011
Contract start date	October 1, 2011 or STATE's Notice to Proceed

## II. Websites Referenced in this RFP

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

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

### Non-SPO Websites

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

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

## III. The Procurement Process

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

**RFP Organization.** This RFP is organized into 5 sections:

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

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

**Section 3, Proposal Application** - Instructions for completing the proposal application, proposal application documents for submission.

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

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

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

<i>Date and time:</i>	<b>May 25, 2011</b>	9:30-11:00 A.M. HST
<i>Location:</i>	Early Intervention Section 1350 S. King St., Suite 200 Honolulu, HI	

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

*Deadline for submission of questions:* May 27, 2011, 4:30 P.M., HST

**Discussions with Applicants.** Discussions may be conducted with potential applicants to promote understanding of the purchasing agency's requirements prior to the submittal deadline. Discussions may also be conducted with applicants whose proposals are determined to be reasonably susceptible of being selected for award, but proposals may be accepted without discussions, in accordance section 3-143-403, HAR.

**Multiple or Alternate Proposals** - Multiple/alternate proposals are not applicable to this RFP.

**Confidential Information** – If an applicant believes any portion of a proposal contains information that should be withheld as confidential, the applicant shall request in writing nondisclosure of designated proprietary data to be confidential and provide justification to support confidentiality. Such data shall accompany the proposal, be clearly marked, and shall be readily separable from the proposal to facilitate eventual public inspection of the non-confidential sections of the proposal. Note that price is not considered confidential and will not be withheld.

**Confidentiality of Personal Information.** Act 10 relating to personal information was enacted in the 2008 special legislative session. As a result, the Attorney General's General Conditions of Form AG Form 103F, *Confidentiality of Personal Information*, has been amended to include Section 8 regarding protection of the use and disclosure of personal information administered by the agencies and given to third parties.

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

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

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

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

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

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

**Provider Participation in Planning.** Provider participation in a state purchasing agency's efforts to plan for or to purchase health and human services prior to the release of a request for proposals, shall not disqualify providers from submitting proposals if conducted in accordance with sections 3-142-202, 3-142-203, HAR.

**Rejection of Proposals.** A proposal offering a set of terms and conditions contradictory to those included in this RFP may be rejected. A proposal may be rejected for any of the following reasons: 1) Failure to cooperate or deal in good faith (Section 3-141-201, HAR); 2) Inadequate accounting system (Section 3-141-202, HAR), 3) Late proposals (Section 3-143-603, HAR); 4) Inadequate response to request for proposals (Section 3-143-609, HAR); 5) Proposal not responsive (Section 3-143-610(a)(1), HAR), 6) Applicant not responsible (Section 3-143-610(a)(2), HAR).

**Notice of Award.** A statement of findings and decision shall be provided to all applicants by mail upon completion of the evaluation of competitive purchase of service proposals. Any agreement arising out of this solicitation is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order or other directive.

No work is to be undertaken by the awardee prior to the contract commencement date. The State of Hawaii is not liable for any costs incurred prior to the official starting date.

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

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

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

<b>Head of State Purchasing Agency</b>	<b>Procurement Officer</b>
Name: Loretta J. Fuddy, A.C.S.W., M.P.H.	Name: Owen Tamanaha
Title: Director of Health	Title: Public Health Administrative Officer
Mailing Address: P.O. Box 3378 Honolulu, HI 96801-3378	Mailing Address: 1350 S. King Street, Suite 200, Honolulu, HI 96814
Business Address: 1250 Punchbowl Street Honolulu, HI 96813	Business Address: 1350 S. King Street, Suite 200, Honolulu, HI 96814

**Availability of Funds.** The award of a contract and any allowed renewal or extension thereof, is subject to allotments made by the Director of Finance, State of Hawaii, pursuant to Chapter 37, HRS, and subject to the availability of State and/or Federal funds.

#### **IV. Requirements for Awardees**

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

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

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

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

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

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

## Section 2

# Service Specifications

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

The Early Intervention Section (EIS), Children with Special Health Needs, Family Health Services Division is soliciting applications for the purpose of providing family centered, community based evaluation, treatment, and consultation services for infants and toddlers, birth to age three (3), with special needs, and their families. Services include audiology, deaf education, intensive behavioral support (i.e., to address both autism related behaviors and challenging behaviors unrelated to autism), and psychological evaluation and consultation.

### II. Planning Activities

Services to be provided are based on criteria outlined in P.L. 108-446, known as the Individuals with Disabilities Education Act (IDEA), Part C, and the Hawaii Early Intervention State Plan. These documents may be referenced at [www.hawaii.gov/health/family-child-health/eis](http://www.hawaii.gov/health/family-child-health/eis). No input was received as a result of the request for information (RFI) posted February 17, 2011. A second RFI was posted on April 28, 2011. Two (2) responses were received notifying of the intent to submit proposals.

### III. Demographics and Funding

Target population to be served:

Infants and toddlers under age three (3) with special needs, and their families.

Geographic coverage of service:

Statewide. Applicants may apply to provide, on an as-needed basis, services authorized by the Early Intervention Section to one or more of the area(s) listed below. The programs within each geographic area are also listed below. *Applicants shall indicate the island and area(s) for which they are applying to serve under #3., Proposal Information, Geographic area(s) on their Proposal Application Identification Form (SPO-H-200).*

1. Geographic coverage of service

<b>Island</b>	<b>Area</b>	<b>Program(s)</b>
<b>Oahu</b>	<b>Leeward</b>	Easter Seals Kapolei PCDC Waianae PCDC Waipahu Leeward ECSP KMC Central KMC EIP
	<b>North</b>	PCDC Wahiawa
	<b>Windward</b>	Easter Seals Kailua Windward ECSP
	<b>Honolulu/East Honolulu</b>	Lanakila ECSP UCP Easter Seals Sultan Easter Seals East Sultan
<b>Hawaii</b>	<b>Hilo</b>	Hilo – Easter Seals
	<b>Kohala/Hamakua</b>	Family Support Services of West Hawaii – North Hawaii
	<b>Kona</b>	Family Support Services of West Hawaii - Kona
	<b>Kau</b>	Family Support Services of West Hawaii - Kau
<b>Maui/Lanai</b>	<b>Island-wide</b>	Imua Family Services
<b>Molokai</b>	<b>Island-wide</b>	Molokai Ohana Health Care
<b>Kauai</b>	<b>Island-wide</b>	Kauai - Easter Seals

**Note:** The purchasing agency shall determine mileage to serve the child in his/her home or community-based location, which will be based on the program(s) physical location in the geographic area to be served. Authorized mileage shall be from the requesting program’s location to the child’s location. Refer to Attachment B, Fee-For-Service Policies and Procedures for more details.

Probable funding amounts, source, and period of availability: Contingent upon the availability of State, Federal, and Special Funds each fiscal year.

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

Criteria for multiple award: multiple awards may be awarded within geographic areas and types of services.

**Term of Contract(s)**

Initial term:	<u>October 1, 2011 up to, and including, June 30, 2014.</u>
Length of each extension:	<u>Three (3) years</u>
Number of possible extensions	<u>One (1)</u>
Maximum length of contract:	<u>Five (5) years nine (9) months</u>

**Contract extensions must be in writing and executed prior to contract expiration.**

**IV. Service Activities**

Minimum and/or mandatory tasks and responsibilities are as follows:

1. Provide family-centered, community based, and discipline-specific evaluation, direct services and consultation services based on the individual needs of each child with special needs under age three (3) who have been authorized by the STATE's Early Intervention Section to receive services.
2. Provide discipline-specific consultation or information to the STATE's program staff and its contracted service providers as requested by the STATE.
3. Participate in Individual Family Support Plan (IFSP) meetings and other meetings concerning the child's progress as requested by the child's family, STATE's program staff or its contracted service providers.
4. Provide consultation, training and assistance to family members to increase the family's ability to support their child's development.
5. Collaborate with the child's care coordinator on a regular basis, and with the EIS behavioral support service staff when applicable, regarding issues related to the provision of services, the child's progress, and/or family status.
6. Submit a written evaluation report to the STATE's or contracted service provider's care coordinator, and the family, as required by the STATE, within two (2) weeks following the evaluation. Reports shall include a summary of the child's development and developmental needs.
7. Submit a written quarterly child progress reports relative to the Individual Family Support Plan (IFSP) outcomes and objectives and the need for further service provision. The quarterly reports shall be submitted to the child's care coordinator two (2) weeks prior to the end of each authorized calendar quarter and shall follow the format prescribed by the STATE. See Attachment B, Fee-For-Service Policies and Procedures for the quarterly report form.
8. Submit an individual service/attendance log monthly for each child served to the child's care coordinator within one (1) week after the end of each month. See

Attachment B, Fee-For-Service Policies and Procedures for the service/attendance log form.

9. Submit a Personnel List. See Attachment B, Fee-for-Service Policies and Procedures for the Personnel List form. This list shall be updated and submitted whenever there is a change in personnel **and** shall include **only** staff and subcontracted staff identified to provide early intervention services.

## V. Qualifications

### 1. Experience

#### A. The Applicant shall:

- i. Demonstrate that they possess the necessary skills, abilities, knowledge of, and experience relating to the delivery of the proposed service(s) to young children with special needs and their families as indicated in Section 3, Proposal Application. For IBS services please refer to Attachment C, Intensive Behavioral Support Credentialing and Supervision Guidelines.
- ii. Demonstrate the capability to collaborate and coordinate services with other agencies and resources in the community identified in the child and family's IFSP.
- iii. Provide evidence of knowledge and understanding of IDEA, Part C requirements in the delivery of proposed service. If the Applicant and those staff or subcontracted staff who will be serving the Part C children and families have not completed the Part C Orientation Training, they shall complete the required training prior to the initiation of services. If the Part C Orientation Training is not scheduled prior to the initiation of services, then they shall attend the first scheduled Part C Orientation Training. The Applicant is responsible for all applicable expenses. Exceptions must be approved by the EIS Section Supervisor.

#### ***Requirements for the Proposal Application***

B. The Applicant shall provide a narrative description of experience/projects/contracts pertinent to the proposed service(s). The Applicant shall include points of contact, addresses, e-mail and phone numbers of references. The State reserves the right to contact references to verify experience in the following areas:

- i. Provision of direct services to infants and toddlers under age three (3) with special needs;
- ii. Participation in IFSP meetings;
- iii. Collaboration with other providers on a child's/family's service team;
- iv. Evidence of knowledge of IDEA Part C (e.g., list of past Part C trainings attended, etc.);

- v. Identification of the child's strengths and needs and any other related family concerns;
- vi. Completion of timely evaluation reports and quarterly progress reports; and
- vii. Availability at various settings, days, and times.

## 2. Organization

- A. The Applicant shall provide evidence that:
  - i. They are registered with the Department of Commerce and Consumer Affairs (DCCA), Business Registration; and
  - ii. They meet the necessary insurance requirements for this RFP.

### ***Requirements for the Proposal Application***

- B. The Applicant's proposal shall include the following documentation (see Attachment D, Guidelines for Name, Certificate of Insurance, Tax Clearance Certificate, and Notary, for details):
  - i. Current Certificate of Good Standing from the Department of Commerce and Consumer Affairs, Business Registration. This **DOES NOT** apply to sole proprietors.
  - ii. Current Tax Clearance Certificate (TCC) from the Department of Taxation.
  - iii. Current Certificate of Liability (COI) and Auto Insurance. The Applicant shall obtain and keep in force, from a company authorized by law to issue insurance in the State of Hawaii, a minimum of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate of general liability insurance AND \$1,000,000.00 per accident in automobile insurance. The State purchasing agency may allow for professional liability insurance or other types of insurance coverage, such as an umbrella policy which totals \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.

***NOTE: If the Applicant is registered with Hawaii Compliance Express and their current status is "Compliant", the Applicant may submit a certificate of compliance in lieu of items 2.A.i. and 2.A.ii. above. The Applicant may be asked to submit updated documents prior to contract execution if awarded.***

## 3. Personnel

- A. The Applicant shall provide evidence that, where applicable, the Applicant possesses the appropriate licensing/certification to provide the services listed in this RFP.

### ***Requirements for the Proposal Application***

- B. The Applicant's proposal shall include the following:

- i. Copies of resumes and and pertinent/applicable licensing and certification for all staff and subcontractors who will be providing early intervention services.
  - In addition, if the Applicant is submitting a proposal for IBS services, the Applicant shall submit a statement of attestation that those staff and subcontractors who will be providing IBS services meet the requirements set forth in Attachment C, Intensive Behavioral Support Credentialing and Supervision Guidelines. This statement of attestation shall be signed by an authorized representative of the Applicant.
- ii. The Applicant shall submit a Personnel List. The Applicant shall identify on this list all staff and subcontractors who will be providing early intervention services if awarded. See Attachment B, Fee-For-Service Policies and Procedures, for the form and format.

***Evaluation Criteria for Qualifications (100 ) Enter total points for Qualifications***

**Experience**

- Applicant has demonstrated the possession of the necessary skills, abilities, knowledge of, and experience relating to the delivery of the proposed service(s) to young children with special needs and their families **(15)**
- Applicant has demonstrated the capability to collaborate and coordinate services with other agencies and resources in the community identified in the child and family's IFSP **(15)**
- Applicant has provided evidence of knowledge and understanding of IDEA, Part C requirements in the delivery of proposed service **(15)**

**Organization**

Applicant has submitted:

- current Certificate of Good Standing from the Department of Commerce and Consumer Affairs, Business Registration **(10)**
- current Tax Clearance Certificate (TCC) from the Department of Taxation **(10)**
- current Certificate of Liability (COI) and Auto Insurance **(10)**

**Personnel**

Applicant has submitted:

- resumes and pertinent licensure/certification for all staff and subcontracted staff who will be providing early intervention services **(10)**
- the Personnel List **(15)**

**VI. Pricing Structure**

1. **All pricing shall be negotiable.** The Applicant shall include an hourly direct service rate for each service it proposes to deliver and a mileage rate and **shall include sufficient justification for the proposed rates.** Approved mileage shall be from the

- requesting program's location to the child's location - see Attachment B, Fee-for-Service Policy and Procedures. The STATE **will not** pay a travel rate.
2. Fees for Audiological services are set pursuant to the Children with Special Health Needs Branch audiological fee schedule.

***Requirements for the Proposal Application***

3. The Applicant shall include, with justification, a rate for the following:
  - A. Direct service - rate/hour (identify the proposed direct service
  - B. Mileage - rate/mile

***Evaluation Criteria for Pricing ( 100 )***

- Direct service rate is reasonable and justification is provided (75)
- Mileage rate is reasonable and justification is provided (25)

## **VII. Other**

### **Litigation**

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

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

## **VIII. Reporting Requirements for Program and Fiscal Data**

The Applicant shall submit the following:

1. Service Activity Log
2. Quarterly Report
3. Monthly invoices

See Attachment B, Fee-For-Service Policies and Procedures, for the forms, format, and frequency.

## **IX. Monitoring and Evaluation**

The criteria by which the performance of the contract will be monitored and evaluated shall include, but not be limited to, the following:

1. Review of the Service Activity Log
2. Review of the Quarterly Reports
3. Comparison of invoices with Service Activity Log
4. Feedback from parents/program staff/EIS staff on quality of services

## Section 3 Proposal Application

### I. Instructions for Completing the Proposal Application

- *Proposal Applications shall be submitted to the state purchasing agency using the prescribed format outlined in this section and section 2.*
- *A written response is required for **each** item unless indicated otherwise. Failure to answer any of the items will impact upon an applicant's score.*
- *Applicants are **strongly** encouraged to review evaluation criteria when completing the proposal.*

### II. Submission of Proposal Application Documents

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

- *Proposal Application Identification Form (SPO-H-200)* Identifies the proposal application.
- *Table of Contents*- Include a listing of all documents included in the application.
- *Proposal Application Short-Form 1 (SPO-H 250)*
  - Qualifications
  - Pricing
  - Other – Litigation
- *Attachments*
  - Certificate of Good Standing (DCCA)
  - Tax Clearance Certificate
  - Certificate of Insurance (COI)
  - Auto Insurance policy (declaration page and limits)
  - Resumes and copies of pertinent licensure/certification
  - Personnel List

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

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

## Proposal Application Short Form 1

### I. Qualifications

#### Experience

#### Organization

Include attachments - no narrative required

#### Personnel

Include attachments - no narrative required

### II. Service Delivery

#### A. Services

The Applicant shall indicate service activities for which they are applying based upon area of interest, education and experience. Services requested:

- Audiology
- Deaf Education
- Intensive Behavioral Support
- Psychological evaluation and consultation

#### B. Methods of Service Delivery

The Applicant shall check off applicable method(s) of service delivery as follows:

- Individual
- Group
- Other (please list) \_\_\_\_\_

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

**C. Settings**

The Applicant shall check off the setting(s) in which the Applicant is willing to provide services:

- Home
- Community preschool
- Community daycare (e.g., babysitter's home)
- Other community locations (e.g., park, Head Start Program, etc.)
- Program for children with developmental delays
- Applicant's office (provide justification)
- Other (please list) \_\_\_\_\_

**D. Availability – Days and Times**

The Applicant shall indicate availability by placing a check mark in the appropriate time slots:

	Daytime (8:00 a.m. to 4:30 p.m.)	Evenings (4:30 p.m. to 7:30 p.m.)
Monday		
Tuesday		
Wednesday		
Thursday		
Friday		
Saturday		
Sunday		

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

**E. Geographic Locations**

The Applicant shall indicate the geographic area they wish to serve by placing a check mark in the appropriate Island/Area slots:

<b>Island</b>	<b>Area</b>	<b>Program(s)</b>	<b>Place check mark</b>
<b>Oahu</b>	<b>Leeward</b>	Easter Seals Kapolei PCDC Waianae PCDC Waipahu Leeward ECSP KMC Central KMC EIP	
	<b>North</b>	PCDC Wahiawa	
	<b>Windward</b>	Easter Seals Kailua Windward ECSP	
	<b>Honolulu/East Honolulu</b>	Lanakila ECSP UCP Easter Seals Sultan Easter Seals East Sultan	
<b>Hawaii</b>	<b>Hilo</b>	Hilo – Easter Seals	
	<b>Kohala/Hamakua</b>	Family Support Services of West Hawaii – North Hawaii	
	<b>Kona</b>	Family Support Services of West Hawaii - Kona	
	<b>Kau</b>	Family Support Services of West Hawaii - Kau	
<b>Maui/Lanai</b>	<b>Island-wide</b>	Imua Family Services	
<b>Molokai</b>	<b>Island-wide</b>	Molokai Ohana Health Care	
<b>Kauai</b>	<b>Island-wide</b>	Kauai - Easter Seals	

**III. Pricing**

The Applicant shall provide a proposed rate for the following and include a justification for the rates:

- A. Direct service - rate/hour (identify the specific service/activity)
- B. Mileage - rate/mile

**IV. Other**

Litigation

## **Section 4**

# **Proposal Evaluation**

### **Evaluation Process**

The evaluation of proposals received in response to the RFP will be conducted comprehensively, fairly and impartially. Structural, quantitative scoring techniques will be utilized to maximize the objectivity of the evaluation. The procurement officer or an evaluation committee of designated reviewers selected by the head of the state purchasing agency or procurement officer shall review and evaluate proposals. When an evaluation committee is utilized, the committee will be comprised of individuals with experience in, knowledge of, and program responsibility for program service and financing. Each applicant shall receive a notice of award/non-award, which shall contain a statement of findings and decision for the award or non-award of the contract to each applicant.

### **Evaluation Criteria**

On the next page is a sample of the evaluation sheet that will be used to evaluate proposal applications. Applicants will receive a report similar to the attached when upon completion of the evaluation process.

Evaluation of  
 RFP <RFP Number> <RFP Title>  
 Issued <Date RFP Issued>

**SAMPLE**

Applicant:  
 Proposal Application ID:

<i>Criterion</i>	<i>Total Possible Score</i>	<i>Score</i>
<b>Qualifications</b>	<b>100</b>	
<b><i>Experience</i></b>	45	
<ul style="list-style-type: none"> <li>• Demonstrated that they possess the necessary skills, abilities, knowledge of, and experience relating to the delivery of the proposed service(s) to young children with special needs and their families as indicated in Section 3, Proposal Application.</li> </ul>	15	
<ul style="list-style-type: none"> <li>• Demonstrated capability to collaborate and coordinate services with other agencies and resources in the community identified in the child and family's IFSP.</li> </ul>	15	
<ul style="list-style-type: none"> <li>• Provided evidence of knowledge and understanding of IDEA, Part C requirements in the delivery of proposed service.</li> </ul>	15	
<b>Comments:</b>		
<b><i>Organization</i></b>	30	
<ul style="list-style-type: none"> <li>• Provided current Certificate of Good Standing from the Department of Commerce and Consumer Affairs, Business Registration</li> </ul>	10	
<ul style="list-style-type: none"> <li>• Provided current Tax Clearance Certificate (TCC) from the Department of Taxation</li> </ul>	10	
<ul style="list-style-type: none"> <li>• Provided current Certificate of Liability (COI) and Auto Insurance</li> </ul>	10	
<b>Comments:</b>		
<b><i>Personnel</i></b>	25	
<ul style="list-style-type: none"> <li>• Applicant has submitted resumes and pertinent licensure/certification for all staff and subcontracted staff who will be providing early intervention services.</li> </ul>	10	

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

• Applicant has submitted the Personnel List.	15	
<b>Comments:</b>		
<b>Pricing</b>	<b>100</b>	
• Direct service – rate/hour	75	
• Mileage – rate/mile	25	
<b>Comments:</b>		
<b>TOTAL:</b>		<b>200</b>

## **Section 5**

### **Attachments**

- A.** General Conditions
- B.** Fee-For-Service Policies and Procedures
- C.** Intensive Behavioral Support Credentialing and Supervision Guidelines
- D.** Guidelines for Certificate of Insurance, Tax Clearance Certificate, and Notary

# **Attachment A**

## **General Conditions**

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**GENERAL CONDITIONS FOR HEALTH & HUMAN SERVICES CONTRACTS**

**1. Representations and Conditions Precedent**

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

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

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

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

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

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

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

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

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

- 1.3.3 Persons with Disabilities. The PROVIDER shall implement and maintain all practices, policies, and procedures required by federal, state, or county law, including but not limited to the Americans with Disabilities Act (42 U.S.C. §12101, et seq.), and the Rehabilitation Act (29 U.S.C. §701, et seq.).
- 1.3.4 Nondiscrimination. No person performing work under this Contract, including any subcontractor, employee, or agent of the PROVIDER, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.
- 1.4 Insurance Requirements. The PROVIDER shall obtain from a company authorized by law to issue such insurance in the State of Hawai'i commercial general liability insurance ("liability insurance") in an amount of at least TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) coverage for bodily injury and property damage resulting from the PROVIDER's performance under this Contract. The PROVIDER shall maintain in effect this liability insurance until the STATE certifies that the PROVIDER's work under the Contract has been completed satisfactorily.

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

A certificate of the liability insurance shall be given to the STATE by the PROVIDER. The certificate shall provide that the STATE and its officers and employees are Additional Insureds. The certificate shall provide that the coverages being certified will not be cancelled or materially changed without giving the STATE at least 30 days prior written notice by registered mail.

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

Nothing in the insurance requirements of this Contract shall be construed as limiting the extent of PROVIDER's responsibility for payment of damages resulting from its operations under this Contract, including the PROVIDER's separate and independent duty to defend, indemnify, and hold the STATE and its officers and employees harmless pursuant to other provisions of this Contract.
- 1.5 Notice to Clients. Provided that the term of this Contract is at least one year in duration, within 180 days after the effective date of this Contract, the PROVIDER shall create written procedures for the orderly termination of services to any clients receiving the Required Services under this Contract, and for the transition to services supplied by another provider upon termination of this Contract, regardless of the circumstances of such termination. These procedures shall include, at

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

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

## 2. Documents and Files

### 2.1 Confidentiality of Material.

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

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

### **3. Relationship between Parties**

3.1 Coordination of Services by the STATE. The STATE shall coordinate the services to be provided by the PROVIDER in order to complete the performance required in the Contract. The PROVIDER shall maintain communications with the STATE at all stages of the PROVIDER's work, and submit to the STATE for resolution any questions which may arise as to the performance of this Contract.

3.2 Subcontracts and Assignments. The PROVIDER may assign or subcontract any of the PROVIDER's duties, obligations, or interests under this Contract, but only if (i) the PROVIDER obtains the prior written consent of the STATE and (ii) the PROVIDER's assignee or subcontractor submits to the STATE a tax clearance certificate from the Director of Taxation, State of Hawai'i, and the Internal Revenue Service showing that all delinquent taxes, if any, levied or accrued under state law against the PROVIDER's assignee or subcontractor have been paid. Additionally, no assignment by the PROVIDER of the PROVIDER's right to compensation under this Contract shall be effective unless and until the assignment is approved by the Comptroller of the State of Hawai'i, as provided in section 40-58, HRS.

3.3 Change of Name. When the PROVIDER asks to change the name in which it holds this Contract, the STATE, shall, upon receipt of a document acceptable or satisfactory to the STATE indicating such change of name such as an amendment to the PROVIDER's articles of incorporation, enter into an amendment to this Contract with the PROVIDER to effect the change of name. Such amendment to this Contract changing the PROVIDER's name shall specifically indicate that no other terms and conditions of this Contract are thereby changed, unless the change of name amendment is incorporated with a modification or amendment to the Contract under paragraph 4.1 of these General Conditions.

#### **3.4 Independent Contractor Status and Responsibilities, Including Tax Responsibilities.**

3.4.1 Independent Contractor. In the performance of services required under this Contract, the PROVIDER is an "independent contractor," with the authority and responsibility to control and direct the performance and details of the work and services required under this Contract; however, the STATE shall have a general right to inspect work in progress to determine whether, in the STATE's opinion, the services are being performed by the PROVIDER in compliance with this Contract.

3.4.2 Contracts with Other Individuals and Entities. Unless otherwise provided by special condition, the STATE shall be free to contract with other individuals and entities to provide services similar to those performed by the Provider under this Contract, and the

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

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

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

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

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

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

### 3.5 Personnel Requirements.

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

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

## 4. Modification and Termination of Contract

### 4.1 Modification of Contract.

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

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

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

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

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

## 5. Indemnification

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

## 6. Publicity

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

## 7. Miscellaneous Provisions

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

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

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

## **8. Confidentiality of Personal Information**

### 8.1 Definitions.

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

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

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

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

## 8.2 Confidentiality of Material.

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

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

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

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

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

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

## 8.3 Security Awareness Training and Confidentiality Agreements.

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

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

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

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

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

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

8.5 Records Retention.

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

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



# **Attachment B**

## **Fee-For-Service Policies and Procedures**

# Fee-For-Service Policies and Procedures

December 27, 2010

## Subcontracting, Service Authorization, Service Attendance Log, and Invoicing Guidelines and Procedures

### 1. Subcontracting

A written request which includes the subcontractor's qualifications and, if applicable, certification/license, must be submitted to, and approval granted by, the DOH prior to utilizing a subcontractor. All requests shall be submitted through the Public Health Administrative Officer (PHAO) EIS.

### 2. Service Authorization Process

Early intervention services are authorized via an Authorization for Service (AFS) form – refer to form **EI-6a**. The child's care coordinator initiates the AFS when **early intervention staff** is unable to provide a specific service. Once the EIS office approves the AFS, it is returned to the care coordinator who then forwards the signed AFS to you. Please **make sure the child's care coordinator provides you with a current, authorized AFS form (hard copy) prior to providing any services**. Do NOT provide services until you have received an approved AFS. EIS will NOT pay for any unauthorized services. Late AFS's will NOT be back-dated.

AFS's are approved on a quarterly basis (e.g., July – Sept, Oct – Dec) for all on-going services unless the child turns age three mid-quarter. In that case, the authorization period ends the day before the child turns age three.

Ensure that the frequency and/or intensity (hours) with regard to the service(s) provided **DOES NOT** exceed what is on the AFS. For example, if the AFS says 4x/month @ 45 minutes per session, and there are 5 weeks in the month, the service can only be provided 4 times during that month and for 45 minutes each session. If the service is to be weekly, it must state that on the AFS. The invoice shall be returned if the items on the invoice do not match what is on the AFS. **Consult with the care coordinator if you feel that revisions are necessary or if anything is unclear**. Revisions must be made **PRIOR** to providing the service.

### 3. Service/Attendance Log

**Individual** child service/attendance logs must be signed by the child's family/caregiver at the time that any authorized early intervention service is provided – refer to form **EI-6b**. A copy of the child's log must be sent to the child's care coordinator within one (1) week following the end of the previous month; originals are to be retained in the provider's files/records to support submitted invoices in the event of an audit. Re-authorization of

the AFS is dependent on the receipt of the Service/Attendance Log. The only exceptions that do not need to complete logs are for:

- a. One-time evaluations or assessments;
- b. Hearing aid related activities (e.g., ear mold fitting); or
- c. Transportation providers.

#### 4. **Invoicing Procedures**

Use the attached template and print on your letterhead. **Original signatures** are required on all invoices. **DO NOT SUBMIT PHOTOCOPIES.**

**NO EXCEPTIONS.** *Invoices that do not include the required information, or that are not in the prescribed format, will be considered incomplete and will be returned to the Provider.*

Please refer to **SAMPLE INVOICE, page 1 and notes.** Again, ensure that the frequency and/or intensity (hours) with regard to the service(s) provided and invoiced **DOES NOT** exceed what is on the AFS.

EIS does **not** pay for any “No Show”. Please notify the child’s care coordinator immediately if an appointment is missed so that the situation can be addressed with the family/caregiver.

**Please refer to the item on the AFS form entitled “Provider To Bill” for the following:**

Per your contract, you are *required to access, with family consent, private insurance whenever possible since the EIS is the payer of last resort.*

For children covered by one of the Quest plans, bill EIS directly for the service(s). EIS will then bill Medicaid and be reimbursed, at the Medicaid rate, for allowable services. You will not be required to bill Medicaid directly. The only exception when you must bill Medicaid directly is for **hearing aid related services; the following shall apply, effective December 1, 2010:**

- a. **If the family has given consent to access their Quest plan, you will not receive an AFS and you are required to bill Medicaid directly.**
- b. **If the family has not given consent to access their Quest plan, an approved AFS is required prior to rendering services and you shall bill EIS.**

#### 5. **Invoicing for Mileage**

**If** your contract allows mileage, you must submit a **separate invoice** with your monthly service invoice. Your mileage invoice must coincide with your service invoice and follow the same order as your invoice for services and adhere to the format designated by the State. Invoiced mileage **shall not** exceed the authorized mileage indicated on the AFS form - refer to **SAMPLE INVOICE, page 2 and notes.**

Again, **original signatures** are required on all invoices.

**6. Payment Procedure**

When an invoice is received at the EIS office, it is first matched with the approved AFS (based on the authorization number) to confirm the authorization; provider calculations are then checked. After data entry, the invoice is sent to the DOH’s Administrative Services Office (ASO) for approval, and then to the Department of Accounting and General Services (DAGS) for check cutting and mailing. The entire process usually takes 6-8 weeks. ***Errors or omission of any data, or in the wrong format, shall delay payment as the invoice will be returned to you for correction.***

Please mail the original invoice to: Early Intervention Section  
 1350 S. King Street, Suite 200  
 Honolulu, Hawaii 96814  
 Attention: Fee-For-Service Payments

**7. Personnel List (Certification/Licensure)**

All individuals who may be providing activities/services under your contract are required, when applicable, to have their professional license/certification to practice in Hawaii.

Please refer to the attached Personnel List. Please list all individuals providing activities/services (including yourself), regardless of whether they possess the required licenses/certifications, and their corresponding initials. Return completed form (signed and dated) to:

Early Intervention Section  
 1350 S. King Street, Suite 200  
 Honolulu, Hawaii 96814  
 Attention: Owen Tamanaha

When you have any personnel changes, you **shall** make the appropriate revisions, sign, date, and re-submit to the above address.

**8. Reports**

The Quarterly Report (refer to form **EI-6c**) for each child shall be submitted to the child’s care coordinator **prior to the end of the authorization period**. Please refer to the example below:

Authorization Period	Reporting Period	Report Due
October – December 2010	October – November 2010	December 15, 2010
January – March 2011	December 2010 – February 2011	March 15, 2011

The following types of services require submission of a Quarterly Report:

- a. Aural Rehabilitation
- b. Deaf Educator consultation/treatment
- c. Instructional Consultant and Skills Trainers (IBS services)
- d. Nutrition consultation/treatment
- e. Psychological consultation/treatment
- f. Therapeutic treatment/consultation (e.g., OT, PT, SLP, SPIN)
- g. Vision Services

If you have questions, please e-mail me at [owen.tamanaha@doh.hawaii.gov](mailto:owen.tamanaha@doh.hawaii.gov).



Department of Health Early Intervention  
1350 South King Street, #200 • Honolulu • HI • 96814

**AUTHORIZATION FOR SERVICES**

Please Type or Print

Child's Name: \_\_\_\_\_ Birthdate: \_\_\_\_\_ Sex:  F  M  
Last First MM/DD/YY

Condition/Diagnosis: \_\_\_\_\_ ICD-9: \_\_\_\_\_ H-KISS ID #: \_\_\_\_\_

Mileage from Program to Service Location: \_\_\_\_\_ (one way) Audiology Only: Screening Results: \_\_\_\_\_

Type of Service Needed: (Check only <u>one</u> service)		Frequency/Intensity:
<input type="checkbox"/> Audiology	<input type="checkbox"/> Psychology (IBS IC) *	Behavior Strategies: _____
<input type="checkbox"/> Nutrition	<input type="checkbox"/> Psychology (IBS ST) *	Consultation: _____
<input type="checkbox"/> Occupational Therapy	<input type="checkbox"/> Speech Language Pathology	Evaluation**:
<input type="checkbox"/> Physical Therapy	<input type="checkbox"/> Transportation	Hearing Aid Related: _____
<input type="checkbox"/> Psychology (NON IBS)	<input type="checkbox"/> Other: _____	Treatment: _____
*Name of EIS BSS Staff: _____		Meeting***: _____
**Evaluation Consent on file: <input type="checkbox"/> Yes <input type="checkbox"/> No		***Specify Meeting: _____

Service to be provided by: (Use FFS provider list)

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Address: \_\_\_\_\_

Attn. (therapist): \_\_\_\_\_

Consent to bill (check all that apply): Private Insurance/Other  Yes  No Medicaid/Quest  Yes  No

Provider to bill: (EIS TO COMPLETE)  Private Insurance/Other  EIS  Medicaid/Quest

Physician: \_\_\_\_\_ Insurance: \_\_\_\_\_

Care Coordinator	Phone	Program Name	Fax #	AFS Request Date
Date and Comments about services/changes in services and/or frequency/intensity: (include effective date)				Auth. Init.
_____				_____
_____				_____
_____				_____
_____				_____

	<u>Authorized Signature</u>	<u>Authorization #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>*Rep.</u>	<u>*Srv. Log</u>
Authorized:	_____	_____	_____	_____		
Re-authorized:	_____	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
Re-authorized:	_____	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
Re-authorized:	_____	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>

\*CC must check off that Quarterly Report AND Service Log have been received prior to Re-Authorization.



**SAMPLE INVOICE**

(Use Letterhead)

**INVOICE FOR SERVICES**

DATE: August 15, 2010

TO: Early Intervention Section  
1350 South King Street, Suite 200  
Honolulu, HI 96814  
Attn: AFS Payments

SERVICE: OT, PT, Speech/Language Pathology

RATE: \$ 45/Hr (rate per contract); \$ 11.25/Unit (1 Unit = 15 Minutes)

ISLAND: Oahu

SERVICE MONTH: July 2010

Name of Child	AFS No.	Date	Activity Provided	Location of Activity	Provider Initials	Units of Service		Total Cost Per Child
						Units	Unit Rate	
Kalani North	001200	7-2	PT Eval	H		8	\$ 11.25	\$ 90.00
"	002222	7-2	OT Tx	H		4	\$ 11.25	\$ 45.00
<b>Subtotal:</b>								<b>\$ 135.00</b>
Susan South	001112	7-2	PT Tx	H		4	\$ 11.25	\$ 45.00
"	001113	7-16	SLP Tx	H		4	\$ 11.25	\$ 45.00
"	001119	7-25	SLP IFSP Mtg	O		2	\$ 11.25	\$ 22.50
<b>Subtotal:</b>								<b>\$ 112.50</b>
Amy East	005678	7-2	PT Tx	H		4	\$ 11.25	\$ 45.00
<b>Subtotal:</b>								<b>\$ 45.00</b>
<b>Grand Total:</b>								<b>\$ 292.50</b>

I, the undersigned, am an authorized signatory for the above named provider and certify that this invoice is accurate, complete, and truthful to the best of my knowledge.

Original Signature \_\_\_\_\_ Date: \_\_\_\_\_

**Notes:** Refer to contract for rates and allowable charges.

1. If you are contracted for multiple service disciplines (e.g. OT, PT, SLP), please specify the discipline and activity rendered.

## SAMPLE INVOICE

2. Location of Activity – The table below lists the allowable codes:

Location of Activity	Code
Home	H
Community/Child care/Preschool	C
Other place of service (non natural, e.g. office, program)	O

3) Provider initials - the rendering provider's initials must be included on the invoice. Please refer to Personnel List.

**SAMPLE INVOICE**

(Use Letterhead)

**INVOICE FOR MILEAGE CHARGES**

DATE: August 15, 2010

TO: Early Intervention Section  
 1350 South King Street, Suite 200  
 Honolulu, HI 96814  
 Attention: AFS Payments

MILEAGE RATE: \$ 0.50 /Mile (rate per contract)

ISLAND: Oahu

SERVICE MONTH: July 2010

				Authorized Mileage			
Name of Child	AFS No.	Date	Activity	From (Program Name/Pre-vious Address)	To (Address)	Miles	Cost
Kalani North	001200	7-2	PT Eval	East Sultan	1234 Kapahulu	1.5	\$ 0.75
"	002222	7-2	OT Tx	East Sultan	1234 Kapahulu	1.5	\$ 0.75
"	002222	7-2	return	1234 Kapahulu	East Sultan	1.5	\$ 0.75
<b>Subtotal:</b>							<b>\$ 2.25</b>
Susan South	001112	7-2	PT Tx	Lanakila ECSP	444 Ala Mahamoe	4.0	\$ 2.00
"	001113	7-16	SLP Tx	Lanakila	444 Ala Mahamoe	4.0	\$ 2.00
"	001113	7-16	return	444 Ala Mahamoe	Lanakila	4.0	\$ 2.00
<b>Subtotal:</b>							<b>\$ 6.00</b>
Amy East	005678	7-2	PT Tx	444 Ala Mahamoe	1111 Likini	3.0	\$ 1.50
"	005678	7-2	return	1111 Likini	UCP	5.0	\$ 2.50
<b>Subtotal:</b>							<b>\$ 4.00</b>
<b>Total Mileage Cost:</b>							<b>\$ 12.25</b>

I, the undersigned, am an authorized signatory for the above named provider and certify that this invoice is accurate, complete, and truthful to the best of my knowledge.

Original Signature \_\_\_\_\_ Date: \_\_\_\_\_

## SAMPLE INVOICE

### Notes:

1. Provider is contracted for the Honolulu area.
2. On 7-2, provider (PT) has back-to-back appointments. Provider goes to 1<sup>st</sup> appt. at 1234 Kapahulu Ave (mileage from East Sultan), then to 2<sup>nd</sup> appt. at 444 Ala Mahamoe (mileage from Lanakila ECSP), then to 3<sup>rd</sup> appt. at 1111 Likini (mileage from 2<sup>nd</sup> appt. closer than from requesting program - UCP), and finally the return mileage at the end of the day. See Table 1 below for further edification on back-to-back appointments.
3. Authorized mileage shall be from the requesting program's location (refer to Mileage from Program to Service Location on AFS form) or last treatment location (whichever is the closest) to the next treatment location. After your last appt, you are allowed mileage back to the requesting program of your last appt.
4. If appointments are spread out during the day, and not back-to-back, or if there is only a single appointment, authorized mileage shall be from the requesting program's location to the next treatment location and the return back to requesting program prior to next appointment. For example, on 7-2, provider (**OT**) has only one appointment for the day so return mileage is listed.
5. If appointment is at the program, no mileage is authorized and therefore is not invoiced. For example, on 7-25, IFSP meeting was at the program so no mileage is reported.

**TABLE 1**  
**Schedule for 7-2-10**

Appt	Location	Authorized Mileage per AFS	Invoiced Mileage	Notes
1	1234 Kapahulu	1.5	1.5	From requesting program's location to treatment location
2	444 Ala Mahamoe	4.0	4.0	From requesting program's location to treatment location – closer than from <b><i>last treatment location</i></b>
3	1111 Likini	5.0	3.0	From last treatment location to next appt – closer than from <b><i>requesting program's location</i></b>
4	UCP	5.0	5.0	From last treatment location back to requesting program's location – <b><i>end of day</i></b>

# Department of Health Early Intervention

## FEE-FOR-SERVICE PROVIDER QUARTERLY PROGRESS REPORT

IFSP Date: \_\_\_\_\_ Reporting Period (Months/Year): \_\_\_\_\_

The reporting period is according to the AFS quarters (i.e., Authorization period Jan. - March, Reporting Period is Dec - Feb, Report due Mar 15<sup>th</sup>; Subsequent Reporting Periods: Mar - May; Jun - Aug; Sept - Nov). Submit completed Progress Report to the Care Coordinator two weeks after the end of the quarter. Authorization for the next quarter will not be submitted until the Progress Report has been received by the Care Coordinator.

Child's Name: \_\_\_\_\_ Birth Date: \_\_\_\_\_

Care Coordinator: \_\_\_\_\_ Program: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Service Provider: \_\_\_\_\_ Fax: \_\_\_\_\_

Agency/Program: \_\_\_\_\_ Phone: \_\_\_\_\_

NOTE:  CC has consent on file to send/receive via:  e-mail  fax  
 CC does not have consent to e-mail/fax on file, send response via mail to Agency/Program address listed above.

Summarize progress during this reporting period: (copy the 3 lines and paste it as many times as needed. When typing, hit enter at the end of the line, it doesn't automatically wrap)

IFSP Outcome: \_\_\_\_\_

Obj. #: \_\_\_\_\_ Objective: \_\_\_\_\_

Progress: \_\_\_\_\_

New issues and/or concerns: (e.g., attendance, change in family dynamics, illness)

## PERSONNEL LIST

ASO LOG No.: \_\_\_\_\_

Contractor: \_\_\_\_\_

The following is a list of those persons who will be rendering activities/services under the current contract with the State's Department of Health (DOH) Early Intervention Section (EIS).

Name	Discipline	Initials	License# / Certification#/ Registration#

I, the undersigned, certify this information to be accurate, complete, and truthful to the best of my knowledge.

Original Signature \_\_\_\_\_ Date: \_\_\_\_\_

**NOTES:**

Name:            Rendering provider's first and last name

Discipline:    OT – Occupational Therapist  
 PT – Physical Therapist  
 SLP – Speech Language Pathologist  
 Sped – Special Educator  
 Teacher  
 Psych – Psychologist  
 Nutr – Nutritionist  
 Vision – Vision Specialist  
 FT – Family Therapist  
 Oth – Other (please specify)

Initials:        **Please do not use duplicates**

License # / Certification:        List **State (DCCA)** license # / Certification # / Registration #

- If **State (DCCA)** licensure/certification/registration exists and provider is **not** licensed/certified/registered, designate with "**None**".
- If there is no State or national license/certification/registration for the discipline, designate with "**N/A**".

# **Attachment C**

## **Intensive Behavioral Support Credentialing and Supervision Guidelines**

## CREDENTIALING AND SUPERVISION GUIDELINES FOR PROVIDERS OF INTENSIVE BEHAVIORAL SUPPORT SERVICES

### **Instructional Consultant:**

The Instructional Consultant (IC) is responsible for writing the Behavior Strategies Guide (BSG) (i.e., behavior plan) and ensuring its proper implementation by the Skills Trainer (ST), family and other members of the Individualized Family Support Plan (IFSP) team.

**Experience:** Unless otherwise indicated, the IC must have direct or educational (e.g., practicum, student teaching, or similar hands-on) experience in the treatment of children (preferably ages one-to-five) with Autism Spectrum Disorders (ASD), or with significant impairments in communicating and relating, and/or social-emotional-behavioral functioning. The amount of experience required for each degree level is specified below. Exceptions can be considered on a case-by-case basis.

### **Licensure and credentialing requirements:**

A. ***Board Certified Behavior Analyst (BCBA)***: Requires no additional experience.

**OR**

B. ***Board Certified Assistant Behavior Analyst (BCaBA)***: Requires a minimum six (6) months' experience.

**OR**

C. Certification in the ***Developmental, Individualized and Relationship-based (DIR)*** Floortime model, A or C program level: Requires no additional experience.

**OR**

D. Licensed or unlicensed ***Doctoral degree*** or ***Doctoral Intern*** in psychology, psychiatric nursing, social work, marriage/family therapy, speech language pathology, occupational therapy, special education, or another related field: Requires a minimum one (1) year's *experience*.

**OR**

E. ***Doctoral student*** in psychology, psychiatric nursing, social work, marriage/family therapy, speech language pathology, occupational therapy, special education, or another related field. Third and fourth year students require a minimum 18 months' experience. First and second year students require two (2) years' experience.

**OR**

- F. Licensed or non-licensed *Master's degree* in psychology, social work, marriage/family therapy, speech language pathology, occupational therapy, special education, or a related field: Requires a minimum 18 months' experience.

**OR**

- G. *Master's Student* in psychology, social work, marriage/family therapy, speech language pathology, occupational therapy, special education, or a related field: Requires a minimum two (2) years' experience.

**OR**

- H. *Bachelor of Arts degree* in psychology, education, social work, nursing, behavioral sciences, or a related human services field: Requires a minimum three (3) years' experience.

Before being permitted to work independently, a BA level IC must engage in at least 10 hours of a combination of shadowing *and* being shadowed by an IC with early intervention (EI) experience.

**OR**

- I. *Other credentialing and background.* Individuals with other credentials and/or personal background or experience in the treatment of children with ASD, or with significant impairments in communicating and relating, and/or social-emotional-behavioral functioning may be considered for the role of IC on a case-by-case basis upon approval of the Early Intervention Section (EIS) Professional Support Services Unit Supervisor.

**AND**

**Training, supervision and support required for ICs:**

**Training:** Prior to beginning work with an EI child/family, the IC must successfully complete formal training through the provider (i.e., agency). The training is at the provider's expense and must include information that will prepare the IC to generate developmentally appropriate BSGs that link directly with a child's IFSP. This training must also prepare the IC with skills necessary to effectively supervise STs and work collaboratively with families and other professionals. The IC must also attend training provided by the EIS at the first available training session.

**Supervision and Support:** The provider must support the IC with supervision at the provider's own expense. Supervision must occur at least twice per month from another professional who is at the level of either a licensed or unlicensed doctoral degree in psychology, a MA, or a BCBA *and* who has at least as much direct experience as the individual being supervised. Individuals with a DIR and/or other degrees/certifications may perform in a supervisory role only on a case-by-case basis. Direct observation of the IC by the supervisor is not required.

The IC must have a way of receiving immediate supervision or support from the agency on an as needed basis for unexpected issues.

The IC will receive authorization from the EIS to provide the ST with a specified number of face-to-face monthly consultation hours. The purpose of this consultation is to support the ST and family in their understanding and implementation of the BSG. See below for more information about what is included in supervision of the ST.

The IC will periodically be observed by the EIS Behavior Support Service (BSS) staff and will engage in ongoing collaboration to confirm that methods of treatment, understanding of early childhood development, support/oversight of the ST, and collaboration with the team are appropriately demonstrated. If concerns with regard to the IC skills and abilities are identified, the BSS or the EIS supervisor may request that the IC receive additional agency training and/or supervisory support (at the provider's expense) until the concerns are rectified. Any concerns that cannot be rectified will result in removal of the IC from the case

**Skills Trainer:**

The ST is responsible for implementing direct treatment services under the direction of the IC.

**Experience:** Unless otherwise indicated, the ST must have some personal, direct or educational (e.g., family member, practicum, student teaching, teacher aid or other hands-on) experience working with young children, preferably between the ages one and five. The EIS Supervisor of Professional Support Services Unit will consider exceptions on a case-by-case basis.

**Credentialing requirements:**

A. *DIR, Beginning or Diploma Program* (non-certified level).

**OR**

B. *Bachelor's degree, bachelor's degree student, Associate's degree, Associate's degree student or a minimum of one year of coursework* in psychology, education, social work, nursing, behavioral sciences, or a related human services field.

**OR**

C. *Other credential and background.* Persons with other credentials, personal experience or background involving children with ASD, or with significant impairments in communicating and relating, and/or social-emotional-behavioral functioning may be considered for the role of ST on a case-by-case basis.

**AND****Training, supervision and ongoing support required for STs:**

**Training:** Prior to beginning work with an EIS child/family, the ST must successfully complete formal training through the provider (i.e., agency). The training is at the provider's expense and must include information that will prepare the ST to independently implement a behavior plan with the EI population. This training must also prepare the ST to work collaboratively with the IC, families and other professionals on the EI team.

**Supervision and support:** STs with less than six (6) months' direct experience working with young children under the age of five with ASD must receive at least (6) six months' direct supervision/oversight and role-modeling from an IC with a *minimum* of six (6) months' experience working *with an EI population*. After completing six (6) months' work and being determined suitable by the IC and the provider, the ST may be assigned cases under the supervision of an IC with less than six (6) months' experience.

All STs must receive face-to-face consultation support from an IC. Consultation hours are authorized specifically for the IC to support the ST during the provision of direct treatment. Hence, the ST does not receive authorization specifically for consultation, as this activity is embedded in the course of direct treatment. Consultation provided by the IC includes activities such as role-modeling, coaching and other instruction with regard to the ST's implementation of the BSG. The provider must also secure a way for the ST to receive immediate support from the IC, or another supervisor, on an as-needed basis.

The ST will periodically be observed by the BSS to confirm that skills, including interactions with the child and family, and implementation of the BSG with regard for early childhood development are properly demonstrated. If concerns with the ST's skills and abilities are identified the BSS will consult with the IC or another designated individual from the provider agency. Certain concerns may result in a request that the ST receive additional training and/or supervision at the provider's expense. Any concerns that cannot be rectified will result in removal of the IC from the case.

# **Attachment D**

## **Guidelines for Name, Certificate of Insurance, Tax Clearance Certificate, and Notary Public**

## **Guidelines for Name, Certificate of Insurance, Tax Clearance Certificate, and Notary Public**

### **Name**

The name you choose to do business under must be consistent with **any and all required supporting documentation**.

**If your legal business name (vendor name) is “XYZ, Inc.”, then your application/proposal, liability insurance certificate/policies (including auto), tax clearance, etc., etc. must all be under the exact same name “XYZ, Inc.”**

**If your legal business name is “XYZ, Inc.” and you have a DBA (doing business as), then that must also be reflected on any and all documents.**

### **Certificate of Insurance (COI)– General Liability/Professional Liability and Auto Liability**

The policy amounts for the minimum coverage is as stated in the RFP. Currently, for general/professional liability it is ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) for bodily injury and property damage liability arising out of each occurrence and TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) aggregate. For auto liability, it is currently ONE MILLION DOLLARS AND NO/100 DOLLARS (\$1,000,000.00) per occurrence. **Do not forget the auto liability coverage as it is a recent requirement.**

The insurance shall be obtained from a company authorized by the law to issue such insurance in the State of Hawaii (or meet Section 431: 8-301, Hawaii Revised Statutes, if utilizing an insurance company not licensed by the State of Hawaii - see item 2. below).

The insurance coverage 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. The contractor shall maintain in effect this liability insurance until the STATE certifies that the contractor’s work under the contract has been completed satisfactorily.

Any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by the Contractor’s policy

1. General Liability – additional requirements
  - A. Additional Insured
    - i. The certificate must have a Special Provision naming “Additional Insured” as per the following: “The State of Hawaii and its

officers and employees are additional insured with respect to operations performed for the State of Hawaii.”

- B. Certificate/Memorandum Holder
- i. **DO NOT** refer to “Certificate Holder” or “Memorandum Holder” when describing the additional insured **unless** the Certificate Holder is identified as the State of Hawaii only, and not a subdivision thereof.
  - ii. The certificate or memorandum holder shall be:

State of Hawaii  
Department of Health  
Administrative Services Office  
P.O. Box 3378  
Honolulu, HI 96801-3378

2. The company issuing the policy **must** be licensed by the State of Hawaii. **If not**, then pursuant to HRS §431:8-301, the following must be stated on the certificate: “This insurance contract is issued by an insurer which is not licensed by the State of Hawaii and is not subject to its regulation or examination. If the insurer is found insolvent, claims under this contract are not covered by any guaranty fund of the State of Hawaii.”
3. Cancellation Provisions
  - A. The Contractor shall immediately provide written notice to the contracting department or agency should any of the insurance policies evidenced on its certificate of insurance forms be cancelled, limited in scope, or not renewed upon expiration.
  - B. If the scheduled expiration date of the insurance policy is earlier than the expiration date of the time of performance under the Contract, the Contractor, upon renewal of the policy, shall promptly cause to be provided to the STATE an updated certificate of insurance.

### **Tax Clearance Certificate (TCC)**

1. The form is available at: <http://www.hawaii.gov/tax/a6.pdf>. The document **MUST** have the **GREEN** Certified Copy Stamp, and have a State approval stamp and IRS approval stamp not more than 6 months from the effective date of agreement.
2. If the provider is registered with **Hawaii Compliance Express (HCE)**, and current status is compliant, this **DOES NOT** apply.

### **Notary Public**

There are new requirements that your Notary Public should already be aware of, but if not, please refer to the following Provider’s Acknowledgement page of a contract. The additional information required is highlighted in yellow.

CONTRACT NO. \_\_\_\_\_

**PROVIDER'S ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) SS.  
\_\_\_\_\_ COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, before  
me appeared \_\_\_\_\_

and \_\_\_\_\_, to me known, to be the

person(s) described in and, who, being by me duly sworn, did say that he/she/they is/are the  
\_\_\_\_\_, and \_\_\_\_\_

of \_\_\_\_\_,

the PROVIDER named in the foregoing instrument, and that he/she/they is/are authorized to sign said  
instrument on behalf of the PROVIDER, and acknowledges that he/she/they executed said instrument  
as the free act and deed of the PROVIDER.

(Notary Seal)

By \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

Notary Public, State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

Doc. Date: \_\_\_\_\_ # Pages: \_\_\_\_\_

Notary Name: \_\_\_\_\_ Circuit \_\_\_\_\_

Doc. Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (Notary Stamp or Seal)

\_\_\_\_\_

Notary Signature \_\_\_\_\_ Date \_\_\_\_\_

**NOTARY CERTIFICATION**