State of Hawaii
Department of Health
Adult Mental Health Division

Request for Proposals

RFP No. HTH 420-5-12

Fee-for-Service Psychiatric Services – Island of Hawaii (Additional Services)

Date Issued: February 27, 2012

Proposal Submittal Deadline: March 30, 2012
Orientation Session: Tuesday, March 6, 2012, 10:00 a.m., HST
Department of Health, Kinau Hale Building
1250 Punchbowl Street, Room 205
Honolulu, HI 96813

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, you may download the RFP Interest form, complete and e-mail or mail to the RFP contact person. The State shall not be responsible for any missing addenda, attachments or other information regarding the RFP if a proposal is submitted from an incomplete RFP.

February 27, 2012

REQUEST FOR PROPOSALS

FEE-FOR-SERVICE PSYCHIATRIC SERVICES – Island of Hawaii (Additional Services) RFP No. HTH 420-5-12

NOTICE

The Department of Health, Adult Mental Health Division ("DIVISION"), is requesting proposals from qualified applicants to provide Fee-for-Service Psychiatric Services on the island of Hawaii. The contract shall commence in the Spring 2012, for a twelve (12) month period. Multiple contracts may be awarded under this request for proposals.

SUBMITTAL DEADLINE
All proposals mailed by the United State Postal Service ("USPS") shall be postmarked by March 30, 2012 to the mail-in address and received no later than ten (10) days from the submittal deadline. Hand delivered proposals shall be received no later than March 30, 2010, 4:00 p.m., Hawaii Standard Time ("HST") at the drop-off site.

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

MAIL-INS: Department of Health
Adult Mental Health Division
P.O. Box 3378, Room 256
Honolulu, Hawaii 96801-3378

HAND DELIVERIES (DROP-OFF SITE): Department of Health
Adult Mental Health Division
1250 Punchbowl Street, Room 256
Honolulu, Hawaii 96813

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

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

Enid Kagesa
1250 Punchbowl Street
Honolulu, HI 96813
Telephone: (808) 586-8282
Facsimile: (808) 586-4745

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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	2/27/12
RFP orientation session	3/06/12
Due date for written questions	3/09/12
State purchasing agency's response to written questions	3/16/12
Proposal submittal deadline	3/31/12
Proposal evaluation period	4/05/12 – 4/13/12
Final revised proposals (optional)	
Provider selection	4/19/12
Notice of statement of findings and decision	4/19/12
Contract start date	Spring 2012

II. Websites References in this RFP

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

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

Non-SPO Websites

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

(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)

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. Failure to comply with any requirements may result in the rejection of the proposal.

Applicants are advised that the entire RFP, appendices, amendments, memorandum, written responses to questions and answers, and the corresponding proposal shall be a part of the contract with the successful applicant.

RFP Organization. This RFP is organized into 4 sections:

Section 1, Administrative Overview **-** The procurement process; requirements for awardees.
Section 2, Service Specifications **–** Services to be delivered, applicant responsibilities, requirements for the proposal application.
Section 3, Evaluation **–** The method by which proposal applications will be evaluated.
Section 4, Attachments **-** Information and forms necessary to complete the application.

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

Date and time: Tuesday, March 6, 2012, 10:00 – 11:00 a.m.
Location: Department of Health – Adult Mental Health Division
1250 Punchbowl Street, Kinau Hale Building, Room 205
Honolulu, Hawaii 96813

Teleconferencing capability shall be provided for interested neighbor island or out-of-state organizations/agencies. Please call (808) 586-8282 by March 5, 2012 for more information.

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

Deadline for submission of written questions: March 9, 2012, 2:00 pm 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 HAR Section 3-143-403.

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 applicant's 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.

Upon receipt and acceptance of the winning proposal, the DIVISION shall initiate the contracting process. The applicant who has been awarded a contract shall be notified in writing that the DIVISION intends to contract with the applicant. This letter shall serve as notification that the applicant should begin to develop its programs, materials, policies and procedures for the contract. The DIVISION will not reimburse applicants for costs incurred related to services not delivered.

Protests. Any applicant may file a protest against the awarding of the 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 (5) working days of the postmark of the Notice of Findings and Decision sent to the protestor. Delivery services other than USPS shall be considered hand deliveries and considered submitted on the date of actual receipt by the state purchasing agency.

Head of State Purchasing Agency	**Procurement Officer**
Name: Loretta J. Fuddy, A.C.S.W., M.P.H.	Name: Amy Yamaguchi
Title: Director of Health	Title: Administrative Officer, Adult Mental Health Division
Mailing Address: P.O. Box 3378 Honolulu, Hawaii 96801-3378	Mailing Address: P.O. Box 3378 Honolulu, Hawaii 96801-3378
Business Address: 1250 Punchbowl Street, Room 256, Honolulu, Hawaii 96813	Business Address: 1250 Punchbowl Street, Room 256, Honolulu, Hawaii 96813

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 shall be registered and in good standing with the Department of Commerce and Consumer Affairs (DCCA), Business Registration Division. Foreign

insurance companies must register with DCCA, Insurance Division. More information is on the DCCA website. (See paragraph II, Website Reference.)

Hawaii Compliance Express ("HCE"). Contractors are required to register with HCE for online proof of DOTAX and IRS tax clearance, Department of Labor and Industrial Relations ("DLIR") labor law compliance, and DCCA good standing compliance. There is a nominal annual fee for the service. The "Certificate of Vendor Compliance" issued online through HCE provides the registered provider's current contract compliance status as of the issuance date, and is accepted for both contracting and final payment purposes. Refer to this section's part II. Website Reference for HCE's website address.

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

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

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

Section 2
Service Specifications

I. Overview, Purpose or Need and Goals of Service

The Adult Mental Health Division ("DIVISION") of the Hawaii State Department of Health ("DEPARTMENT") is responsible for coordinating public and private human services into an integrated and responsive delivery system for mental health needs. Provision of direct services to consumers in the public sector is offered through programs offered by the Community Mental Health Centers ("CENTERS") and community hospitals ("HOSPITALS"). In addition, the DIVISION contracts on a purchase of service basis with private providers for mental health services to supplement the efforts of the CENTERS and HOSPITALS.

The goal of the RFP is to provide additional psychiatric services including temporary on-call and call-back psychiatric services in the CENTERS and HOSPITALS. The applicant's psychiatrists shall perform their duties for the CENTERS and HOSPITALS upon request by these agencies or by the DIVISION. The applicant shall bill the CENTERS for any units of service provided by its psychiatrists.

II. Planning Activities

The DIVISION published a Request for Information on February 6, 2012 seeking the public's input on the availability of potential service providers, staffing capabilities for services and culturally specific service capabilities.

II. Demographics and Funding

Target population to be served:	Adults with severe and persistent mental illness in the CENTERS and HOSPITALS, who meet the DIVISION's eligibility criteria and who have been declared eligible for the DIVISION's services.
Geographic coverage of service:	The applicant shall provide psychiatrists to the CENTERS and HOSPITALS on the island of Hawaii. Applicants may apply for a specific geographic area or for the entire island. The applicant shall demonstrate the capacity to provide the required services in the service area for which it is applying.

Probable funding amounts, source, and period of availability:

The source of funding is state funds or a combination of state and federal funds. Both profit and non-profit organizations are eligible for state funds. Please note that based on the availability of state funds, the amount allocated to providers who are awarded contracts may change.

The DIVISION considers itself the payor of last resort, and expects providers to obtain third party reimbursement as applicable. The DIVISION gives priority to the uninsured.

If an applicant materially fails to comply with terms and conditions of the contract, the DIVISION may, as appropriate under the circumstances:

1. Temporarily withhold payments pending correction of a deficiency or a non-submission of a report by a provider.
2. Disallow all or part of the cost.
3. Restrict, suspend or terminate the contract.

In the event that the additional funds become available for similar services, the DEPARTMENT reserves the right to increase funding amounts. Competition is encouraged among as many applicants as possible.

Single or multiple contracts to be awarded
(Refer to HAR Section 3-143-206)

☐ Single ☐ Multiple ☒ Single & Multiple

Criteria for multiple awards:

The state needs the flexibility to award funding to more than one (1) applicant. Not all applicants will be awarded a contract. In the event that more than one (1) applicant's proposal for a service meets the minimum requirements, the proposal will be reviewed in accordance with the following additional criteria in determining the funding allocations:

1. Interest of the State to have a variety of providers in order to provide choices for consumers.
2. Interest of the State to have geographic accessibility.
3. Readiness to initiate or resume services.
4. Ability to maximize third party reimbursement, if possible.
5. Previous DIVISION contract compliance status (e.g. timely submittal of reports and corrective action plans).
6. Applicant's past program performance, based on the DIVISION's program monitoring.

Term of Contract(s)

Initial term of contract:	1 year
Length of each extension:	1 year
Number of possible extensions:	5
Maximum length of contract:	6 years

The initial period shall commence on the contract start date or Notice to Proceed, whichever is later.

Conditions for extension: Option for renewal or extension shall be based on the provider's satisfactory performance of the contracted service and availability of funds. Contract extensions shall be requested in writing, and must be executed prior to contract expiration.

III. Service Activities

The scope of work encompasses the following tasks and responsibilities:

1. Psychiatric services shall be provided for the CENTERS, as determined to be clinically necessary, and at the following medical facilities which include, but are not limited to, Hilo Medical Center and the Kona Community Hospital.

2. Psychiatric services shall be provided to consumers/patients who are inpatients at the medical facilities listed above who do not have current health insurance coverage and for on-call duty needs.

3. The applicant shall provide inpatient psychiatric services which shall include, but are not limited to:

    a. Admission evaluations;

    b. Collaboration with multi-disciplinary teams;

    c. Prescription and management of medication;

    d. Individual, family, and group therapy and counseling;

    e. Conducting ward rounds as needed; and

    f. Maintenance of appropriate medical records.

4. On-call duty psychiatric services shall also be provided and shall include, but are not limited to:

    a. Telephone consultation and crisis counseling;

b. Face-to-face emergency psychiatric evaluation and crisis intervention which shall be performed at the HOSPITAL's emergency room;

c. Prescription and management of medication;

d. Referral services; and

e. Arrangement for voluntary or involuntary hospital admission when clinically indicated.

5. The applicant shall assume and execute all clinically indicated functions in accordance with all applicable state and federal requirements which include, but are not limited to, involuntary hospitalization and the services required thereof which are as follows:

a. Court appearances;

b. Consultations with the DIVISION's Deputy Attorney General;

c. Treatment planning and evaluation; and

d. Completion of all commitment forms.

6. Outpatient psychiatric services which shall include, but are not limited to, the following diagnostic and administrative duties:

a. Establish diagnosis;

b. Provide assessments;

c. Collaborate with multi-disciplinary team members;

d. Attend and provide in-service training as needed;

e. Provide professional consultation to ancillary systems when requested;

f. Complete all required clinical and billing documents as required by the DIVISION, CENTERS, or the HOSPITALS;

g. Attendance at administrative meetings, as requested by CENTER Managers and Medical Directors; and

h. Perform clinical services under the supervision of the CENTER Medical Director.

7. Call-back psychiatric services shall also be provided and shall include, but are not limited to;

   a. Psychiatric evaluations for diagnosis, eligibility determination, assessments, and treatment planning;

   b. Participation in multi-disciplinary treatment teams and collaboration with multi-disciplinary treatment team members;

   c. Development, review, and approval of treatment plans;

   d. Medication management;

   e. Home and field visits of CENTERS'/HOSPITALS' consumers/patients;

   f. Individual, family, and group psychotherapy and counseling;

   g. Professional consultation to ancillary systems when requested; and

   h. Completion of all required clinical and billing documents as required by the DIVISON, CENTERS, or the HOSPITALS.

8. The applicant shall receive a briefing prior to the assumption of duties and responsibilities by the CENTER Manager or designee or the HOSPITAL's administrator or designee regarding the services required in this RFP.

9. The applicant shall assist the CENTER or the HOSPITAL in arranging for coverage in the event, he or she is unable or unavailable to perform the services required in this RFP.

10. While providing consumer/patient care services, each psychiatrist shall comply with all provisions of the licensing laws under which the psychiatrist is licensed with regulations promulgated thereunder, and each psychiatrist shall comply with all policies and procedures adopted by the requesting CENTER to protect the health and welfare of its consumers/patients.

11. The applicant shall describe how they protect confidential information. The applicant shall not use or disclose patient health information ("PHI") in any manner that is not in full compliance with HIPAA regulations or with the laws of the State of Hawaii. The applicant shall maintain safeguards, as necessary, to ensure that PHI is not used or disclosed except as provided by the Contract or by the law. The applicant shall not use or further disclose PHI for any purpose other than the specific purposes stated in this contract or as provided by law and shall immediately report to the DIVISION, CENTERS, or HOSPITALS, any use or disclosure of PHI that is not provided in this contract or by law.

12. Subcontracting is not allowed for this service.

IV. QUALIFICATIONS

1. Experience

The applicant shall possess and document their working knowledge, capability, skills and experience working with the targeted population. The applicant shall provide a description of experience/projects/contracts pertinent to the services required. The applicant shall include points of contact, addresses, e-mail/phone numbers. The State reserves the right to contact references to verify experience.

2. Organization

a. The applicant shall cooperate with the DIVISION in approved research, training, and service projects provided that such projects do not substantially interfere with the applicant's service requirements as outlined in this RFP.

b. The applicant shall comply with all specified, applicable existing policies, procedures, directives, and provider manual of the DIVISION and, any applicable policies, procedures, directives, and provider manual developed in the future.

c. Consumer Management Requirements:

1) Consumers/patients shall receive services in a manner compatible with their cultural health beliefs, practices and preferred language.

2) In accordance with Chapter 11-175, Hawaii Administrative Rules, and any appropriate federal guidelines, the applicants shall respect and uphold consumer/patient rights. The applicant shall recognize the rights of authority of the consumer/patient in the delivery of services, in deciding on appropriate treatment and services and in providing input into decisions of all aspects of service.

3) The applicant shall comply with any applicable Federal and State laws such as title VI of the Civil Rights Act of 1964 as implemented by regulations at 45 C.F.R. part 80, the Age Discrimination Act 1975 as implemented by regulations at 45 C.F.R. part 91, the Rehabilitation Act of 1973, and titles II and III of the Americans with Disabilities Act.

4) The applicant shall describe how they protect confidential information. The applicant shall not use or disclose PHI in any manner that is not in full compliance with HIPAA regulations or

with the laws of the State of Hawaii. The applicant shall maintain safeguards, as necessary, to ensure that PHI is not used or disclosed except as provided by the Contract or by law. The applicant shall not use or further disclose PHI for any purpose other than the specific purposes stated in DIVISION contracts or as provided by law and shall immediately report to DIVISION any use of disclosure of PHI that is not provided in the Agreement or by law.

5) The applicant shall maintain confidential records on each consumer/patient pursuant to section 334-5, Hawaii Revised Statutes, 42 U.S.C. sections 290dd-3 and 290ee.3 and the implementing federal regulations, 42 C.F.R. Part 2, if applicable, and any other applicable confidentiality statute or rule. Such records shall be made available to the DIVISION upon request.

6) Written consumer consent/patient shall be obtained for individuals and services funded by the DIVISION including:

a) Consent for evaluation and treatment;

b) Consent to release information by DIVISION funded service providers as needed for continuity of care, including after care services;

c) Consent to enter registration and treatment information in the confidential statewide DIVISION information system; and

d) Other consent documents as needed.

Consumer/patient consent is not required for oversight activities of the DIVISION and its agents.

d. Financial Requirements

1) Eligibility and enrollment is determined through the assessment process by DIVISION assessors. Eligible consumers are:

a) At least 18 years old,

b) Live in Hawaii, and

c) Have severe and persistent mental illness, be in a state of crisis (short-term services), be victims of natural disasters and terrorism, or court ordered for treatment by the DIVISION.

2) The applicant shall invoice the CENTERS for services provided in a manner to be determined and prescribed by the DIVISION, and the CENTER.

3) The applicant shall cooperate with the coordination and the transition of services for newly enrolled consumers/patients with the consumer's/patient's current DIVISION provider, Medicaid fee-for-service provider, and/or a third party, since many of the eligible consumers/patients already have an established behavioral health care provider.

Individuals who are receiving services from the Child and Adolescent Mental Health Division ("CAMHD"), and will no longer be eligible for services (age 21) with CAMHD, will also need to be transitioned to the DIVISION, if determined to meet DIVISION eligibility criteria, or back to their health plan if they are determined to no longer meet DIVISION criteria for continued enrollment.

If the consumer/patient is to be enrolled in the DIVISION from a health plan or CAMHD, the disenrolling program and the applicant shall equally assist the consumer in the transition process.

e. The applicant shall have licenses and certificates, as applicable, in accordance with federal, state and county regulations, and comply with all applicable Hawaii Administrative Rules.

f. Insurance Policies. In addition to the provisions of the General Conditions No. 1.4, the applicant, at its sole cost and expense, shall procure and maintain policies of professional liability insurance and other insurance necessary to insure the applicant against any claim or claims for damages arising by reason of personal injuries or death occasioned directly or indirectly in connection with the performance of this contract. Applicants shall also be bound by this requirement and it is the responsibility of the applicant to ensure compliance with this requirement.

The applicant shall name the State of Hawaii as an additional insured on all such policies, except on professional liability insurance coverage. The applicant shall provide certificates of insurance to the DIVISION for all policies required under this contract.

Policy limits are listed as follows:

General Liability. Policies shall not be less than ONE MILLION AND NO/100 DOLLARS ($1,000,000.00) per occurrence and not less than TWO MILLION AND NO/100 DOLLARS ($2,000,000.00) in the aggregate annually and be on an occurrence basis.

Professional Liability. Policies shall not be less than ONE MILLION AND NO/100 DOLLARS ($1,000,000.00) per occurrence and not less than TWO MILLION AND NO/100 DOLLARS ($2,000,000.00) in the aggregate annually.

Automobile Insurance. Policies shall not be less than ONE MILLION AND NO/100 DOLLARS ($1,000,000.00) per accident and be on an occurrence basis.

3. Personnel

The applicant shall meet the following minimum qualifications:

a. Certified by the American Board of Neurology and Psychiatry, or have successfully completed a psychiatric residency in a training program which was approved by the American Board of Neurology and Psychiatry;

b. Possess knowledge and experience in the management of crisis intervention, psychopharmacology, psychiatric assessment and diagnosis, treatment planning, implementation, and intervention, and evaluation of treatment effectiveness;

c. Capable of providing clinical leadership and guidance while working cooperatively and effectively in a multidisciplinary setting;

d. Possess excellent standard English language verbal and written communication skills;

e. Fully licensed to practice medicine and surgery by the Hawaii State Board of Medical Examiners;

f. Meet applicable licensing, credentialing, privileging, certification, and accreditation requirements; and

g. Be available for: 1) some evening and weekend call duty; and 2) shift work which could be day, evening or night.

4. Facilities - Not applicable

V. Pricing Structure

The DIVISION will use a fixed unit of service rate pricing for this service.

Services	Rate
Standby Psychiatric Services	$10.00 per hour
Call Back Psychiatric Services	$79.00 per hour

VI. 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 valid.*

VII. Reporting Requirements for Program and Fiscal Data

1. The applicant shall submit monthly reports within seven (7) days of the end of each month on a form pre-approved by the CENTERS or the HOSPITALS and shall be submitted with the monthly submission of invoices in triplicate to the CENTERS or the HOSPITALS.

2. Monthly reports shall include, but are not limited to, date of service, name of consumer/patient served, type of medical insurance, diagnosis, disposition, number of service hours provided and other documentation of services as may be required by the DIVISION, the CENTERS, or the HOSPITALS.

3. Separate monthly invoices for on-call duty service, inpatient services and outpatient services shall include, but are not limited to, dates and hours that services were provided, whether each patient serviced had health insurance coverage and, if so, what type of medical insurance.

4. The required content of the reports and its format shall be subject to ongoing review and modification.

5. The required content and format of all reports shall be subject to ongoing review and modification by the DIVISION as needed.

6. At the discretion of the DIVISION, applicants may be required to submit reports in an approved electronic format, replacing some written reports.

The applicant shall be required to meet the ongoing informational needs of the DIVISION over the course of the Contract period through the production of informational responses in both paper and computer format. The specific content of these requests cannot be readily specified in advance as the DIVISION is required to provide a variety of ad hoc reports to funding sources including the legislature and other branches of State government, as well as to national tracking and research groups, the Federal government, advocacy organizations, accreditation bodies, professional groups, stakeholder groups, and others.

VIII. Monitoring and Evaluation

The purpose of quality management is to monitor, evaluate, and improve the results of the applicant's services in an ongoing manner. Quality care includes, but is not limited to:

1. Provision of services in a timely manner with reasonable waiting times;

2. Provision of services in a manner which is sensitive to the cultural differences of consumers;

3. Appropriate documentation, in accordance with defined standards;

4. Consumer satisfaction; and

5. Upholds consumer rights.

Section 3
Proposal Application Instructions

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.*
- *Page numbering of the Proposal Application should be consecutive, beginning with page one and continuing through for each section.* ***See sample table of contents in Section 5.***
- *Proposals should be single spaced, with 1" margins on all sides, utilizing a 12 pt. font size.*
- *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.*
- *Each section shall be scored in its entirety. Information submitted in another section, shall not be considered.*
- *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 Content* – Include a listing of all documents included in the application.
- *Proposal Application Short-Form 1 (SPO-H-250)*
    - Qualifications
    - Pricing
    - Other - Litigation
- *Attachments*

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

Proposal Application Short Form 1

I. Qualifications

Experience

The applicant shall demonstrate that it has the necessary skills, experience, abilities, and knowledge relating to the delivery of the proposed services. The applicant shall provide a description of projects/contracts, including references, pertinent to the proposed services. The applicant shall include points of contact, addresses, e-mail addresses, and phone numbers. The State reserves the right to contact references to verify experience.

Organization

Applicant shall include a detailed description of the applicant's approach to Section 2, Item III. – Service Activities, including (if indicated) service activities the applicant is proposing to provide and proposed schedule of availability.

The applicant shall provide:

1. A detailed description of the service which the applicant is proposing to provide including the hours of operation;

2. A statement that the applicant shall not refuse a referral if the program is not at full capacity and the referral meets the DIVISION's criteria for this service. The applicant shall not have an exclusionary policy that is inconsistent with the DIVISION'S guidelines;

3. A description by the applicant of the involvement of the consumer/patient in the decisions regarding the services the consumer/patient receives;

4. A statement by the applicant that it is ready, able, and willing to provide services throughout the time of the contract period; and

5. A statement by the applicant that it has read and understands the RFP and will comply with the DIVISION requirements.

Personnel

The applicant shall describe in this section of its proposal how it will ensure its compliance with the personnel requirements, which includes, but are not limited to, licensure, educational degrees, and experience for staff assigned to the program. (Refer to the qualifications in the Section 2, IV. Qualifications, as applicable.)

Facilities - Not Applicable

II. Pricing

The DIVISION will use a fixed unit of service rate pricing structure for the Fee-For-Service Psychiatric services described in the RFP. The applicant is requested to furnish a reasonable estimate of the maximum number of service units he or she can provide.

The applicant shall describe how they will meet the reporting requirements described in Section 2, VII. Reporting Requirements for Program and Fiscal Data and how they will ensure compliance with billing deadlines.

III. 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.

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

The evaluation will be conducted in three phases as follows:

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

Evaluation Categories and Thresholds

Evaluation Categories		**Possible Points**
Administrative Requirements		
Qualifications		
Experience	30 points	
Organization	10 points	
Personnel	55 points	
Facilities	0 points	
Pricing	5 Points	
TOTAL POSSIBLE POINTS		**100 Points**

I. Phase 1 - Evaluation of Proposal Requirements

A. Administrative Requirements

B. Proposal Application Requirements

- Proposal Application Identification Form (Form SPO-H-200)
- Table of Contents
- Experience
- Organization
- Personnel
- Pricing

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

Ensure that each section is answered completely and thoroughly. Each section shall be scored individually and separately from another section. Applicants are responsible to place the appropriate information in each section to be scored.

Program Overview: No points are assigned to Program Overview. The intent is to give the applicant an opportunity orient evaluators as to the service(s) being offered.

1. Experience *Total 30 Points*

The State will evaluate the applicant's skills, abilities, knowledge of, and experience relating to the delivery of the proposed services including, but not limited to, working with the targeted population, previous and current contract performance with the DIVISION and other agencies.

2. Organization *Total 10 Points*

Applicant shall include a detailed discussion of the applicant's approach to applicable service activities and management requirements from Section 2, IV. Qualifications shall include, but not be limited to, consumer management requirements; compliance with applicable policies, procedures, directives, and guidelines; work assignments/responsibilities; and timelines/schedules.

The applicant shall be evaluated on how they will involve consumers/patients in the decisions regarding the services the consumer/patients receives; and on how they shall not refuse a referral. The applicant shall not have an exclusionary policy that is inconsistent with the DIVISION'S guidelines;

3. Personnel ***Total 55 Points***

The applicant shall be evaluated on how they propose to ensure compliance with the personnel requirements which includes, but are not limited to, licensure, educational degrees, and experience for staff assigned to the program. (Refer to the qualifications in Section 2, Personnel, as applicable.)

The applicant shall also be evaluated on its knowledge and experience in the management of crisis intervention; psychopharmacology, psychiatric assessment and diagnosis; treatment planning, implementation, and intervention; evaluation of treatment effectiveness; and availability to provide services.

4. ***Pricing*** ***Total 5* Points**

The applicant shall be evaluated on their proposed availability and on how they will meet the financial requirements described in Section 2, VII. Qualifications, and how they comply with billing deadlines.

D. Phase 3 - Recommendation for Award

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

Section 5

Attachments

A. Draft Special Conditions
B. Certifications

Attachment A

Draft Special Conditions

DRAFT SPECIAL CONDITIONS

1. The Compensation and Payment Schedule is attached hereto as Attachment 3 and made a part hereof.

2. The Certificate of Exemption from Civil Service is attached hereto as Attachment 4 and made a part hereof.

3. The PROVIDER's Standard of Conduct Declaration is attached hereto as Attachment 5 and made a part hereof.

4. The General Conditions is attached hereto as Attachment 6 and made a part hereof..

5. The Special Conditions is attached hereto as Attachment 7 and made a part of the Contract.

6. Campaign Contributions by State and County Contractors. Contractors are hereby notified of the applicability of Section 11-355, 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.

7. Insurance. Paragraph 1.4, General Conditions, is replaced with the following: THE PROVIDER shall obtain, maintain, and keep in force throughout the period of this Contract the following types of insurance:

a. General liability insurance issued by an insurance company in the amount of a least ONE MILLION AND NO/100 DOLLARS ($1,000,000) for bodily injury and property damage liability arising out of each occurrence and TWO MILLION AND NO/100 DOLLARS ($2,000,000) aggregate.

b. Professional liability insurance issued by an insurance company of at least ONE MILLION AND NO/100 DOLLARS ($1,000,000) for liability arising out of each occurrence and TWO MILLION AND NO/100 DOLLARS ($2,000,000) aggregate.

c. Automobile insurance issued by an insurance company in an amount of at least of ONE MILLION AND NO/100 DOLLARS ($1,000,000) per occurrence.

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).

For general liability, professional liability, and automobile liability insurance, 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 PROVIDER shall maintain in effect this liability insurance until the STATE certifies that the PROVIDER's work under the Contract has been completed satisfactorily.

Prior to or upon execution of this Contract, the PROVIDER shall obtain a certificate of insurance verifying the existence of the necessary insurance coverage in the amounts stated above. The parties agree that the certificate of insurance shall be attached hereto as Exhibit "C" and be made a part of this Contract.

Each insurance policy required by this Contract shall contain the following clause:

> It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy.

The general liability and automobile liability insurance policies required by this Contract shall contain the following clause:

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

The certificate of insurance shall indicate these provisions are included in the policy.

The PROVIDER 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.

If the scheduled expiration date of the insurance policy is earlier than the expiration date of the time of performance under this Contract, the PROVIDER, upon renewal of the policy, shall promptly cause to be provided to the STATE an updated certificate of insurance.

8. Option to Extend Contract. Unless terminated, this Contract may be extended by the STATE for specified periods of time not to exceed five (5) years or for not more than five (5) additional twelve (12) month periods, upon mutual agreement and the execution of a supplemental agreement. This Contract may be extended provided that the Contract price shall remain the same or is adjusted per the Contract Price Adjustment provision stated herein. The STATE may terminate the extended agreement at any time in accordance with General Conditions no. 4.

9. Contract Price Adjustment. The Contract price may be adjusted prior to the beginning of each extension period and shall be subject to the allotment and the availability of state and federal funds.

Attachment B

Certifications

CERTIFICATIONS

1. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned (authorized official signing for the applicant organization) certifies to the best of his or her knowledge and belief, that the applicant, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

(b) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the applicant not be able to provide this certification, an explanation as to why should be placed after the assurances page in the application package.

The applicant agrees by submitting this proposal that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, In eligibility, and Voluntary Exclusion--Lower Tier Covered Transactions" in all lower tier covered transactions (i.e., transactions with sub- grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

2. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The undersigned (authorized official signing for the applicant organization) certifies that the applicant will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about--
   (1) The dangers of drug abuse in the workplace;
   (2) The grantee's policy of maintaining a drug-free workplace;
   (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
   (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) above;

(d) Notifying the employee in the statement required by paragraph (a), above, that, as a condition of employment under the grant, the employee will--
   (1) Abide by the terms of the statement; and
   (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central

point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d) (2), with respect to any employee who is so convicted--

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

For purposes of paragraph (e) regarding agency notification of criminal drug convictions, the DHHS has designated the following central point for receipt of such notices:

Office of Grants and Acquisition Management
Office of Grants Management
Office of the Assistant Secretary for Management and Budget
Department of Health and Human Services
200 Independence Avenue, S.W., Room 517-D
Washington, D.C. 20201

3. CERTIFICATION REGARDING LOBBYING

Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (non-appropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING $100,000 in total costs (45 CFR Part 93).

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

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

5. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

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

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

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED