STATE OF HAWAII

STATE PROCUREMENT OFFICE

PROPOSAL APPLICATION IDENTIFICATION FORM

STATE AGENCY ISSUING RFP: _____

RFP#: _____

RFP TITLE: _____

Check one:
☐ Initial Proposal Application
☐ Final Revised Proposal (Completed Items _____ -_____ only)

1. APPLICANT INFORMATION:

Legal Name:

Doing Business As (if applicable):

Street Address:

Mailing Address:

2. CONTACT PERSON FOR MATTERS INVOLVING THIS APPLICATION:

Name: _____

Title: _____

Phone #: _____

Fax #: _____

e-mail: _____

3. TYPE OF BUSINESS ENTITY:

☐ Non-Profit Corporation
☐ For-Profit Corporation
☐ Limited Liability Company
☐ Sole Proprietorship
☐ Partnership

4. STATE OF INCORPORATION (if applicable)

Date of Incorporation:

5. TAX IDENTIFICATION:

FEDERAL TAX ID #:

STATE TAX ID #:

6. GEOGRAPHIC AREA(S):

7. TARGET GROUP(S):

8. FUNDING REQUEST:

FY _____ **$** _____
FY _____ **$** _____
FY _____ **$** _____
FY _____ **$** _____

Total **$** _____

9. BUSINESS STATUS QUALIFICATION:

☐ Applicant is registered with the State Procurement Office.
☐ Applicant is not registered -- Form SPO-H-100A and required documentation are attached.

Authorized Representative:

_____ AUTHORIZED SIGNATURE

_____ NAME & TITLE

_____ DATE SIGNED

APPENDIX B

CLIENT REFERENCES

The Offeror is required to supply the State with names, addressed, and telephone numbers of three (3) customers for which the Offeror has supplied products and services that are similar to those being requested in this RFP. All work for these references must have been performed within the past two- (2) years. Only three (3) references should be submitted in the proposal submission packet.

1. Client Name: _____

   Client Address: _____

   _____

   Reference Name _____

   Current Phone: _____

2. Client Name: _____

   Client Address: _____

   _____

   Reference Name _____

   Current Phone: _____

3. Client Name: _____

   Client Address: _____

   _____

   Reference Name _____

   Current Phone: _____

GENERAL CONDITIONS

1. Representations and Conditions Precedent

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

1.1.1 State Funds. This Agreement is, at all times, subject to the appropriation 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 Agreement is funded partly or wholly by federal funds, this Agreement is subject to the availability of such federal funds. The portion of this Agreement 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 Agreement 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 Agreement, the PROVIDER makes the representations contained in this paragraph, and the STATE relies upon such representations as a material inducement to entering into this Agreement.

1.2.1 Compliance with Laws. As of the date of this Agreement, 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 Agreement.

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

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 Agreement, 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, Hawai'i Revised Statutes, or its successor provision.

1.3.2 Drug Free Work Place. The PROVIDER shall implement and maintain a drug free work place as required by the Drug Free Workplace Act of 1988, or its successor.

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 (20 U.S.C. §701, et seq.).

1.3.4 Nondiscrimination. No person performing work under this Agreement, 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. The PROVIDER shall obtain, maintain, and keep in force throughout the period of this Agreement liability insurance (the "Liability Insurance") issued by an insurance company in a combined amount of at least ONE MILLION AND NO/100 DOLLARS ($1,000,000.00), or such lesser amount requested in writing by the PROVIDER and, for good cause shown, approved by the head of the purchasing agency, which approval, if any, is incorporated herein by reference, for bodily injury and property damage liability arising out of each occurrence. The Liability Insurance shall provide that it is the primary insurance for the State of Hawai'i, the purchasing agency, and their officers, employees, and agents for any liability arising out of or resulting from occurrences connected with the PROVIDER's performance under this Agreement. Prior to or upon execution of this Agreement, the PROVIDER shall obtain a certificate of insurance verifying the existence of the necessary liability insurance coverage, including the coverage of the State of Hawai'i, and its officers, employees, and agents. If the scheduled expiration date of the liability insurance policy is earlier than the expiration date of the time for performance under this Agreement, the PROVIDER, upon renewal of the policy, shall promptly cause to be provided to the STATE an updated certificate of insurance. The certificates of insurance shall expressly provide that the insurance policy shall not be cancelled unless the insurance company has first given to the STATE thirty (30) calendar days' written notice of the intended cancellation.

1.5 Notice to Clients. Provided that the term of this Agreement is at least one year in duration, within ONE HUNDRED AND EIGHTY (180) days after the effective date of this Agreement, the PROVIDER shall create written procedures for the orderly termination of services to any clients receiving the Required Services under this Agreement, and for the transition to services supplied by another provider upon termination of this Agreement, regardless of the circumstances of such termination. These procedures shall include, at the minimum, timely notice to such clients of the termination of this Agreement, and appropriate counseling.

1.6 Reporting Requirements. The PROVIDER shall submit a Final Project Report to the STATE containing the information specified in Exhibit "B" to this Agreement if applicable, or otherwise satisfactory to the STATE, documenting the PROVIDER's overall efforts toward meeting the requirements of this Agreement, and listing expenditures actually incurred in the performance of this Agreement. The PROVIDER shall return any unexpended funds to the STATE.

1.7 Conflicts of Interest. In addition to the Certification provided in Exhibit "C" to this Agreement, 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 Agreement.

1.8 Compliance with Managed Process. If this Agreement was entered into between July 20, 1998, aand July 1, 2001, and extends beyond June 30, 2001, it is subject to a single review pursuant to the managed process developed pursuant to part III, section 6 of Act 230, 1998 Haw. Sess. Laws 785, 787. Pursuant to the managed process review, this Agreement may be cancelled, renegotiated, continued, or extended by the State.

2. Documents and Files

2.1 Confidentiality of Material.

2.1.1 All material given to or made available to the PROVIDER by virtue of this Agreement 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 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, or its successor, and any other applicable body of 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 Agreement, 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 Agreement. 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 Agreement.

2.3 Records Retention. The PROVIDER and any subcontractors shall maintain the books and records that relate to the Agreement, and any cost or pricing data for three (3) years from the date of final payment under the Agreement. 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, which ever 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 head of the purchasing agency, (which term includes the designee of the head of the purchasing agency), shall coordinate the services to be provided by the PROVIDER in order to complete the performance required in the Agreement. The PROVIDER shall maintain communications with the head of the purchasing agency at all stages of the PROVIDER's work, and submit to the head of the purchasing agency for resolution any questions which may arise as to the performance of this Agreement.

3.2 Subcontracts and Assignments. The PROVIDER may assign or subcontract any of the PROVIDER's duties, obligations, or interests under this Agreement, 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, 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 Agreement 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, or its successor provision.

3.3 Change of name. When the PROVIDER asks to change the name in which it holds this Agreement with the STATE, the procurement officer of the purchasing agency (hereinafter referred to as the "Agency Procurement Officer") shall, upon receipt of a document acceptable or satisfactory to the Agency Procurement Officer indicating such change of name such as an amendment to the PROVIDER's articles of incorporation, enter into an amendment to this Agreement with the PROVIDER to effect the change of name. Such amendment to this Agreement changing the PROVIDER's name shall specifically indicate that no other terms and conditions of this Agreement are thereby changed, unless the change of name amendment is incorporated with a modification or amendment to the Agreement under Section 4.1 of these general conditions.

3.4 Independent Contractor Status and Responsibilities, Including Tax Responsibilities.

3.4.1 In the performance of services required under this Agreement, 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 Agreement; 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 Agreement.

3.4.2 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 Agreement, 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 The PROVIDER and the PROVIDER's employees and agents are not by reason of this Agreement, 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 DIRECTOR, 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 DIRECTOR in writing.

3.4.4 The PROVIDER shall be responsible for the accuracy, completeness, and adequacy of the PROVIDER's performance under this Agreement. 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 Agreement, for all loss, damage, or injury caused by the PROVIDER, or the PROVIDER's employees or agents in the course of their employment.

3.4.5 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 Agreement, 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 Agreement.

3.4.6 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, or its successor provision, and shall comply with all requirements thereof. The PROVIDER shall obtain a tax clearance certificate from the Director of Taxation, State of Hawai'i, 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 Agreement. The PROVIDER shall also be solely responsible for meeting all requirements necessary to obtain the tax clearance certificate required for final payment under sections 103-53 and 237-45, HRS, or their successor provisions, and these General Conditions.

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

3.5.2 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 Agreement, 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 Agreement

4.1 Modifications of Agreement.

4.1.1 In writing. Any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Agreement permitted by this Agreement shall be made by written amendment to this Agreement, 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 Agreement 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 Agreement, a tax clearance from the Director of Taxation, State of Hawai'i, showing that all delinquent taxes, if any, levied or accrued under state law against the PROVIDER have been paid.

4.2 Termination in General. This Agreement may be terminated in whole or in part for a reduction in 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, (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 Agreement 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.

4.3 Termination for Necessity or Convenience. If the STATE determines, in its sole discretion, that it is necessary or convenient, this Agreement 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 section, the PROVIDER shall be entitled to reasonable payment as determined by the STATE for satisfactory services rendered under this Agreement 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 Contractor. The PROVIDER may withdraw from this Agreement 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 elects to terminate under this section, 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 the STATE owes to the PROVIDER under this Agreement, any amounts owed to the State of Hawai'i by the PROVIDER under this Agreement, or any other agreement, 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 agreement 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 all liability, loss, damage, cost, and expense, including all attorneys' fees, and all claims, suits, and demands therefor, arising out of or resulting from the acts or omissions of the PROVIDER or the PROVIDER's employees, officers, agents, or subcontractors under this Agreement. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Agreement.

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 Agreement, the PROVIDER shall pay all costs and expenses incurred by or imposed on the STATE, including attorneys' fees.

6. Miscellaneous Provisions

6.1 Nondiscrimination. No person performing work under this Agreement, 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.

6.2 Publicity. Any and all publicity that the PROVIDER may undertake in connection with the Required Services, shall be subject to the limitations of Section 3.4.3 of these General Conditions, and the requirements of this section:

6.2.1 Acknowledgment of State Support. Subject to the limitations of Section 3.4.3 of these General Conditions, 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 Agreement, acknowledge the support by the State of Hawai'i and the purchasing agency through appropriations made by the Legislature of the State of Hawai'i.

6.2.2 The PROVIDER shall not refer to the STATE, or any office, agency, or officer thereof, or any State employee, including the head of the purchasing agency, the chief procurement officer, the DIRECTOR, the Agency procurement officer, or to the services or goods, or both, provided under this Agreement, in any of the PROVIDER's publicity not related to the PROVIDER's performance under this Agreement, including but not limited to commercial advertisements, recruiting materials, and solicitations for charitable donations.

6.3 Section Headings. The section headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They shall not be to define, limit or extend the scope or intent of the sections to which they pertain.

6.4 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 STATE any and all claims for overcharges as to goods and materials purchased in connection with this Agreement, except as to overcharges which result from violations commencing after the price is established under this Agreement and which are not passed on to the STATE under an escalation clause.

6.5 Governing Law. The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, 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 Agreement shall be brought in a state court of competent jurisdiction in Honolulu, Hawai'i.

6.6 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 Agreement became effective shall control and are hereby incorporated by reference.

6.7 Entire Agreement. This Agreement sets forth all of the agreements, conditions, understandings, promises, warranties, and representations between the STATE and the PROVIDER relative to this Agreement. This Agreement supersedes all prior agreements, conditions, understandings, promises, warranties, and representations, which shall have no further force or effect. There are no agreements, 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.

6.8 Severability. In the event that any provision of this Agreement 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 Agreement.

6.9 Waiver. The failure of the STATE to insist upon the strict compliance with any term, provision, or condition of this Agreement 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 Agreement. 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 Agreement shall not constitute a waiver or relinquishment of the STATE's rights or the PROVIDER's obligations under the Procurement Rules or statutes.

6.10 Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one instrument.

APPENDIX D
WAGE CERTIFICATION

Pursuant to Section 103-55, Hawaii Revised Statutes, I hereby certify that if awarded the contract in excess of $25,000, the services to be performed will be performed under the following conditions:

1. The services to be rendered shall be performed by employees paid at wages or salaries not less than wages paid to the public officers and employees for similar work, if similar positions are listed in the classification plan of the public sector.

2. All applicable laws of the Federal and State governments relating to worker's compensation, unemployment insurance, payment of wages, and safety will be fully complied with.

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

Offeror: _____

Signature: _____

Title: _____

Date: _____

APPENDIX E
INSURANCE

Offeror shall provide the following:

1. Commercial General Liability Insurance is provided by:

   Insurance Company _____

   Coverage _____

2. Reinsurance is provided by:

   Insurance Company _____

   Coverage _____

3. Other forms of insurance will be provided by:

   Type: _____

   Insurance Company _____

   Coverage _____

   Type: _____

   Insurance Company _____

   Coverage _____

   Type: _____

   Insurance Company _____

   Coverage _____

Offeror: _____

Client#: COMMCAS

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) 08/05/04

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A: First Fire & Casualty Ins.of HI., In

INSURER B:

INSURER C:

INSURER D: (Supersedes Certificate

INSURER E: Issued 05/06/04;Correct Addl Insd)

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY		12/31/03	12/31/04	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	$100,000
	CLAIMS MADE X OCCUR				MED EXP (Any one person)	$5,000
					PERSONAL & ADV INJURY	$1,000,000
					GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$INCLUDED
	POLICY PRO-JECT LOC					
A	AUTOMOBILE LIABILITY		12/31/03	12/31/04	COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO				BODILY INJURY (Per person)	$1,000,000
	ALL OWNED AUTOS				BODILY INJURY (Per accident)	$1,000,000
	SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$1,000,000
	HIRED AUTOS					
	NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
	EXCESS LIABILITY				EACH OCCURRENCE	$
	OCCUR CLAIMS MADE				AGGREGATE	$
						$
	DEDUCTIBLE					$
	RETENTION $					$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS / OTH-ER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE - EA EMPLOYEE	$
					E.L. DISEASE - POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Re: RFP-MQD- Program

Effective 05/03/04 The State of Hawaii is named as an additional insured as their interest may appear only to the extent set forth in the general liability policy provision.

CERTIFICATE HOLDER ADDITIONAL INSURED; INSURER LETTER:

State of Hawaii
Dept of Human Services; Med-QUEST Division
1001 Kamokila Blvd., Suite 317
Kapolei, HI 96707

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL [illegible] TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. B[illegible]

AUTHORIZED REPRESENTATIVE

Myles A. Murakami

JRI

© ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

PROVIDER'S
STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

"Agency" means and includes the State, the legislature and its committees, all executive departments, boards, commissions, committees, bureaus, offices; and all independent commissions and other establishments of the state government but excluding the courts.

"Controlling interest" means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty per cent (50%).

"Employee" means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges. (Section 84-3, HRS).

On behalf of _____, PROVIDER, the undersigned does declare as follows:

1. PROVIDER ☐ is* ☐ is not a legislator or an employee or a business in which a legislator or an employee has a controlling interest. (Section 84-15(a), HRS).

2. PROVIDER has not been represented or assisted personally in the matter by an individual who has been an employee of the agency awarding this Contract within the preceding two years and who participated while so employed in the matter with which the Contract is directly concerned. (Section 84-15(b), HRS).

3. PROVIDER has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Contract and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of this Contract, if the legislator or employee had been involved in the development or award of the Contract. (Section 84-14 (d), HRS).

4. PROVIDER has not been represented on matters related to this Contract, for a fee or other consideration by an individual who, within the past twelve (12) months, has been an agency employee, or in the case of the Legislature, a legislator, and participated while an employee or legislator on matters related to this Contract. (Sections 84-18(b) and (c), HRS).

---

* Reminder to agency: If the "is" block is checked and if the Contract involves goods or services of a value in excess of $10,000, the Contract may not be awarded unless the agency posts a notice of its intent to award it and files a copy of the notice with the State Ethics Commission. (Section 84-15(a), HRS).

PROVIDER understands that the Contract to which this document is attached is voidable on behalf of the STATE if this Contract was entered into in violation of any provision of chapter 84, Hawaii Revised Statutes, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the STATE.

DATED: Honolulu, Hawaii, _____.

PROVIDER

By_____
(signature)

Print Name_____

Print Title_____

Name of Provider_____

_____

Date_____

APPENDIX G
Written Questions Format
QUEST Medical Request For Proposal

Question #	Section #	Page #	Paragraph	Question

APPENDIX H
AUTO-ASSIGNMENT ALGORITHM
For QUEST RFP

Enrollees who do not choose a health plan are assigned to contractors through an auto-assignment algorithm. The algorithm is a mathematical formula used to distribute enrollees to the various contractors in a manner that is predictable and consistent with QUEST goals. The algorithm favors those contractors with lower capitation rates.

All contractors within a given service area will have a placement in the algorithm and will receive enrollees accordingly. What varies, however, is the number of enrollees each contractor receives through the algorithm. A contractor with a more favorable placement in the algorithm will receive proportionally fewer enrollees.

A contractor's placement in the algorithm is based upon its *FINAL* capitation rates bid. For example, the contractor bidding the lowest acceptable capitation rate in a particular service area will receive the most favorable placement in the algorithm. Following are the details regarding the calculation of the target percentage points (i.e. the percentage of enrollees a contractor will be assigned through the algorithm).

Development of the Target Percentage

Assignment of points to each contractor will be based on the lowest accepted final bid for the service area. Bids below the bottom of the rate range will be assigned the bottom of the rate range for development of the target percentages.

The base represents the number of available points assigned to each offeror (in total, 100 points). All offerors start with the same base (100 divided by number of offerors). The base is adjusted upwards or downwards, depending upon the offeror's bid relative to other offeror's bids. For example, the offeror with the lowest bid does not lose any base points but rather is given additional base points. These additional base points come from high bid offerors who have lost points for having a high bid. The points will be assigned as follows:

$$\mathbf{BASE - (((x - y) / y) = 100)}$$

BASE = 100 / The number of awarded Contracts in the service area.

x = Contractor's final bid rate in the service area.

y - Lowest final bid rate in the service area, but not lower than the bottom of the rate range.

All points subtracted from the BASE will be given to contraction as follows:

Service areas with two or three contractors

All points to the contractor with the lower bid

Service areas with four contractors
75% of the points to the lowest bidder and 25% to the second lowest bidder

Service areas with five contractors
60% of the points to the lowest bidder, 40% to the second lowest bidder

The target percentage for each contractor by service area is determined as follows:

Bid Points + Total Points in the Service Area = TARGET PERCENTAGE
(Not less than 5%)

Algorithm Assignment

The algorithm employs a data table and a formula to assign cases (a case may be an enrollee or a household of enrollees) to contractors using the target percentages developed above. The algorithm data table consists of all the contractors serving each service area and their target percentage.

The contractor farthest away from its target percentage, the largest negative deference, is assigned the next case. The equation used is:

$$(t / T) - P = d$$

t = The total enrollees assigned to the service area for the contractor.

T = The total enrollees assigned to the service area, all contractors combined.

P = The target percentage of enrollees for service area for the contractor.

d = The difference.

The algorithm is calculated after each assignment to give a new difference for each contractor.

The enrollee population assigned by the algorithm includes only those enrollees that do not select a contractor.

APPENDIX I
LONG TERM CARE FACILITY SERVICES

The types of long-term care facility levels currently recognized by the Hawaii Medicaid Program are as follows:

- Skilled Nursing Facilities (SNFs) or Nursing Facilities (NFs) -- Level "C"
- Intermediate Care Facilities (ICFs) or Nursing Facilities (NFs) -- Level "A"
- Intermediate Care Facilities for the Mentally Retarded (ICF-MRs) or Nursing Facilities (NFs) -- Level "B"

Under federal Medicaid rules, the level of care provided by Care Homes (CHs) is custodial and does not qualify for Medicaid coverage.

Although Medicare considers certain services as SNF care, Medicaid is not bound by Medicare guidelines.

In making determinations of level of care (SNF, ICF, CH or other), the patient's situation and facility availability, etc. are to be considered. The availability, training, and capability of the family as primary caregivers should also be considered.

Levels of care determinations are made on a case-by-case basis and involve an evaluation of the patient's unique situation and medical care needs. The following is a clarification of criteria and definitions currently used by the Medicaid Program to assist Medicaid's reviewers in the determination of the level of long-term care (SNF or ICF) appropriate to the medical needs of the Medicaid recipient.

SNF: 1. The patient must require **daily skilled nursing services** on more than one shift per day; **daily restorative skilled rehabilitation services**; or a combination of skilled nursing and skilled rehabilitative services. Examples of skilled nursing services: *suctioning, IV therapy, tube feedings in which use of enteral pumps is necessary.* Examples of skilled rehabilitation services: *physical therapy, occupational therapy, or speech therapy*

Clarification:

All IM medications (i.e. antibiotics) must be medically justified. IM medications given on more than 1 shift a day do not automatically qualify for SNF level of care.

All IV therapy must be medically justified. IV therapy (i.e. hydrationantibiotics) are SNF services for the duration of the therapy.

Skilled rehabilitation services must be required and provided on a "daily basis" (7 days a week). However, if skilled rehabilitation services are not available on a 7-day-a-week basis, a patient whose SNF stay is based solely on the need for skilled rehabilitation service(s) would meet the "daily" requirement when he/she needs and receives therapy on at least 5 days a week. A break of 1 to 2 days during which no skilled rehabilitation services is furnished and discharge from a facility or lowering the level of care to ICF would not be practical would not violate the "daily" requirement. (For example, if the patient's physician suspends therapy sessions for medical reasons for 1 to 2 days, payment for SNF stays would be allowed since discharge in such a case would not be practical.) However, no payment can be made for the specific rehabilitation services not rendered.

2. The patient must require 24 hour supervision and observation by a professional nurse -- Registered Nurse (RN) or Licensed Practical Nurse (LPN).

ICF: 1. The patient must require **intermittent skilled nursing , daily skilled nursing assessment**, and **24 hour supervision.** The skilled nursing services and daily skilled nursing assessments must be provided by professional nurses -- RNs or LPNs.

2. Examples of intermittent skilled nursing services: *changing of indwelling Foley catheters, administering IM medications three times a week*

3. The patient may require other services furnished by ICFs such as:

   a. Non-Skilled Nursing Services (see examples listed below)

   b. Significant assistance with activities of daily living (ADLs)

   c. Maintenance therapies, medical gases

Non-Skilled Nursing Services

1. Administration of routine oral medications, eye drops, and ointments.

2. General maintenance care of colostomies or ileostomies.

3. Routine services in connection with indwelling catheters or tubes. This would include emptying and cleaning containers, changing tubing, and refilling irrigation containers with solution.

4. Changes of dressings for non-infected post-operative wounds or for chronic conditions not involving sterile dressings and prescription medication.

5. Prophylactic and palliative skin care, including bathing and topical application (includes foot care).

6. General methods of treating incontinence, including use of diapers, bed pads, rubber sheets, and bed pans. (All incontinent patients are not automatically ICF. Care Home residents may have daily incontinence, but should not require attention at night or be excessively incontinent.)

7. General maintenance care in connection with plaster casts.

8. Routine care in connection with braces and similar devices.

9. Use of heat for palliative and comfort purposes.

10. Administration of medical gases after initial institution and stabilization of treatment and after the patient has received teaching and training.

11. General supervision of exercises which have been taught to the patient.

12. Assistance in dressing, eating, and toileting.

Care Home (CH):

1. Although Care Home services are generally custodial, patients with medical needs which can be met by custodial and non-skilled nursing services, such as listed above, may be able to reside in care homes. Examples of individuals who may be accepted as residents of care homes are as follows:

    a. Individuals who need help with ADLs during the day and evening, but not during the night

    b. Individuals who need supervision -- less than 24 hours and as defined by the Department of Health (DOH)

    c. Individuals who wander during the day and evening, not at night

    d. Diabetics who are stable and may require daily insulin injections, but who have no disabling medical conditions, who reside in care homes which have personnel with demonstrated capabilities of administering insulin injections.

2. Care home personnel are required to encourage positive behaviors, such as participation in social activities, and to assist the resident with health related activities (i.e. diet, physician appointments, toileting and

incontinent care). Care Home providers must meet the certification requirements of the Department of Health.

APPENDIX J
PERSONS WITH SERIOUS MENTAL ILLNESS

Definition

The seriously mentally ill are defined as persons who, as the result of a mental disorder, exhibit emotional, cognitive, or behavioral functioning which is so impaired as to interfere substantially with their capacity to remain in the community without supportive treatment or services of a long-term or indefinite duration. In these persons, mental disability is severe and persistent resulting in a long term limitation in their functional capacities for primary activities of daily living such as interpersonal relationships, self-care, homemaking, employment, and recreation.

Conditions such as mental retardation or substance abuse may cause similar problems or limitations, and are not to be included in this definition unless, in addition to one or more of these disorders, the person has a severe and persistent mental disorder.

Criteria

Assessment:

The person has undergone a comprehensive professional clinical assessment sufficient to establish a diagnosis of mental disorder and a quantitative functional assessment. The combination of diagnosis and level of functioning establishes eligibility for public services through a formula stated below.

Eligible Diagnoses:

The person meets the latest DSM edition criteria for mental disorder in Category I, II, or III.

<u>CATEGORY I</u>

- ❑ Schizophrenic Disorders (295.1, 295.2, 295.3, 295.6, 295.9)
- ❑ Delusional Disorders (297.1)
- ❑ Psychotic Disorders Not Elsewhere Classified
  - Schizo-affective Disorders (295.7)
  - Psychotic Disorders NOS (298.9)
- ❑ Mood Disorders
  - Bipolar Disorders (296.4, 296.5, 296.6, 296.7)
  - Depressive Disorders (296.2, 296.3)

- ❑ Substance Related Disorders Persisting Three Months After Detoxification and Stabilization

  - Psychotic Disorders (291.3, 291.5, 292.11, 292.12)
  - Mood Disorders (291.89 for mood only, 292.84)

CATEGORY II

- ❑ Mental Disorders Due to a General Medical Condition

  - Psychotic Disorder Due to a General Medical Condition with Delusions (293.81)
  - Psychotic Disorder Due to a General Medical Condition with Hallucinations (293.82)
  - Mood Disorder Due to a General Medical Condition (293.83)

- ❑ Anxiety Disorders

  - Panic Disorder with Agoraphobia (300.21)
  - Panic Disorder without Agoraphobia (300.01)
  - Post Traumatic Stress Disorder (309.81)
  - Obsessive Compulsive Disorder (300.3)
  - Alcohol induced anxiety disorder/mood disorder with depressive features (291.81)

- ❑ Personality Disorders (these conditions exempted from provisionally qualifying conditions)

  - Schizoid (301.20)
  - Schizotypal (301.22)
  - Borderline Personality Disorder (301.83)

CATEGORY III (these conditions exempted from provisionally qualifying conditions)

- ❑ Other Disorders Not Listed Above and Not Excluded Below

PERSONS WITH A PROVISIONALLY QUALIFYING CONDITION

These persons are defined as those who have a substance abuse condition and are suspected to suffer from a qualifying condition due to their symptoms and functional limitations. These persons have on-going and recent substance abuse which prevents the clinician from making a definitive qualifying diagnosis.

Excluded Diagnoses:

Unless an eligible disorder listed above is also present, the following disorders are excluded from eligibility under the Adult Behavioral Health Managed Care Plan.

- ❑ Delerium, Dementia, and Amnestic and other Cognitive Disorders
- ❑ Disorders Usually First Diagnosed in Infancy, Childhood, or Adolesence, i.e., Mental Retardation, Pervasive Developmental Disorders, Learning Disorders, Motor Skills Disorder, Communication Disorders.
- ❑ Substance Induced Disorders except as otherwise described above.
- ❑ Substance Dependence Disorders
- ❑ Psychotic Disorders Not Elsewhere Classified. Only the following diagnosis in this category is excluded:
    - Brief Psychotic Disorder (298.8)
- ❑ Sexual and Gender Identity Disorders
- ❑ Factitious Disorders
- ❑ Impulse Control Disorders Not Elsewhere Classified
- ❑ Adjustment Disorders
- ❑ Psychological Factors Affecting Medical Conditions
- ❑ V Codes

Comorbidity:

Patients with a substance abuse diagnosis must also meet the diagnostic criteria for an above accepted mental illness to be considered potentially SMI. Those patients who are suspected to suffer from a qualifying conidtion yet currently are using substances, thus precluding the clear determination of an eligible diagnosis will be provisionally accepted as suffering from a qualifying condition. For those individuals with a dual diagnosis of substance abuse and a severe and persistent mental disorder, the assessment will also need to include a rating using the most current American Society of Addiction Medicine (ASAM) placement criteria. The assessment for dual diagnosis individuals must also include a history of the patient's past and present substance use sufficient to identify and describe its effects on cognitive, psychological, behavioral, and physiological function; a general medical and psychiatric history and psychiatric examination; a history of prior psychiatric treatments and outcomes; a family and social

history; screening of blood, breath, or urine for abused substances. This assessment will be considered if the available information is sufficient to document the patient's appropriateness for SMI status and support a determination. A copy of any recent hospital or treatment facility admission and discharge summaries will aid the MQD reviewer in making a determination.

Patients with DD/MR in addition to an allowable diagnosis will have to be at worst in the mild range (317.00) for eligibility.

Impaired Level of Functioning:

Assessment of impaired role functioning is achieved by the administration of an instrument such as the Client Assessment Record (CAR). At the minimum the Global Assessment of Functioning (GAF) will be provided to the MQD reviewer. A GAF score below 50 will be considered as supportive of an impaired level of functioning in conjunction with the CAR caculated score by the MQD reviewer. If the CAR instrument was used by the provider, CAR scales would be limited to: Medical/Physical, Family/Living Situation, Interpersonal Relations, Role Performance, Socio-Legal, and Self-Care/Basic Needs. The person is assigned to one of the four following levels of impaired functioning:

Level A:

3 or more CAR scale scores of 40 and above or
4 or more CAR scale scores of 30 and above.

Level B:

2 or more CAR scale scores of 40 and above or
3 or more CAR scale scores of 30 and above.

Level C_1:

1 CAR scale score of 40 and above or
2 CAR scale scores of 30 and above.

Level C_2:

Clinical evidence indicates that level of functioning would rate at the C_1 level or lower in the absence of treatment.

Eligibility Determination Formula:

1. a) The patient meets Diagnostic Category 1 and any of the Impaired Role Functioning Levels (A, B, C1 or C_2).

b) The patient meets Diagnostic Category II and Impaired Role Functioning Levels A or B.

c) The patient meets Diagnostic Category III and Impaired Role Functioning Level A.

2. As part of the assessment of chronic mental illness, documentation should be provided on historical duration of illness and disability and/or on the presence of risk factors making it likely that the disorder and disability will be present into the foreseeable future.

   a, b, or c above must have been present for at least 6 months or must have a 6 month minimal expected duration or must have a combined present and expected duration of 6 months.

Accessible Services:

The person with a clear SMI diagnosis is judged to be in need of a comprehensive planned package of supportive and treatment services requiring intensive case management and interdisciplinary supervision of long-term or indefinite duration. Those with a provisional diagnosis due to limited functioning secondary to substance abuse are judged to be in need of the above services for a limited-term duration in order to establish a clear SMI diagnosis.

APPENDIX L (Continued)
CHILDREN WITH SERIOUS EMOTIONAL DISTURBANCE

Definition

For purposes of Med-QUEST, children with serious emotional disturbance are persons:

- Birth to age 18
- who currently or at any time during the past year have had a primary diagnosis of at least one of the following mental, behavioral or emotional disorders:

Pervasive Developmental Disorders (PDD)

299.00	Autistic disorder
299.80	Pervasive developmental disorder NOS

Anxiety Disorders of Childhood or Adolescence

309.21	Separation anxiety disorder

Schizophrenia

295.2x	Catatonic
295.1x	Disorganized
295.3x	Paranoid
295.9x	Undifferentiated
295.6x	Residual

Delusional (Paranoid) Disorder

297.10	Delusional (Paranoid) disorder

Psychotic Disorders Not Elsewhere Classified

295.70	Schizoaffective disorder
297.30	Shared psychotic disorder (Folie a deux)
298.90	Psychotic disorder NOS

Bipolar Disorders

296.6x	Mixed
296.4x	Manic
296.5x	Depressed
301.13	Cyclothymia

Depressive Disorders

Major Depression	
296.2x	Single episode
296.3x	Recurrent
300.40	Dysthymia

Anxiety Disorders

300.30	Obsessive compulsive disorder
309.89	Post-traumatic stress disorder

Somatoform Disorders

300.11	Conversion disorder

Dissociative Disorders

300.14	Disassociative identity

Impulse Control Not Elsewhere Classified

312.34	Intermittent explosive disorder

Attention Deficit and Disruptive Behavior Disorders

313.81	Oppositional defiant disorder

- that has resulted in functional impairment which substantially interferes with or limits the child's role or functioning in the family, school, or community activities as defined by MQD and CAMHD and measured by the Child and Adolescent Functional Assessment Scale (CAFAS) with a score of 120+.
- and who has had the above diagnosis or in the absence of a diagnosis has displayed related symptoms for the following duration:

  ⇒ 6 months for recipients less than age 10 and one year for recipients greater than age 10.