



**STATE OF HAWAII
DEPARTMENT OF HEALTH
OFFICE OF HEALTH CARE ASSURANCE**

Posting Date: MARCH 5, 2019

**Request for Proposals
Solicitation No.: RFP-OHCA-19-01-BC**

**Competitive Sealed Proposals
Background Check Services**

Offers will be received up to
2:00 P.M., Hawaii Standard Time (H.S.T.) on
APRIL 16, 2019

in the Department of Health
Office Health Care Assurance
601 Kamokila Blvd., Room 337
Kapolei, Hawaii 96707

Questions relating to this solicitation may be directed to:

Keith Ridley
Telephone: (808) 692-7227
Fax: (808) 692-7414
Email: keith.ridley@doh.hawaii.gov

**Keith Ridley
Office of Health Care Assurance
Department of Health**

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SECTION 10 ADMINISTRATIVE OVERVIEW

10.100 Purpose of the Request for Proposals (RFP)

The Department of Health (DOH or Department), Office of Health Care Assurance Division (OHCA) is soliciting proposals to provide background check services for programs and operations under DOH and for programs under the Department of Human Services (DHS), Med-QUEST Division (MQD). The Department will require services from the awardee under this contract (Contractor) at a near-future point in time at no cost to the State of Hawaii or to DOH or MQD.

Background checks are required by the Department and MQD to ensure the reputable and responsible character of all prospective applicants, operators, direct patient access employees, and adult volunteers of a healthcare facility that is licensed and certified, or licensed or certified by the Department, and, in the case of any healthcare facility operated in a private residence, all adults living in the home other than the clients. Background checks are also required for individuals who are contracted by the Department or who are employed by the Department and may have access to individuals served by various Department programs.

Persons or entities required to obtain background checks include any individual, including an adult volunteer, who has direct access to a patient or resident of a healthcare facility or direct access to a patient's belongings, including but not limited to physicians, nurses, nursing assistants, home health aides, therapists, activities personnel, and support staff (i.e. housekeeping, dietary, etc.). Those persons or entities include but are not limited to those who function as personal care givers for dependent children and adults that receive their services through the QUEST Integration (QI) program or the Developmental Disability or Intellectual Disability (DD/ID) 1915(c) Home and Community-Based Services Waiver (authorized under Section 1915(c) of the Social Security Act) that is operated out of the Developmental Disabilities Division (DDD) in the DOH, persons or entities seeking licensure or

certification to operate a healthcare facility, or a person or entity seeking part-time or full-time employment or contract or sub-contract with the Department. If an entity is required to obtain a background check, persons included under the entity include its principals, directors, partners, managers, agents, and representatives to the extent that any of these persons will have access to or contract with clients, their finances, assets, personal property, medical records, or individually identifiable information.

Background checks are conducted pursuant to federal and state statutes and Department rules and policies. Hawaii Revised Statutes (HRS) Section 321-15.2 and 846-2.7 specifies that background checks include the submission of fingerprints to the Federal Bureau of Investigation (FBI) for a national criminal history record check; and to the Hawaii Criminal Justice Data Center (HCJDC) for a state criminal history check that shall include non-conviction data.

For the purpose of this Request For Proposals (RFP), background checks shall involve three discrete activities: 1) FBI fingerprint checks; 2) Hawaii State criminal history check and criminal history checks in state or states where the background check applicant previously resided; and 3) Registry checks. Registry checks include but are not limited to the Department of Human Services (DHS) Child Abuse and Neglect (CAN), Adult Protective Service Registry (APS), Certified Nurse Aid (CNA) registries, adult abuse perpetrator check, and federal or state sex abuse registries. Detailed specifications and requirements are described in Section 40, Provision of Services.

10.200 Authority for Issuance of RFP

This RFP is issued under the authority of Title XIX of the Social Security Act, 42 USC Section 1396, et.seq, as amended, Hawaii Revised Statutes (HRS) Title 9, Chapter 103D, and the implementing regulations and administrative rules issued under the authority thereof. All Offerors are charged with presumptive knowledge of all requirements cited by these authorities, and submission of a valid executed proposal by any Offeror shall constitute admission of such knowledge on the part of such Offeror. Failure to comply with any requirement may result in

the rejection of the proposal. The Department reserves the right to reject any or all proposals received or to cancel this RFP, according to the best interest of the State.

10.300 Issuing Officer

This RFP is issued by the State of Hawaii, DOH-OHCA. The Issuing Officer is within the DOH and is the sole point of contact from the date of release of this RFP until the selection of a successful Offeror. The Issuing Officer is:

Mr. Keith Ridley
Department of Health - Office of Health Care Assurance
601 Kamokila Boulevard, Room 337
Kapolei, Hawaii 96707
Telephone: (808) 692-7227
Fax: (808) 692-7414
Email: keith.ridley@doh.hawaii.gov

10.400 Use of Subcontractors

In the event of a proposal submitted jointly or by multiple organizations, one organization shall be designated as the prime Offeror and shall have responsibility for not less than forty percent (40%) of the work to be performed. The project leader shall be an employee of the prime Offeror. All other participants shall be designated as subcontractors. Subcontractors shall be identified by name and by a description of the services/functions they will be performing. The prime Offeror shall be wholly responsible for the entire performance whether subcontractors are used. The prime Offeror shall sign the contract with the DOH.

10.500 Organization of the RFP

This RFP is composed of seven sections plus appendices:

- Section 10 – Administrative Overview – Provides general information on the purpose of the RFP, the authorities relating to the issuance of the RFP, the use of subcontractors and the organization of the RFP

- Section 20 – RFP Schedule and Requirements - Provides information on the rules and schedules for procurement of this RFP
- Section 30 – Background and DOH Responsibilities – Describes the current providers requiring criminal history record checks and the role of the DOH
- Section 40 – Provision of Services – Provides information on the scope of services to be provided and the administrative requirements of the contract
- Section 50 – Terms and Conditions – Describes the terms and conditions under which the work shall be performed
- Section 60 – Technical Proposal – Defines the required format of the technical proposal and the minimum information to be provided in the proposal
- Section 70 – Evaluation and Selection – Defines the evaluation criteria and explains the evaluation process

Various appendices are included to support the information presented in Sections 10 through 70.

SECTION 20 RFP SCHEDULE AND REQUIREMENTS

20.100 RFP Timeline

The schedule represents the Department's best estimate of the schedule that will be followed. All times indicated are Hawaii Standard Time (HST). If a component of this schedule, such as "Proposal Due date/time" is delayed, the rest of the schedule will likely be shifted by the same number of days. Any change to the RFP Schedule and Significant Dates shall be reflected in and issued in an addendum. The approximate schedule is as follows:

Publish RFP (i.e., Date posted on the Hawaii State Procurement Office (SPO) website)	March 5, 2019
Submission of Written Questions	March 9, 2019
Notice of Intent to Propose	March 16, 2019
Written Responses to Questions	March 16, 2019
Proposal Due Date	April 16, 2019
Notice of Intended Contract Award	June 1, 2019 (Estimated)
Implementation	November 1, 2019

20.200 Submission of Written Questions

Potential Offerors shall submit questions in writing via mail or e-mail to the following mailing address or e-mail address:

Keith Ridley
Office of Health Care Assurance
601 Kamokila Boulevard, Room 337
Kapolei, Hawaii 96707
Email Address: keith.ridley@doh.hawaii.gov

The written questions shall reference the RFP section, page and paragraph number in the format provided in Appendix B. Offerors must submit written questions on the technical proposal by 2:00 p.m. (H.S.T.) on the date identified in Section 20.100.

The DOH shall respond to the written questions no later than the date identified in Section 20.100. No verbal responses shall be considered as official.

20.300 Notice of Intent to Propose

Potential Offerors shall submit a Notice of Intent to Propose to the Issuing Office no later than the date identified in Section 20.100 by 2:00 p.m. (H.S.T.). Submission of a Notice of Intent to Propose is not a prerequisite for the submission of a proposal, but it is necessary that the Issuing Officer receive the letter by this deadline to assure proper distribution of amendments, questions and answers and other communication regarding this RFP. The distribution of amendments, questions and answers and other communication regarding this RFP shall only be distributed to Potential Offerors who submit a Notice of Intent to Propose by the deadline contained herein.

Notice of Intent to Propose can be mailed, e-mailed or faxed to:

Keith Ridley

Department of Health, Office of Health Care Assurance

601 Kamokila Boulevard, Room 337

Kapolei, Hawaii 96707

Fax Number: (808) 692-7414

Email Address: keith.ridley@doh.hawaii.gov

20.400 On-Site Visits

The Department reserves the right to conduct an on-site visit to verify the appropriateness and adequacy of the Offeror's proposal before the award of the contract.

After the award of the contract, prior to implementation, an on- site readiness review will be conducted by a team from the Department and will examine the prospective Offeror's information system, staffing for operations, sub-contractors and provider contracts, and other areas that will be specified prior to review.

20.500 References

Offerors will list, on Appendix G, government agencies for whom services similar to those requested herein were within the last two years, or are currently being performed. The Department

reserves the right to contact the references provided.

20.600 Compliance with HRS §103D-310(c)

If awarded a contract under this RFP, Offeror shall, upon award of the contract, furnish proof of compliance with the following requirements of HRS §103D-310(c) and §3-122-112, Hawaii Administrative Rules (HAR):

1. HRS Chapter 237, tax clearance;
2. HRS Chapter 383, unemployment insurance;
3. HRS Chapter 386, workers' compensation;
4. HRS Chapter 392, temporary disability insurance;
5. HRS Chapter 393, prepaid health care; and,
6. One of the following:
 - a. Be registered and incorporated or organized under the laws of the State (hereinafter referred to as a "Hawaii business"); **or**
 - b. Be registered to do business in the State (hereinafter referred to as a "compliant non-Hawaii business").

20.700 Hawaii Compliance Express (HCE)

The HCE is an electronic system that allows vendors/contractors/ service providers doing business with the State to quickly and easily demonstrate compliance with applicable laws. It is an online system that replaces the necessity of obtaining paper compliance certificates for DOTAX and IRS tax clearances, 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 Offeror's current compliance status as of the issuance date, and is accepted for both contracting and final payment purposes.

See website: <https://vendors.ehawaii.gov/hce/>
HCE certificate is required prior to any award of contracts.

20.800 Rules of Procurement

To facilitate the procurement process, various rules have been established as described in the following subsections.

20.810 No Contingent Fees

No Offeror shall employ any company or person, other than a bona fide employee working solely for the Offeror or company regularly employed as its marketing agent, to solicit or secure this contract, nor shall it pay or agree to pay any company or person, other than a bona fide employee working solely for the Offeror or a company regularly employed by the Offeror as its marketing agent, any fee commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award of a contract to perform the specifications of this RFP.

20.820 Restriction on Communication with State Staff

In order to provide equal treatment to all Offerors, questions shall be submitted in writing and answers shall be distributed to all who submitted a Notice of Intent to Proposal.

20.830 RFP Amendments

DOH reserves the right to amend the RFP any time prior to the closing date for the submission of the proposal.

20.840 Costs of Preparing Proposal

Any costs incurred by the Offerors for the development and submittal of a proposal in response to this RFP are solely the responsibility of the Offeror, whether or not any award results from this solicitation. The State of Hawaii, DOH, or MQD shall provide no reimbursement for such costs.

20.850 Disposition of Proposals

All proposals become the property of the Department. The successful proposal shall be incorporated into the resulting contract and shall be public record. The Department shall have the right to use all ideas, or adaptations to those ideas, contained in any proposal received in response to this RFP. Selection or rejection of the proposal shall not affect this right.

20.860 Rules for Withdrawal or Revision of proposal

A proposal may be withdrawn or revised at any time prior to, but not after, the deadline for submission of proposals, provided that a request in writing executed by an Offeror or its duly authorized representative for the withdrawal or revision of such proposal is filed with DOH before the deadline for receipt of proposals. The withdrawal of a proposal shall not prejudice the right of an Offeror to submit a new proposal prior to the deadline for receipt of proposals.

20.870 Independent Price Determination

The Department will require services from the awardee under this contract (Contractor) at a near-future point in time at no cost to the State of Hawaii or to DOH or MQD. Nevertheless, for information purposes only, State law requires that a bid shall not be considered for award if the price in the bid was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Offeror or with any competitor.

An Offeror shall include a certified statement in the proposal certifying that the proposal was arrived at without any conflict of interest, as described above. Should a conflict of interest be detected at any time during the term of the contract, the contract shall be null and void and the Offeror shall assume all costs of this project until such time that a new Offeror is selected.

20.880 Confidentiality of Information

If an Offeror seeks to maintain the confidentiality of sections of the technical proposal, each page of the section(s) should be marked as "Proprietary" or "Confidential." Proprietary or confidential information includes, but is not limited to, business, financial information, medical records, and beneficiary information. An explanation to DOH of how substantial competitive harm would occur if the information is released is required. An Offeror shall request in writing nondisclosure of designated trade secrets or other proprietary data considered confidential. Such data shall accompany the proposal, be clearly marked, and shall be readily separable

from the proposal in order to facilitate eventual public inspection of the non- confidential portion of the proposal. DOH shall maintain the confidentiality of the information to the extent allowed by law. Blanket labeling of the entire document as "Proprietary," however, is inappropriate.

21.100 Acceptance of Proposals

DOH reserves the right to reject any or all proposals received or to cancel this RFP according to the best interest of the State.

DOH also reserves the right to waive minor irregularities in proposals providing such action is in the best interest of the State.

Where DOH may waive minor irregularities, such waiver shall in no way modify the RFP requirements or excuse an Offeror from full compliance with the RFP specifications and other contract requirements if the Offeror is awarded the contract.

DOH also reserves the right to consider as acceptable only those proposals submitted in accordance with all technical requirements set forth in this RFP and which demonstrate an understanding of the requirements. Any proposal offering any other set of terms and conditions contradictory to those included in this RFP may be disqualified without further notice.

21.200 Submission of Proposal

Each qualified Offeror may submit only one (1) proposal. More than one proposal shall not be accepted from any Offeror. The Offer Form (OF-1) shall be completed and submitted with the proposal (Appendix A). Proposals shall be submitted using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs. Failure to do so may delay proper execution of the contract. The authorized signature on the Offer form shall be an original signature in ink. If unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the Offeror's intent to be bound.

Proposals shall be submitted in the following manner: original proposal bound and three (3) additional bound copies and (1) complete electronic version in MS Word 2010 or lower or PDF, in a USB Flash Drive. Proposals shall be received by the DOH Issuing Officer no later than 2:00 p.m. HST, on the date identified in Section 20.100. Any proposals received after the deadline will be rejected and returned to the Offeror. Proposals shall be mailed or delivered to:

Keith Ridley
Department of Health
Office of Health Care Assurance
601 Kamokila Boulevard, Room 337
Kapolei, Hawaii 96707

The outside cover of the package containing the proposal shall be marked as follows:

RFP-OHCA-19-01-BC
Background Check
Proposal
(Name of Applicant)

Any amendments to the proposal shall be submitted in a manner consistent with this Section.

21.300 Proposal Opening and Inspection

During the proposal evaluation and award recommendation period, proposals shall not be available for inspection. Proposals shall not be opened publicly, but shall be opened in the presence of two or more Department and MQD officials. The register of proposals and Offeror's proposals shall be open to public inspection after a contract has been awarded and executed by all parties.

21.400 Disqualification of Offerors

An Offeror shall be disqualified and the proposal be automatically rejected for any one or more of the following reasons:

- Proof of collusion among Offerors, in which case all

proposals involved in the collusive action shall be rejected and any participant to such collusion shall be barred from future bidding until reinstated as a qualified Offeror;

- An Offeror's lack of responsibility and cooperation as shown by past work or services;
- An Offeror's being in arrears on existing contracts with the State or having defaulted on previous contracts;
- An Offeror's lack of proper license to cover the type of work contemplated, if required;
- An Offeror shows any noncompliance with applicable laws;
- An Offeror's delivery of proposal after the deadline specified in the advertisement calling for bids;
- An Offeror's failure to pay, or satisfactorily settle, all bills overdue for labor and material on former contracts with the State at the time of issuance of this RFP;
- An Offeror's lack of financial stability and viability;
- An Offeror's consistently substandard performance related to meeting the State's requirements from previous contracts;
- An Offeror's lack of sufficient experience to perform the work contemplated.

21.500 Irregular Proposals

Proposals shall be considered irregular and will be rejected for the following reasons including, but not limited to, the following:

- If either the transmittal letter or Offer Form is unsigned by an Offeror or does not include notarized evidence of authority of the officer submitting the proposal to submit such proposal;
- If the proposal shows any non-compliance with applicable law or contains any unauthorized additions or deletions, conditional bids, incomplete bids, or irregularities of any kind, which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning; or
- If an Offeror adds any provisions reserving the right to accept or reject an award, or enters into a contract

pursuant to an award, or adds provisions contrary to those in the solicitation.

21.600 Cancellation of RFP

The RFP may be cancelled and any or all proposals may be rejected in whole or in part, when it is determined to be in the best interest of the State, pursuant to Hawaii Administrative Rules (HAR) Section 3-122-95 through 3-122-96. The State shall not be liable for any costs, expenses, loss of profits or damages whatsoever, incurred by the Offeror in the event this RFP is cancelled or a proposal is rejected.

21.700 Additional Materials and Documentation

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

21.800 Award Notice

The notice of intended contract award, if any, shall be sent to the selected Offeror on or about the date specified in section 20.100.

The successful Offeror receiving an award shall enter into a formal written contract. No performance or payment bond is required for this contract.

No work is to be undertaken by the Contractor prior to the Implementation date. The State is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to the Implementation date.

Any agreement arising out of an offer is subject to the approval of the Department of Attorney General as to form and to all further approvals, including the approval of the Governor as required by statute, regulation, rule, order, or other directive.

Section 30 BACKGROUND AND DOH RESPONSIBILITIES

30.100 General Background

30.110 Overview

The Department of Health (DOH) is a state agency that has four administrations that function to coordinate and administer specific programs.

The four divisions under DOH are the following:

1. Administrative Offices: Includes the Human Resources Office (HRO), Administrative Services Office (ASO), Health Information Services Office (HISO), Office of Health Status Monitoring, Office of Planning, Policy and Program Development, Office of Affirmative Action, and District Health Offices;
2. Health Resources Administration: Includes the Office of Health Care Assurance (OHCA), Chronic Disease Prevention & Health Promotion Division, Communicable Disease & Public Health Nursing Division, Disease Outbreak Control Division, Emergency Medical Services & Injury Prevention System Branch, and Family Health Services Branch;
3. Behavioral Health Administration: Includes Adult Mental Health Division, Child and Adolescent Mental Health Division, Alcohol and Drug Abuse Division, and Developmental Disabilities Division; and
4. Environmental Health Administration: Includes Compliance Assistance Office, Environmental Planning Office, Environmental Resources Office, Hazard Evaluation and Emergency Response, Environmental Management Division, Environmental Health Services Division, and State Laboratories Division.

The Department has statutes and administrative rules requiring criminal history record and background checks or criminal history record checks or background checks for its service providers or

employees to help ensure the health, safety, and well-being of its clients. This RFP is requesting background check services as described in Section 10.100.

30.120 Goals and Objectives

The goal of this service is to ensure the health, safety and well-being of patients, residents, clients or others served by the Department or by its contracted, licensed or certified healthcare providers by conducting background checks on employees, volunteers, or healthcare service professionals or staff who care for them. The objectives of this service are to:

1. Complete the background checks within seven (7) calendar days of receipt of a completed background check application from background check applicant;
2. Conduct the background checks in the most expedient, convenient manner possible, taking into account matters of time, distance, physical conditions, and resources of the Department and of the persons or entities in need of the background checks;
3. Conduct the first level review of appeal in the event a person or entity receives an unacceptable background check result and submits an appeal of the result pursuant to Department procedures; and
4. Interface with the Hawaii Background Check System (HI BCS): At a minimum, the selected Contractor shall interface with the HI BCS to provide the following information in a manner approved by the Department:
 - i. The date when a background check application is received and the name and other identifying information on the background check applicant;
 - ii. The date when the applicant is fingerprinted;
 - iii. The date when the background check determination is made and the result of the background check;
 - iv. The date an appeal is received; and
 - v. The date an appeal determination is made and the result of the appeal.

The Contractor shall call a web service within the HI BCS to provide this information. Real-time response is highly preferable but overnight processing would be acceptable. The web service definition within HI BCS will be available to the selected Contractor no later than the contract award date.

30.200 Definitions/Acronyms

Abuse - Any of the following, separately or in combination:

- Physical abuse;
- Psychological or emotional abuse;
- Sexual abuse;
- Financial exploitation;
- Caregiver neglect; or
- Self-neglect;

Abuse does not include physical, psychological, or financial conditions that results when a vulnerable adult seeks, or when a caregiver provides or permits to be provided, treatment with the express consent of the vulnerable adult or in accordance with the vulnerable adult's religious or spiritual practices.

Adult - A person eighteen (18) years of age or older.

Adverse Action - The denial of a background check applicant to obtain a license or certificate from the DOH or MQD or to obtain employment or a contract with the Department.

Affordable Care Act of 2010 (ACA) – Federal legislation that, among other things, puts in place comprehensive health insurance reforms.

Appeal - A request for review of an action.

Applicant - A person or entity who is applying for a background check. Based on context, an Applicant may also mean a person or entity seeking licensure or certification to operate a healthcare facility, or a person or entity seeking part-time or full- time employment or contract or sub-contract with the department. If

the applicant is an entity, the term "applicant" shall also include its principals, directors, partners, managers, agents, and representatives to the extent that any of these individuals will have access to or contact with clients, their finances, assets, personal property, medical records, or individually identifiable information.

APS Check - A review of Adult Protective Services registry to determine if a background check applicants has a confirmed allegation of vulnerable adult abuse.

Authorized Recipient - (1) a nongovernmental entity authorized by federal statute or federal executive order to receive Criminal History Record Information (CHRI) for noncriminal justice purposes, or (2) a government agency authorized by federal statute, federal executive order, or state statute which has been approved by the United States Attorney General to receive CHRI for noncriminal justice purposes. DOH OHCA and DHS MQD are Authorized Recipients.

Background Check- A process that includes criminal history record check and registry checks, including but not limited to APS, CAN and CNA.

CAN Check - A review of Child Abuse and Neglect registry to determine if a background check applicants has a confirmed allegation of child abuse and/or neglect to a child.

Certified Nurse Aid (CNA) Check - A review of CNA registry to determine if a CNA is eligible to work at a nursing facility or other Medicare certified health care organization.

Child - A person under eighteen (18) years of age.

The Centers for Medicare & Medicaid Services (CMS) – The Centers for Medicare & Medicaid Services of the U. S. Department of Health and Human Services.

Contract - Written agreement between the DOH and the Contractor that includes the State's Agreement, general conditions, any special conditions and/or appendices, this RFP, including all attachments and addenda, and the Contractor's proposal.

Criminal History Record Information (CHRI) - Information collected by criminal justice agencies on individuals consisting of identifiable descriptions and notations of arrests, detentions, indictments, or other formal criminal charges, and any disposition arising therefrom, including acquittal, sentencing, correctional supervision, or release; but does not include identification information such as fingerprint records if such information does not indicate involvement of the individual with the criminal justice system.

Department of Human Services (DHS) – State of Hawaii, Department of Human Services.

Department of Health (DOH) – State of Hawaii, Department of Health.

Direct Patient Access Employee - Means any individual, including a volunteer, who has direct access to a patient or resident of a healthcare facility (or direct access to a patient's belongings) including but not limited to physicians, nurses, nursing assistants, home health aides, therapists, activities personnel, and support staff (i.e. housekeeping, dietary, etc.).

Federal Bureau of Investigation (FBI) - A Federal agency that maintains criminal history in its Criminal Justice Information Services (CJIS) Division.

Criminal History Record Check - An authorized noncriminal justice fingerprint-based search of the state criminal history record repository and the FBI system.

Fitness determination – the results of a background check that determine qualification for employment, contract, licensure, or certification.

Green light determination - A fitness determination where the applicant's background check results meet the criteria established by the DOH for employment by the Department or a licensed or certified Medicare or Medicaid healthcare provider or a state licensed healthcare provider, or to become licensed or certified by the Department or by MQD, or to be eligible to contract with the Department.

Hawaii state criminal history check includes:

- 1) A fingerprint-based search of the Hawaii Automated Fingerprint Identification System (AFIS) database maintained by the Hawaii Criminal Justice Data Center (fingerprint data is sent simultaneously to AFIS when the FBI check is performed); and
- 2) A name search of the Hawaii Criminal Justice Information System (CJIS-Hawaii) database, done via a networked personal computer terminal with results (arrest and/or conviction data) viewed at the terminal (computer monitor).

Health Care Facility - A facility, setting, or agency licensed or certified by the department of health that provides mental health or health care services or living accommodations to individuals, such as a skilled nursing facility, intermediate care facility, adult residential care home, expanded adult residential care home, assisted living facility, home health agency, home care agency, hospice, adult day health center, special treatment facility, therapeutic living program, intermediate care facility for individuals with intellectual disabilities, hospital, rural health center, community care foster family home, home and community-based case management agency, adult day care center, developmental disabilities domiciliary home, adult foster home for individuals with developmental disabilities, community mental health center, and rehabilitation agency.

Home and Community-Based Services (HCBS) - Medicaid providers who are offering services in the community to Medicaid clients. Examples include personal care attendants, adult day care and skilled nursing.

Medicaid - A federal/state program authorized by Title XIX of the Social Security Act, as amended, which provides federal matching funds for a Medicaid program for members of federally aided public assistance and Supplemental Security Income (SSI) benefits and other specified groups. Certain minimal populations and services must be included to receive Federal financial participation (FFP); however, states may choose to include certain additional populations and services at State expense and also receive FFP.

Medicaid beneficiary - Any person determined eligible by the DHS to receive medical services under the DHS Medicaid programs.

Medicare - A federal program authorized by Title XVIII of the Social Security Act, as amended, which provides health insurance for persons aged 65 years and older and for other specified groups. Part A of Medicare covers hospitalization; Part B of the program covers outpatient services and is voluntary, and Part D of the program covers prescription drugs and is voluntary.

Med-QUEST Division (MQD) – The State entity responsible for administering the Medical Assistance programs under the State of Hawaii, Department of Human Services, for the State.

Office of Health Care Assurance (OHCA) - An office in the Department of Health responsible for state licensing survey and Medicare certification of health care facilities and other provider organizations.

Provider - An individual, agency, organization, or facility responsible for the provision of health services.

Red light determination - A fitness determination where the applicant's background check results do not meet the criteria established by the DOH and MQD.

30.300 Overview of Medical Assistance in Hawaii

The Med-QUEST Division (MQD) is the unit within the Department of Human Services (DHS) that administers Hawaii's medical assistance programs. Medicaid, a federal and state partnership program created by Congress in 1965, provides medical assistance benefits to qualified uninsured and underinsured through the QUEST Integration (QI) program.

Together, Medicaid covers approximately 343,101 individuals. In addition to asset and income limits, the basic eligibility requirements for Medicaid include being 1) a U.S. citizen or qualified alien; 2) a Hawaii resident; and 3) not residing in a public institution such as prison or the State psychiatric hospital. Different eligibility categories such as pregnant women and children have different income thresholds and are not subject to an asset limit.

MQD also administers at this time two state-funded programs. The first is a state-funded aged, blind, and disabled (ABD) program for certain lawfully present non-pregnant adults who are ineligible under Medicaid. The second for the Breast and Cervical Cancer

program. The MQD retains the ability to add new State funded programs. Eligibility requirements are the same as for Medicaid, but there is no U.S. citizenship requirement. Eligible persons are placed in the QI managed care health plans. Federal dollars are not claimed for these eligibility groups.

30.400 Overview of Department of Human Services (DHS) Responsibilities

MQD is the organizational unit within DHS that is responsible for the operation and administration of the medical assistance programs including QI, CCS, dental and SHOTT programs. For purposes related to this RFP, the basic functions or responsibilities of MQD include:

- Developing and defining the medical, behavioral health benefits, and Long Term Services and Support (LTSS) to be provided by the capitated, managed care health plans;
- Developing the rules, policies, regulations and procedures to be followed under the QI programs;
- Negotiating and contracting with selected medical, behavioral health, and carve-out plans;
- Determining initial and continued eligibility of beneficiaries;
- Enrolling and disenrolling beneficiaries;
- Monitoring the quality of services provided by the plans and its providers;
- Reviewing and analyzing utilization of services and reports provided by the health plans;
- Handling unresolved beneficiary grievances with the health plans and providers;
- Monitoring the financial status of all medical assistance programs administered by the Department;
- Analyzing the effectiveness of QI and SHOTT in meeting its objectives;

- Providing beneficiary information to its contractors;
- Managing Kauhale On-Line Eligibility Assistance (KOLEA);
- Managing Hawaii Prepaid Medical Management Information System (HPMMIS);
- Providing monthly capitation payments to managed care health plans;
- Managing the fiscal agent functions; and
- Managing State of Hawaii Organ and Transplant (SHOTT) Program.

30.500 Medical Assistance Programs

30.510 QUEST Integration

In its efforts to increase access to health care and control the increase in health care expenditures, the State of Hawaii implemented on January 1, 2015, Hawaii QUEST Integration (QI). QI is a statewide Medicaid demonstration project (Section 1115 waiver) that provides medical and behavioral health services through competitive managed care delivery systems.

QI participants include individuals who are:

- Pregnant Women
- Children (under 19)
- Foster children (under 19)
- Parents and caretakers
- Adults (19 – 64)
- Aged (65 and older), Blind and Disabled

QUEST Integration incorporates separate health plans for the provision of medical services, specialized behavioral health services, and certain transplants for children and adults.

EPSDT services may be available at no cost to patient or family diagnosed to need medically necessary medical or intensive

behavior therapies or treatments.

30.520 Fee-For-Service Medicaid

The State's Fee-For-Service (FFS) program provides medical assistance to eligible individuals under Title XIX of the Social Security Act. The Fee-For-Service program is a state administered program, which receives federal funding for its expenditures. Under the current program, payments are made to providers based on the service rendered (fee-for-service).

Hawaii's FFS program is limited. The majority of its beneficiaries receive services through the QUEST Integration program.

30.600 Description of the Target Population to Be Served

Within DOH and MQD, each program served by this RFP has specific target groups of individual service providers and providers who must undergo background checks. During the course of this contract, it is possible that other target populations may be included in the scope of service.

Section 40 PROVISION OF SERVICES

40.100 Goals and Objectives

The goal of this service is described in Section 30.

40.200 Target Population

The target population is described in Section 30.900. During the course of this contract, it is possible that other target populations may be included in the scope of service.

It is possible that the volume of work required may change at any time.

40.210 Department of Health (DOH) and Department of Human Services (DHS), Med-QUEST Division (MOD)

The DOH and MOD require background checks on a variety of persons or entities, such as for home and community-based service (HCBS), Developmental Disabilities/Intellectual Disabilities (DD/ID) and long-term care providers, to meet their Medicaid provider eligibility and for their certification or licensure.

Background check is required for, but not limited to:

- HCBS providers such as Community Care Foster Family Homes (CCFFH), Case Management Agencies (CMA), and Adult Day Care Centers (ADCC), Adult Day Health, and Personal Care Attendants.
- Developmental Disabilities/Intellectual Disabilities (DD/ID) 1915(c) HCBS waiver provider's potential employees and employees.
- Direct patient access employees of long-term care facilities and providers, in accordance with the ACA, TITLE VI--TRANSPARENCY AND PROGRAM INTEGRITY, PART III--Improving Staff Training, Sec. 6201. Nationwide program for National and State background checks on direct patient access employees of long-term care facilities and providers. These providers include skilled nursing facilities, nursing facilities,

home health agencies, providers of hospice care, providers of adult day care, assisted living facilities, and intermediate care facilities (ICF) for the ID population.

- High risk providers, in accordance to 42 CFR 455. A provider or any person with a five (5) percent or more direct or indirect ownership in the provider, to comply with the background check requirements.
- Providers licensed by DOH including skilled nursing facilities, intermediate care facilities, adult residential care homes, expanded adult residential care homes, community care foster family homes, assisted living facilities, home health agencies, hospices, adult day health centers, adult day care centers, case management agencies, special treatment facilities, therapeutic living programs, intermediate care facilities for individuals with intellectual disabilities, domiciliary homes for the developmentally disabled, adult foster homes, hospitals, rural health centers, rehabilitation agencies, and medical cannabis dispensaries. Background checks are required for owners, operators, employees, contractors, adult volunteers, and other persons providing care or having access to residents, patients, or clients of any of these facilities.
- Other providers licensed by DOH, including but not limited to, Durable Medical Equipment and medical cannabis dispensaries providers.
- DOH employees, providers and subcontractors, in accordance to HRS 321-171.5.

The estimated approximate number of annual background checks for this group is as follows:

	Annually
FBI/CJIS	3,000
CAN	3,000
APS	3,000

Estimates of approximate number of annual background checks per year is provided below:

Provider-type	FBI/CJIS	CAN	APS
Skilled Nursing Facility/Nursing Facility	7,500	7,500	7,500
Home Health	1,300	1,300	1,300
Hospice Care	450	450	450
Adult Day Care	475	475	475
Assisted Living	1,100	1,100	1,100
ICF for ID	1,800	1,800	1,800
Total	12,625	12,625	12,625

In addition, background checks are also required for the Respite Companion Program, Senior Companion Program and Foster Grandparent Program under Department of Human Services, Social Services Division.

The frequency for criminal history checks for these providers is as follows:

Agency/ Service	FBI and State Fingerprint Check		Name Search-CJIS (eCrim)			APS Screen			CAN Screen		
	Prior to starting	Within 12 months	Prior to starting	Within 12 months	There- after	Prior to starting	Within 12 months	There- after	Prior to starting	Within 12 months	There- after
Frequency based upon new employment											
HCBS providers	X	X	X	X	Bi- annual	X	X	Bi- annual	NA	N/A	N/A
CMAs	X	X	X	X	Bi- annual	X	X	Bi- annual	N/A	N/A	N/A
Adult Day Care	X	X	X	X	Bi- annual	X	X	Bi- annual	N/A	N/A	N/A
Respite Companion Program	X	X	X	X	Bi- annual	X	X	Bi- annual	N/A	N/A	N/A
Senior Companion and Foster Grandparent Programs	X	X	X	X	Bi- annual	X	X	Bi- annual	X	X	Bi- annual
DD/ID Providers	X	X	X	X	Bi- annual	X	X	Bi- annual	X	X	Bi- annual

40.220 Department of Health (DOH)

The DOH employs approximately 3,500 individuals statewide and hires approximately 400 new employees per year due to regular staff turnover and retirement. The DOH will require background checks as a condition of employment for caregiver positions which provide direct care to clients. This will require background checks on as many as 1,165 DOH employees during the first year of the contracted background check program.

The DOH also licenses, certifies, or contracts with private or public organizations who provide healthcare services to the general public or to targeted populations.

The DOH Office of Health Care Assurance (OHCA) is the state regulatory agency responsible to license or certify all health care facilities, agencies, and organizations in Hawaii and to ensure their compliance with state licensure or certification laws. This responsibility is accomplished by thorough onsite survey inspections. The Office also conducts onsite Medicare certification surveys on behalf of Medicare under an 1864 Agreement with the U.S. Department of Health and Human Services, Centers for Medicare & Medicaid Services (CMS). In this way, the Office serves frail or elderly or disabled adults or other individuals in a variety of settings including skilled nursing facilities, intermediate care facilities, adult residential care homes, expanded adult residential care homes, community care foster family homes, assisted living facilities, home health agencies, hospices, adult day health centers, adult day care centers, case management agencies, special treatment facilities, therapeutic living programs, intermediate care facilities for individuals with intellectual disabilities, domiciliary homes for the developmentally disabled, adult foster homes, hospitals, rural health centers, rehabilitation agencies, and medical cannabis dispensaries. Background checks are required for owners, operators, employees, contractors, adult volunteers, and other persons providing care or having access to residents, patients, or clients of any of these facilities.

According to the State Data Book, there were over 21,000 persons employed at Hawaii's hospitals, nursing homes and residential care facilities. Conservatively, it is anticipated that DOH will need

approximately 2,000 to 5,000 background checks initially and 1,000 background checks annually thereafter.

The DOH Behavioral Health Administration consists of the Adult Mental Health, Child and Adolescent Mental Health, and Developmental Disabilities Divisions. Together or separately, they contract with a total of approximately 200 private health care organizations to provide direct health care, housing or case management services to the DOH behavioral health clientele. These private organizations are responsible to determine the number of caregivers necessary to provide care but the total numbers could be several hundred if not thousands of individuals who would require background checks.

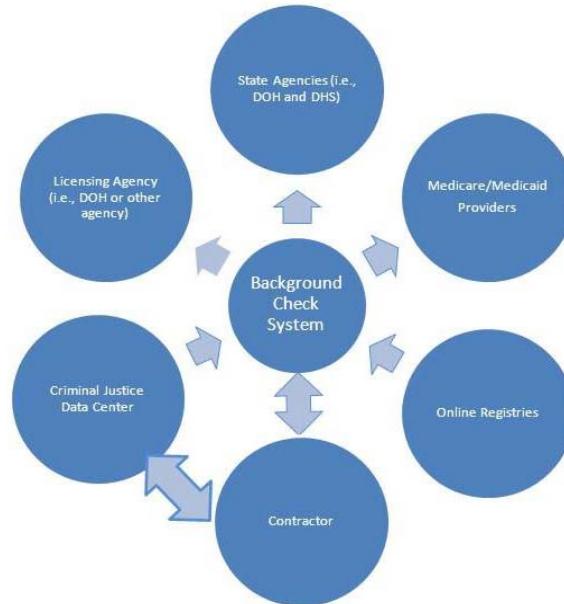
40.300 Background Check System

40.310 Background

The current background check system uses a contractor to conduct the background checks in order to make fitness determinations using DOH and MQD criterion. In addition, DOH and MQD desire that fitness determination results be portable, meaning that fitness determination results may be viewed by multiple employers rather than requiring multiple background checks on the same person for multiple employers. In other words, once a background check is performed on a potential employee, it does not need to be repeated for a subsequent employer.

OHCA and MQD developed the Hawaii Background Check System (HI BCS) under a grant from CMS National Background Check Program (NBCP) and working closely with a CMS contractor and information technology subcontractor. Some aspects of the HI BCS are anticipated to be completed by December 2018. The Department and MQD highly desire a Contractor who is able to manage and utilize the HI BCS to conduct background checks under this contract. Below is a diagram of how the HI BCS works.

Hawaii Proposed Criminal History Record Check System



Until the completion of the electronic system described above, the Contractor shall develop a system consistent with requirements described in this RFP to perform criminal history record checks on employees and potential employees who perform services for Medicaid beneficiaries. In addition, the Contractor shall be able to adapt their system effectively to work on concert with the Statewide criminal history record check system being developed.

40.320 Proposed System Description

Preferred Background Check System for Use by Contractor: This RFP requests the Offeror to submit a proposal that includes the Contractor's use of the state's Background Check System to conduct background checks.

The Applicant or prospective employer will input data from the potential employee (background check applicant) into the background check system. The provider will be able to screen the potential employee against several online registries to include,

but is not limited to, the Office of Inspector General (OIG), Nurse Aid Registry (NAR), and both the National Sex Offender Public Website (NSOPW) and Hawaii-based Sex Offender Registry that is part of the Hawaii Criminal Justice Data Center. The State may add future registries such as abuse and neglect of both adults and children.

After the provider has determined that the potential employee has passed the initial registries, the potential employee will be scheduled to be fingerprinted for both FBI and State criminal histories. Fingerprinting will occur through a contractor that is contracted with the Department through this RFP.

Once the potential employee has obtained a clearance from both State and National sources, the Contractor shall identify this employee in the system as green lighted. Thereafter, any future employers may use this clearance to determine employability for a period of time as determined by the Department.

Alternate Background Check System for Use by Contractor: This RFP allows the Offeror to submit a proposal that uses the Offeror's own private background check system to conduct background checks. However, the Offeror shall confirm in its response to this RFP its understanding that the Offeror's private background check system complies or will comply with all federal and state security requirements prior to the contract effective date and shall complete all required components of the background check as required in this RFP, and shall interface with the state's Background Check System to provide information as stipulated in Section 40.410 of this RFP.

In addition, at a minimum, the selected Contractor shall interface with the Hawaii Background Check System (HI BCS) to provide the following information in a manner approved by the Department:

- i. The date when a background check application is received and the name and other identifying information on the background check applicant;
- ii. The date when the applicant is fingerprinted;
- iii. The date when the background check determination is made and the result of the background check;
- iv. The date an appeal is received; and
- v. The date an appeal determination is made and the result of

the appeal.

The Contractor shall call a web service within the HI BCS to provide this information. Real-time response is highly preferable but overnight processing would be acceptable. The web service definition within HI BCS will be available to the selected Contractor no later than the contract award date.

40.400 Scope of Services

40.410 Summary of Responsibilities

The selected Contractor's responsibilities are to:

1. Complete the background checks within seven (7) calendar days of receipt of a completed background check application from background check applicant (Turn-Around Time). The completed background check application means an application received by Contractor that contains all information required on the application, current and past residences, and fingerprints necessary for Contractor to conduct background checks;
2. Conduct the background checks in the most expedient, convenient manner possible, taking into account matters of time, distance, physical conditions, and resources of the Department and of the persons or entities in need of the background checks;
3. Conduct the first level review of appeal in the event a person or entity receives an unacceptable background check result and submits an appeal of the result pursuant to Department procedures.
4. Notwithstanding the foregoing, the turn-around time excludes circumstances beyond Contractor's control, including: (i) delays due to applications submitted with incomplete information; (ii) Contractor needing to contact DOH or the applicant or the applicant's current or prospective employer for additional information; (iii) requests from DOH to extend processing times or keep cases open; (iv) delays due to research sources' (FBI,

court, school, employer, etc.) failure to respond to written requests from Contractor in a timely manner; (v) delays in obtaining information from a research source due to the source being no longer in operation, unavailable or otherwise slow to respond to requests; or (vi) delays due to a research source requiring information requests or results, or both, be submitted via U.S. Mail (as opposed to fax, email or other expedited methods). If such extenuating circumstances occur, the CONTRACTOR shall immediately notify DOH of the delay in the turn-around time and keep DOH informed as to when the delayed task is completed.

The Contractor is responsible for the following functions:

- Receipt of background check applications;
- Check all variations of applicant's name, i.e., prefixes, suffixes, numerical, hyphenated, order of hyphenated names, etc., to ensure accurate identification and conduct background checks on all variations to ensure completeness;
- Fingerprint collection;
- Transmission of fingerprints to and receipt of criminal history record check information from HCJDC;
- Registry checks for CAN, APS, CNA, and other registries as may be added in the future by the Department;
- Fitness determination;
- Communication of fitness determination to both background check applicant and provider;
- Capable to respond to system users;
- Appeals process;
- Collection of fees from the background check applicant;
- Payment of access fees to the HCJDC or FBI databases; and
- Transmit information as described in subparagraph 40.410 into the HI BCS.

Services shall be provided Statewide to include the islands of Lanai and Molokai.

40.420 Fingerprint Collection

Fingerprints shall be obtained on a live scan or other electronic biometric reader machine (hereafter referred to as live scan machines) that is on the FBI Next Generation Identification

Certified Products List, which may be found at <https://www.fbi/osp/peccs.cjis.gov/Certifications>. The Contractor shall utilize their own live scan machines or subcontract this function consistent with subcontractor responsibilities found in Section 51.100. Live scan machines shall be accessible to a background check applicant. The Contractor shall have the minimum number of locations for obtaining fingerprint collection identified below:

Island	Number of Locations	Required Locations
Hawaii	2	Hilo and Kona
Kauai	1	Lihue area
Maui	1	Wailuku area
Oahu	4	Honolulu - at least two locations; West, central, or windward areas

In addition, Contractor may utilize portable devices to obtain fingerprints from larger providers.

An exception to use of live scan machines may be made for a background check applicant on the islands of Lanai and Molokai. Fingerprints may be obtained through the local police station on these islands on a hard card for processing. The hard card shall be sent to the Contractor who will in turn electronically send them to the HCJDC in an ANSI/NIST formatted electronic file format that meets the current State and FBI's Electronic Biometric Transmission Specifications (EBTS) Standards.

40.430 Transmission of fingerprints to and receipt of criminal history record check information from HCJDC

The live scan fingerprints shall be sent to HCJDC electronically in an ANSI/NIST formatted electronic file format that meets the current State and FBI's Electronic Biometric Transmission Specifications (EBTS) Standards. In response to a fingerprint-based criminal history record check request, HCJDC shall provide state criminal history record information as report to, processed, and contained in its systems. The HCJDC shall also act as an

intermediary between the Authorized Recipient and the FBI, and secure federal and multi-state criminal history record information as may be available to the Authorized Recipient under federal laws and regulations. The results shall be made available to the Contractor for fitness determination.

40.440 Registry checks for CAN, APS, CNA, and Other

In addition to obtaining fingerprints, the Contractor shall perform or obtain CAN and APS registry checks on all background check applicants. These registries are available for review at or through the Social Services Division of the Department of Human Services (SSD) in Honolulu. The SSD shall have a desk, computer, and telephone available for the Contractor to use for APS and CAN registry checks. The ability to access these registries remotely by computer may be allowed in the future by SSD pursuant to state law.

CNA registry checks shall also be performed. This registry is available through the American Red Cross - Hawaii State Chapter website to verify the suitability of a CNA for employment.

Other registry checks include Office of Inspector General (OIG), Nurse Aid Registry (NAR), and both the National Sex Offender Public Website (NSOPW) and Hawaii-based Sex Offender Registry that is part of the Hawaii Criminal Justice Data Center.

40.450 Fitness determination

The Contractor shall use the criminal history record information (CHRI) provided by the HCJDC and the registry checks for fitness determination. Fitness determination shall be made as either green light or red light. The Contractor shall utilize the standards listed in see Appendix I to make the fitness determination.

Fitness determination shall be processed within seven (7) calendar days from receipt of the completed background check application.

Once the fitness determination is made, the Contractor shall destroy CHRI and registry check information in accordance with the timeframes established. For fitness determinations of green light, CHRI and registry check information shall be destroyed

within twenty-four (24) hours or next business day. For fitness determination of red light, CHRI and registry check information shall be maintained for forty (40) calendar days for an appeal to be filed.

If an appeal is not filed within thirty (30) calendar days of written communication being mailed to both background check applicant and provider, then CHRI and registry check information shall be destroyed within twenty-four (24) hours or next business day.

If an appeal is filed, CHRI and registry check information shall be maintained until the end of appeal process but no less than one-hundred eighty (180) days to allow for time for the appeal determination from the contractor, DOH and MQD.

40.460 Communication of fitness determination to both background check applicant and provider

Once the fitness determination is made, the Contractor shall send a written acknowledgement to both the background check applicant and the provider regarding the determination. The letter to the provider shall only include whether the background check applicant is able to remain employed or be hired. The letter to the background check applicant shall include the grounds for determining them unable to remain employed or be hired (i.e., reasons for a red light determination).

Both provider and background check applicant written communication shall include appeal rights described in Section 40.470.

40.470 Appeals process

If a background check applicant does not agree with the results of the fitness determination, they are allowed to request a review by an exemption panel. The panel will review the results as well as any additional information as requested by the panel. This information is used to match against the standards to determine if the results (i.e., red light) need to be revised.

Individuals have thirty (30) calendar days to request an appeal of

a fitness determination. Appeals shall be sent by the background check applicant in writing to the Contractor. Upon receipt of an appeal request, the Contractor shall send an acknowledgement within five (5) business days of receipt. The acknowledgement letter shall describe that the appeal process shall be completed within forty-five (45) calendar days of receipt of the appeal request and shall be based upon submission of information for review to revise initial determination.

The Contractor shall convene an exemption panel consisting of three (3) professional multi-disciplinary team members to review the request. The panel shall include individuals in at least two different professions with backgrounds in criminal justice, legal and/or therapeutic mental health field. The panel shall consider the following:

- The relevancy of the individuals conviction record to the qualifications, functions, and duties of the direct service provider position the individual wishes to fill;
- Passage of time since the crime was committed; and
- Any evidence of rehabilitation such as letters from counselors or therapists attesting to a sustained improvement in the individual's behavior, character references, and activities since conviction such as employment.

A single factor may not be evidence of rehabilitation. If necessary, the panel should request additional information from the individual seeking the exemption. Individuals requesting exemptions shall be informed in writing of the panel's decision within forty-five (45) calendar days from the date that the appeal is submitted. The panel may extend the forty-five (45) calendar days with cause and written explanation to the individual seeking the exemption.

Individuals who are dissatisfied with the panel's decision on their exemption request may appeal the panel's decision to the Department or MQD within thirty (30) days of the written communication of the panel's decision.

In addition, if the individual questions the validity of any of background check results, the individual will be directed by the

Contractor to the agency providing the background check information to resolve the problem.

40.480 Collection of fees

The Contractor is responsible for collection of fees for processing of background checks. The required fees are listed below and will be paid to the appropriate agency:

Fingerprinting: FBI and State fingerprint-based check - \$42.00 for all islands (\$12.00 for FBI and \$30.00 for State). Fees are subject to change.

APS check- \$11.00. Fees are subject to change.

CAN check- \$11.00. Fees are subject to change.

HI BSC System Maintenance and Notification Fee – Fee to be determined following completion of the HI BCS system and is subject to change.

In addition to the fees to be collected listed above, the Contractor will be allowed to add an administrative fee for the costs of providing services under this contract. The Contractor shall propose these administrative fees in Business Proposal. The Business Proposal shall include, but is not limited to, Personnel Costs, Non-Personnel Costs, Budget, and applicable background check fees (Section 70.570).

The Contractor shall establish an electronic system for collection of fees that allows a receipt to be generated. This system shall allow for both credit card payment as well as establishing an invoicing methodology for larger providers or State agencies.

40.500 **Additional Requirements**

40.510 Outsourcing Standard

The Outsourcing Standard is a document approved by the Compact Council after consultation with the United States Attorney General which is to be incorporated by reference into a

contract between the State and a contractor. The Outsourcing Standard authorizes access to CHRI, limits the use of the information to the purposes for which it is provided, prohibits retention and/or dissemination except as specifically authorized, ensures the security and confidentiality of the information, provides for audits and sanctions, provides conditions for termination of the contract, and contains such other provisions as the Compact Council may require. More information on the Compact Council may be found at <https://www.fbi.gov/services/cjis/compact-council>.

The Contractor shall follow all requirements identified in the most recent version of the FBI's Outsourcing Standard from November 6, 2014, found in Appendix J. However, the Contractor shall update their operational procedures within thirty (30) days of notification of successor versions of the Outsourcing Standard and the FBI CJIS Security Policy, whichever version is released first. In addition, the DOH shall notify Contractor of such changes or updates, within thirty (30) calendar days of changes or updates to the Outsourcing Standard or FBI CJIS Security Policy. The updated version of the Outsourcing Standard shall replace the version in Appendix J.

40.520 Adequate staff to perform contract functions

The Contractor and staff that work for the Contractor shall undergo a State of Hawaii criminal conviction only check which may be done by eCrim. Only staff members that meet fitness determination will be able to work for the Contractor.

The work involved in conducting background checks is essentially of a clerical nature. This contract will also require appropriate supervisory and management staff to handle various administrative responsibilities.

The Contractor selected to provide services of this RFP shall recruit, hire, guide, and supervise the necessary staff to operate this project giving due consideration to the anticipated work volume. The average approximate time needed to complete an FBI fingerprint scan is 15 - 30 minutes; and to complete a name search using the DHS CPSS and CJIS-Hawaii systems, approximately 10-15 minutes.

The State shall provide training on the use of the computers on access to the various State and DHS electronic databases used in background checks processes.

40.530 Scheduling of background check applicants to have their fingerprints obtained

The Contractor shall utilize an electronic system for scheduling appointments with background check applicants to have their fingerprints obtained.

The Contractor shall provide the background check services during normal State office hours, from 7:45 a.m. to 4:30 p.m., Monday through Friday, excluding State holidays. The Contractor may also be required to provide services during other days and hours to meet background check service needs.

40.540 Record keeping

An up-to-date log concerning dissemination of CHRI shall be maintained by the Contractor for a minimum one year retention period. This log must clearly identify: (A) The background check applicant and the provider; (B) the information disseminated; (C) the date of dissemination; and (D) the means of dissemination.

Notwithstanding Section 40.410, the Contractor shall maintain logs for fitness determinations for a minimum of one year retention period. This log must clearly identify: (A) The background check applicant and the provider; (B) the fitness determination disseminated (i.e. green or red light); (C) the date of dissemination; (D) the means of dissemination; and (E) all other information identified in Section 40.

If CHRI is stored or disseminated in an electronic format, the Contractor shall protect against any unauthorized persons gaining access to the equipment and any of the data. In no event shall responses containing CHRI be disseminated other than as governed by the Outsourcing Standard established by the FBI or more stringent contract requirements.

All access attempts are subject to recording and routine review

for detection of inappropriate or illegal activity.

The Contractor's system shall be supported by a documented contingency plan as defined in the FBI CJIS Security Policy and approved by the HCJDC.

40.550 Develop operational procedures for assuring the scope of services are conducted in accordance with contract requirements

The Contractor shall develop operational procedures that assure that the scope of services described in this RFP is met. The Contractor shall submit their operational procedures to the DOH for review and approval no later than forty-five (45) days prior to Implementation described in Section 20.100.

40.560 Security Program

The Contractor shall develop, document, administer, and maintain a Security Program (Physical, Personnel, and Information Technology) to comply with the most current Outsourcing Standard and the most current FBI *CJIS Security Policy*. The Security Program shall describe the implementation of the security requirements described in the FBI Outsourcing Standard and the FBI *CJIS Security Policy*. In addition, the Contractor is also responsible to set, maintain, and enforce the standards for the selection, supervision, and separation of personnel who have access to CHRI. The FBI shall provide the written approval of the Contractor's Security Program.

The requirements for a Security Program should include, at a minimum:

- a) Description of the implementation of the security requirements described in the FBI Outsourcing Standard and the CJIS Security Policy.
- b) Security Training
- c) Guidelines for documentation of security violations
- d) Standards for the selection, supervision, and separation of personnel with access to CHRI.

**If the Contractor is using a corporate policy, it must meet the

requirements outlined in the FBI Outsourcing Standard and the *CJIS Security Policy*. If the corporate policy is not this specific, it must be revised to provide enough detail where the documentation supports these requirements.

The Contractor shall be accountable for the management of the Security Program. The Contractor shall be responsible for reporting all security violations of the FBI Outsourcing Standard to the DOH.

The Contractor shall develop a Security Training Program for all Contractor personnel with access to CHRI prior to their appointment/assignment. The DOH shall review and provide to the Contractor written approval of the Contractor's Security Training Program. Training shall be provided upon receipt of notice from the DOH on any changes to federal and state laws, regulations, and standards as well as with rules, procedures, and standards established by the Compact Council and the United States Attorney General. Annual refresher training shall also be provided and is required to be completed by the Contractor.

The Contractor shall annually, not later than the anniversary date of the contract, certify in writing to the DOH that annual refresher training was completed for those Contractor's personnel with access to CHRI.

The Contractor shall make its facilities available for announced and unannounced audits performed by the DOH, MQD, the HCJDC, or the FBI on behalf of the Compact Council.

The Contractor's Security Program is subject to review by the DOH, MQD, the HCJDC, and the FBI CJIS Division. During this review, provision will be made to update the Security Program to address security violations and to ensure changes in policies and standards, as well as changes in federal and state law, are incorporated.

40.570 Oversight and Monitoring

The contract will be monitored by the Department in accordance with requirements set forth in Chapter 103D, Hawaii Revised Statutes. Contract monitoring may include site visits with

comprehensive evaluation of performance areas, including review of conformance with contractual requirements, agency personnel files, staff meeting minutes, training activities, review of periodic program reports and other such activity. The Contractor is responsible for keeping comprehensive program reports available for monitoring by Department staff.

The Contractor must maintain throughout the term of the contract, a system of self-appraisal and program evaluation to determine the effectiveness of the activities provided in service delivery. The self-evaluation process must include tools or instruments used to identify program achievements and any necessary program corrective action.

Monthly Reporting

The Contractor shall submit reports monthly to the DOH on the last day of the month or next business day. These reports shall consist of:

- Number of background check applicants who were scheduled for fingerprinting and those that were processed for criminal history record check by provider agency by island (for the island of Hawaii, separated by East and West Hawaii);
- Number that were processed within fourteen (14) calendar days;
- Types of screens performed (i.e., FBI and State criminal history record check; CAN screen; APS screen; and CNA screen);
- Number of background check applicants whose fitness determination was green light;
- Number of background check applicants whose fitness determination was red light; and
- Fees collected for each activity.

Reports shall be provided on a format provided by the DOH.

Annual on-site

DOH shall perform annual on-site monitoring to assure contract compliance with the Outsourcing Standard and the FBI's *CJIS*

Security Policy.

Follow-Up by Contractor/Corrective Action Plans/Policies and Procedures

The DOH shall provide a report of findings to the Contractor after completion of each review.

Unless otherwise stated, the Contractor shall have thirty (30) days from the date of receipt of a DOH report to respond to the DOH's request for follow-up (e.g., actions, information, etc.). The Contractor's response shall be in writing and address how the Contractor resolved the issue(s). If the issue(s) has/have not been resolved, the Contractor shall submit a corrective action plan including the timetable(s) for the correction of problems or issues to DOH. In certain circumstances (i.e., concerns or issues that remain unresolved or repeated from previous reviews or urgent quality issues), DOH may request a ten (10) day plan of correction as opposed to the thirty (30) day response time allowed for follow-up responses.

The Contractor shall submit the most current copy of any policies and procedures requested. In the event the Contractor has previously submitted a copy of a specific policy or procedure and there have been no changes, the Contractor shall state so in writing and include information as to when and to whom the policy and procedure was submitted. If there are no formal policies or procedures for a specific area, the Contractor may submit other written documentation such as workflow charts or other documents that accurately document the actions the Contractor has or shall take.

SECTION 50 TERMS AND CONDITIONS

50.100 Contract Documents

The following documents form an integral part of the contract between the Contractor and DOH (hereafter collectively referred to as "the Contract"):

- Contract for Goods or Services: Competitive Sealed Proposals (form AG-004 Rev. 11/15/2005), including General conditions for Goods or Services Contracts (Form AG-008 see Appendix C), any special conditions, attachments and addenda;
- This RFP, including all appendices, attachments and addenda, which shall be incorporated by reference; and
- The Offeror's proposal submitted in response to this RFP form, which shall be incorporated by reference.

The contract shall be construed in accordance with the laws of the State of Hawaii.

The Contractor shall comply with all applicable laws, ordinances, codes, rules and regulations of the federal, state and local governments, that in any way affect its performance under the contract.

The Contractor shall pay all taxes lawfully imposed upon it with respect to the contract or any product delivered in accordance herewith. DOH makes no representations whatsoever as to the liability or exemption from liability of a Contractor to any tax imposed by any governmental entity.

The offer shall be executed by the State of Hawaii Department of Health in accordance with the Hawaii Revised Statutes, Chapter 103D, and the administrative rules promulgated thereunder.

50.200 Term of the Contract

This is a multi-term contract solicitation that has been deemed to be in the best interest of the State by the Director of the Department of Health. The contract term shall begin on November 1, 2019, or upon execution of the Contract, whichever is later and shall continue through June 30, 2024.

Unless terminated, the Contract shall be extended without the necessity of re-bidding, for not more than three (3) additional 12-month periods or parts thereof, upon mutual agreement in writing.

The Contractor acknowledges that other unanticipated uncertainties may arise that may require an increase or decrease in the original scope of services from the Contractor awarded this Contract. In the event that increase or decrease in services may be required, the Contractor agrees to enter into a supplemental agreement upon request by the DOH for the additional or decrease in work. The supplemental agreement may also include an extension of the period of performance.

Funding for these services will not be provided by the State. The Contractor is aware that payment for these services will be provided through other means (e.g., the applicant, etc.). Funding from a non-State source does not affect the State's rights or the Contractor's rights under this Contract. The State must notify the Contractor, in writing, at least sixty (60) days prior to the expiration of the Contract.

50.300 Contractor's Progress

On-site reviews will be conducted by the DOH to verify the accuracy and appropriateness of information provided by Contractor in their proposals. DOH may request additional information or documentation from the Contractor that is reasonably required by the DOH in its evaluation of the proposal. If awarded the Contract, the Contractor shall submit a plan for implementation of criminal history record check services and shall provide progress/performance reports every two weeks beginning two weeks after the notification of contract award. The format to be used shall be approved by the DOH. The purpose of the reports is to ensure that the Contractor will be ready to process background checks as of November 1, 2019 and that all required elements such as trained staff and the information system are in place.

50.400 Liability Insurance Requirements

The Contractor shall maintain insurance acceptable to the DOH in

full force and effect throughout the term of this contract, until the DOH certifies that the Contractor's work has been completed satisfactorily.

Prior to or upon execution of the contract, the Contractor shall provide to the DOH certificate(s) of insurance dated within thirty (30) days of the effective date of the contract necessary to satisfy the DOH that the insurance provisions of this contract have been complied with. Upon request by the DOH, Contractor shall furnish a copy of the policy(ies) or endorsement(s) necessary for DOH to verify the coverages required by this section.

The policy or policies of insurance maintained by the Contractor shall be written by insurance companies licensed to do business in the State of Hawaii or meet the requirements of Section 431:8-301, et seq., HRS, if utilizing an insurance company not licensed by the State of Hawaii.

The policy(ies) shall provide at least the following limit(s) and coverage:

Coverage	Limits
Commercial General Liability	Per occurrence, not claims made <ul style="list-style-type: none"> • \$1 million per occurrence • \$2 million in the aggregate
Automobile	May be combined single limit: <ul style="list-style-type: none"> • Bodily Injury: \$1 million per person, \$1 million per accident • Property Damage: \$1 million per accident
Workers Compensation / Employers Liability (E.L.)	<ul style="list-style-type: none"> • Workers Comp: Statutory Limits • E.L. each accident: \$1,000,000 • E.L. disease: \$1,000,000 per employee, \$1,000,000 policy limit • E.L. \$1 million aggregate
Professional Liability, if applicable	May be claims made: <ul style="list-style-type: none"> • \$1 million per claim • \$2 million annual aggregate

Each insurance policy required by this contract shall contain the following clauses, which shall also be reflected on the certificate of insurance:

1. "The State of Hawaii is an additional insured with respect to operations performed for the State of Hawaii."
2. "Any insurance maintained by the State of Hawaii shall apply in excess of, and not contribute with, insurance provided by this policy."

Automobile liability insurance shall include excess coverage for the Contractor's employees who use their own vehicles in the course of their employment.

DOH agrees to take all necessary steps to maintain the confidentiality of any such policies made available by Contractor under the terms of this paragraph, to the extent allowed or required by law.

The Contractor shall immediately provide prompt written notice to the DOH should any of the insurance policies required under the Contract be cancelled, limited in scope, or not be renewed upon expiration to the extent affecting Contractor's compliance with the requirements hereunder.

Failure of the Contractor to provide and keep in force the insurance required under this section shall be regarded as a material default under this contract, entitling the DOH to exercise any or all of the remedies provided in this contract for a default of the Contractor.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, Contractor shall be liable for the full and total amount of any damage, injury, or loss caused by Contractor in connection with this contract.

If the Contractor is authorized by the DOH to subcontract, subcontractors are not excused from the indemnification and/or insurance provisions of this contract. In order to indemnify the State

of Hawaii, the Contractor agrees to require its subcontractors to obtain insurance in accordance with this section.

50.500 Inspection of Work Performed

DOH, MQD, CMS, the State Auditor of Hawaii, the U.S. Department of Health and Human Services (DHHS), the General Accounting Office (GAO), the Comptroller General of the United States, the Office of the Inspector General (OIG), the Hawaii Criminal Justice Data Center (HCJDC), and the Federal Bureau of Investigation (FBI), and the Medicaid Fraud Control Unit of the Department of the Attorney General or their authorized representatives shall, during normal business hours, have the right to enter into the premises of a Contractor and/or all subcontractors and providers, or such other places where duties under the Contract are being performed, to inspect, monitor, or otherwise evaluate the work being performed. The Contractor and/or all sub-contractors and providers shall provide access to all records and data which may be required to administer this program, including CHRI, without the prior approval of the background check applicants. All inspections and evaluations shall be performed in such a manner as to not unduly delay the Contractor's work.

50.600 Wages, Hours, and Working Conditions of Employees Providing Services

The Contractor shall certify that it complies with section 103-55, HRS, Wages, hours and working conditions of employees of Contractors performing services. The Offeror shall complete and submit the Wage Certification as provided in Appendix F of the RFP, pursuant to Section 103-55, HRS.

50.700 Standards of Conduct

The Contractor shall execute the Contractor's Standards of Conduct Declaration, a copy of which is found in Appendix E, and which shall become part of the Contract between the Contractor and the State.

50.800 Confidentiality of Information

The Contractor shall maintain background check information only for the period of time necessary to fulfill its contractual obligations. Background check information disseminated by a Contractor to an Authorized Recipient via an authorized Web site or e-mail address shall remain on such Web site or email in-box only for the time necessary to meet the Authorized Recipient's requirements but in no event shall that time exceed thirty (30) calendar days. This data shall be secured and any e-mail encrypted. Background check information successfully received by the Authorized Recipient, regardless of mode of transmission, shall be destroyed by the Contractor immediately after confirmation of successful receipt by the Authorized Recipient.

The DOH shall ensure that a Contractor's site is a physically secure location to protect against any unauthorized access to background check information. In addition, all visitors to computer centers and/or terminal areas shall be escorted by authorized personnel at all times.

Only employees of the Contractor, employees of the Authorized Recipient, and such other persons as may be granted authorization by the Authorized Recipient shall be permitted access to the system. Access to the system shall be available only for official purposes consistent with this Contract. Any dissemination of background check data to authorized employees of the Contractor is to be for official purposes only.

Information contained in or about the system will not be provided to agencies other than the Authorized Recipient or another entity which is specifically designated in this Contract. The Contractor shall not disseminate background check information without the consent of the Authorized Recipient, and as specifically authorized by federal and state laws, regulations, and standards as well as with rules, procedures, and standards established by the Compact Council and the United States Attorney General.

An up-to-date log concerning dissemination of background check information shall be maintained by the Contractor for a minimum one year retention period. This log must clearly identify: (A) The Authorized Recipient and the secondary recipient with unique

identifiers; (B) the record disseminated; (C) the date of dissemination; (D) the statutory authority for dissemination; and (E) the means of dissemination.

If background check information is stored or disseminated in an electronic format, the Contractor shall protect against any unauthorized persons gaining access to the equipment and any of the data. In no event shall responses containing background check information be disseminated other than governed by the most updated FBI Outsourcing Standard or this Contract, if more stringent than FBI Outsourcing Standards.

All access attempts are subject to recording and routine review for detection of inappropriate or illegal activity.

50.900 Security

50.910 Personnel

The HCJDC shall conduct State Conviction Only checks of Contractor (and approved Sub-Contractor) personnel having access to background check information. Background checks must be completed prior to accessing background check information under this Contract.

The Contractor shall ensure that each employee performing work under the Contract is aware of the requirements of the FBI Outsourcing Standard and the state and federal laws governing the security and integrity of background check information. The Contractor shall confirm in writing that each employee has certified in writing that he/she understands the Outsourcing Standard requirements and laws that apply to his/her responsibilities. The Contractor shall maintain the employee certifications in a file that is subject to review during audits.

Employees shall make such certification prior to performing work under the Contract.

The Contractor shall maintain updated records of personnel who have access to background check information, update those records within 24 hours when changes to that access occur, and maintain a list of personnel who have successfully completed background checks. Contractors shall notify the DOH within 24

hours when additions or deletions occur.

50.920 System

The Contractor's security system shall comply with the CJIS Security Policy in effect at the time the current Outsourcing Standard is incorporated into the contract and with successor versions of the CJIS Security Policy.

- a. If background check information can be accessed by unauthorized personnel via Wide Area Network/Local Area Network or the Internet, then the Contractor shall protect the background check information with firewall-type devices to prevent such unauthorized access. These devices shall implement a minimum firewall profile as specified by the CJIS Security Policy in order to provide a point of defense and a controlled and audited access to background check information, both from inside and outside the networks.
- b. Data encryption shall be required throughout the network passing background check information through a shared public carrier network.

The Contractor shall provide for the secure storage and disposal of all hard copy and media associated with the system to prevent access by unauthorized personnel.

- a. Background check information shall be stored in a physically secure location.
- b. The Authorized Recipient shall ensure that a procedure is in place for sanitizing all fixed storage media (i.e., disks, drives, backup storage) at the completion of the Contract and/or before it is returned for maintenance, disposal, or reuse. Sanitization procedures include overwriting the media and/or degaussing the media.
- c. The Authorized Recipient shall ensure that a procedure is in place for the disposal or return of all non-fixed storage media (i.e., hard copies, print-outs).

To prevent and/or detect unauthorized access to background check information in transmission or storage, each Authorized Recipient, Contractor, or sub-Contractor must be assigned a unique identifying number.

50.930 Violations

Duties of the Authorized Recipient and Contractor

- a. The Contractor shall develop and maintain a written policy for discipline of Contractor employees who violate the security provisions of the contract, which includes the most recent Outsourcing Standard that is incorporated by reference.
- b. Pending investigation, the Contractor shall, upon detection or awareness, suspend any employee who commits a security violation from assignments in which he/she has access to background check information under the Contract.
- c. The Contractor shall immediately (within four hours) notify the Authorized Recipient of any security violation to include unauthorized access to background check information. Within five calendar days of such notification, the Contractor shall provide the Authorized Recipient a written report documenting such security violation, any corrective actions taken by the Contractor to resolve such violation, and the date, time, and summary of the prior notification.
- d. The Authorized Recipient shall immediately (within four hours) notify the State Compact Officer of any security violation (to include unauthorized access to background check information) or termination of the contract. The Authorized Recipient shall provide a written report of any security violation (to include unauthorized access to background check information by the Contractor) to the State Compact Officer within five calendar days of receipt of the written report from the Contractor. The written report must include corrective actions taken by the Contractor and the Authorized Recipient to resolve such security violation.

51.100 Subcontractors Agreements

The Contractor may negotiate and enter into contracts or agreements with subcontractors (with prior written consent of the DOH) to the benefit of the Contractor and the State as long as the subcontractors meet all established criteria and provide the services in a manner consistent with the minimum standards specified. All such agreements shall be in writing and shall specify the activities and responsibilities delegated to the subcontractor. All staff of subcontractors shall undergo a fingerprint-based

criminal history record check. Only staff members that meet fitness determination will be able to work for the Contractor.

The contracts must also include provisions for revoking delegation or imposing other sanctions if the subcontractor's performance is inadequate. Certain subcontracts, including but not limited to Quality Assurance activities, must be approved by DOH prior to implementation. DOH reserves the right to inspect all subcontract agreements at any time during the Contract period. Any subcontract may be subject to the DOH's prior review and approval. The Contractor's subcontractor shall submit to the Contractor a tax clearance certificate from the Director of the Department of Taxation, State of Hawaii, showing that all delinquent taxes, if any, levied or accrued under State law against the subcontractor have been paid.

No subcontract or agreement that a Contractor enters into with respect to the performance under this Contract shall in any way relieve a Contractor of any responsibility for any performance required of it by this Contract. The Contractor shall provide DOH immediate notice in writing by registered or certified mail, of any action or suit filed against it by any subcontractor, and prompt notice of any claim made against any Contractor may result in litigation related in any way to the Contract with the State of Hawaii. The Contractor shall designate itself as the sole point of recovery for any subcontractor.

The Contractor shall notify DOH in writing at least fifteen days prior to adding or deleting subcontractor agreements or making any change to any provider or subcontractor agreements which may materially affect the Contractor's ability to fulfill the terms of this Contract.

All agreements or contracts with the subcontractors shall be finalized and fully executed within 30 days of this Contract award. DOH reserves the right to review any subcontractor contracts or agreements prior to the notification of award of the Contract.

All subcontracts shall require that the subcontractors agree to comply with the confidentiality requirements imposed by this RFP, to the extent subcontractors render services or perform functions that make such provisions applicable to such agreements.

51.200 Fraud and Abuse/Neglect

Through its monitoring activities, the Contractor should identify providers who may be committing fraud and/or abuse. The Contractor shall promptly report to the Department on instances in which suspected fraud has occurred. The Contractor should provide any evidence it has to the above referenced State office.

51.300 Use of Funds

The Contractor shall not use any public funds for purposes of entertainment perquisites and shall comply with any and all conditions applicable to the public funds to be paid under this Contract, including those provisions of appropriate acts of the Legislature or by administrative rules adopted pursuant to law.

51.400 Termination of the Contract

This Contract may terminate or may be terminated by DOH for any or all of the following reasons in addition to the general conditions in Appendix C:

- In the event of the insolvency of or declaration of bankruptcy by the Contractor.
- For security violations involving backgroundcheck information obtained pursuant to the Contract.

51.410 Termination for Bankruptcy or Insolvency

In the event that the Contractor shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any State relating to insolvency or the protection of the rights of creditors, DOH may, at its option, terminate this Contract. In the event DOH elects to terminate the Contract under this provision it shall do so by sending notice of termination to the Contractor by registered or

certified mail, return receipt requested. The date of termination shall be deemed to be the date such notice is mailed to the Contractor, unless otherwise specified.

51.420 Termination for Security Violations

In the event that the Contractor has a security violation of background check information obtained pursuant to the Contract, fails to notify the Authorized Recipient of any security violation or to provide a written report concerning such violation, or refuses to or is incapable of taking corrective actions to successfully resolve a security violation, DOH may, at its option, terminate this Contract.

In the event DOH elects to terminate a Contract under this provision it shall do so by sending notice of termination to the Contractor by registered or certified mail, return receipt requested. The date of termination shall be deemed to be the date such notice is mailed to the Contractor, unless otherwise specified.

51.500 Conformance With Federal Regulations

Any provision of the Contract which is in conflict with federal regulations surrounding background check information, or CMS policy guidance is hereby amended to conform to the provisions of those laws, regulations, and Federal policy. Such amendment of the Contract will be effective on the effective date of the statutes or regulations necessitating it, and will be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.

51.600 Force Majeure

If a Contractor is prevented from performing any of its obligations hereunder in whole or in part as a result of major epidemic, act of God, war, civil disturbance, court order or any other cause beyond its control, the Contractor shall make a good faith effort to perform such obligations through its then-existing facilities and personnel, and such non-performance shall not be grounds for termination for default.

Neither party to this Contract shall be responsible for delays or failures in performance resulting from acts beyond the control of such party.

Nothing in this section shall be construed to prevent DOH from terminating this Contract for reasons other than default during the period of events set forth above, or for default if such default occurred prior to such event.

51.700 Prohibition of Gratuities

Neither the Contractor nor any person, firm or corporation employed by the Contractor in the performance of this Contract shall offer or give, directly or indirectly to any employee or agent of the State of Hawaii, any gift, money or anything of value, or any promise, obligation, or contract for future reward or compensation at any time during the term of this Contract.

51.800 Attorney's Fees

In addition to costs of litigation provided for under General Condition 8, in the event that DOH should prevail in any legal action arising out of the performance or non-performance of this contract, the Offeror shall pay, in addition to any damages, all expenses of such action including reasonable attorney's fees and costs. The term "legal action" shall be deemed to include administrative proceedings of all kinds, as well as all actions at law or equity.

51.900 Warranty of Fiscal Integrity

The Offeror warrants that it is of sufficient financial solvency to assure DOH of its ability to perform the requirements of this Contract. The Offeror shall provide sufficient financial data and information to prove its financial solvency.

52.100 Authority

Each party has full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of

each party certifies that such person has been properly authorized and empowered to enter into this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

52.200 Compliance with Laws

To the extent applicable, Contractor and DOH and their respective employees, representatives and agents shall comply with the requirements of all applicable provisions of Federal and State laws or regulations, pursuant to industry standards, and more specifically, the Federal Fair Credit Reporting Act, the Gramm-Leach-Bliley Act, 15 U.S.C. §6801-6827, (as to the protection of nonpublic personal information, hereafter "LB Act"); and the Drivers Privacy Protection Act, 18 U.S.C. §2721- 2725, (hereafter "DPPA"), and including, without limitation, all amendments to the respective Laws, as now or as may become effective (collectively, the "Laws"). Each party further agrees to be in compliance with regulatory and screening requirements imposed by Federal and State regulations or statutes and ordinances. The parties understand that the fitness determination made by Contractor under this contract is a compilation of information obtained using objective criteria set forth by DOH in the Scope of Services. Contractor shall not make any subjective fitness determinations. All fitness determinations shall be made in compliance with State and Federal laws. The DOH does not require that Contractor utilize the Fair Credit Reporting Bureau to obtain information to make its fitness determination.

The fitness determinations provided under this contract are being used for the sole purpose of establishing the reputable and responsible character of service providers who have direct contact with individuals receiving services through DOH or MQD programs, such that the health, welfare, and safety of these service recipients will not be at risk.

SECTION 60 PROPOSAL

60.100 Introduction

The following sections described the required content and format for the technical proposal. These sections are designed to ensure submission of information essential to understanding and evaluating the proposal. There is no intent to limit the content of the proposal, which may include any additional information deemed pertinent. It is essential that the Offeror provide the information in the following order separated by tabs:

- Offer Form (OF-1) – (Appendix A)
- Transmittal letter
- Executive Summary
- Company Background and Experience
- Organization and Staffing
- Approach
- Work Plan
- Assumption
- Operational and Technical expertise
- Information technology expertise
- Subcontractor Listing
- Business Proposal
- Appendices A, C, D, E, F, and G

The Offeror must state specifically where each requirement noted above is met within the RFP.

60.200 Offer Form

The Offeror Form (refer to Appendix A) shall be signed by an individual authorized to legally bind the Offeror.

60.300 Transmittal Letter

The transmittal letter must be on official letterhead and be signed by an individual authorized to legally bind the Offeror. It shall include:

- A statement indicating that the Offeror is a corporation or other legal entity. All subcontractors shall be identified and a statement included indicating the percentage of work to be

performed by the prime Offeror and each subcontractors;

- A statement that the Offeror is/will be registered to do business in Hawaii and has/will obtain a State of Hawaii General Excise Tax License by the start of work. Provide the Hawaii excise tax number (if applicable);
- A statement identifying all amendments and addenda to this RFP issued by the Issuing Office and received by the Offeror. If no amendments or addenda have been received, a statement to that effect should be included;
- A statement of affirmative action that the Offeror does not discriminate in its employment practices with regard to race, color, religion, creed, ancestry, age, sex including gender identity or expression, sexual orientation, marital status, national origin, or mental or physical handicap, except as provided by law;
- A statement that neither cost nor pricing is included in this letter or the technical proposal;
- If the use of subcontractor(s) is proposed, a statement from each subcontractor must be appended to the transmittal letter signed by an individual authorized to legally bind the subcontractor and stating the general scope of work to be performed by the subcontractor(s);
- A statement that no attempt had been made or will be made by the Offeror to induce any other party to submit or refrain from submitting a proposal;
- A statement that the person signing this proposal certifies that he/she is the person in the Offeror's organization responsible for, or authorized to make decisions as to the proposal, that the offer is firm and binding, and that he/she has not participated and will not participate in any action contrary to the above conditions;
- A statement that the Offeror has read, understands, and agrees to all provisions of this RFP;
- A statement that it is understood that if awarded the Contract, the Offeror's organization will deliver the goods and services

meeting or exceeding the specifications in the RFP and amendments;

- A statement that the proposal was arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Offeror or with any competitor;
- If any page is marked "Confidential" or "Proprietary" in the Offeror's proposal, an explanation to DOH of how substantial competitive harm would occur if the information is released.

60.400 Executive Summary

The executive summary shall provide DOH with a broad understanding of the entire proposal. The executive summary shall clearly and concisely condense and highlight the contents of the technical proposal in such a way as to provide DOH with a broad understanding of the contractor's qualifications and approach to meeting the requirements of this RFP.

The executive summary chapter shall highlight the Contractor's:

- Understanding of the project requirements
- Understanding of Federal and State requirements for criminal history record checks
- Understanding of Federal CHRI Outsourcing Standards
- Overall approach to the project
- Summary of the contents of the proposal

60.500 Company Background and Experience

The company background and experience section shall include for the Offeror and each subcontractor, if any,: details of the background of the company, and its size and resources (gross revenues, number of employees, type of businesses), and details of company experience relevant to this RFP.

60.510 Background of the Company

A description of the history of the company to include but not limited to:

- Provide a general description of the primary business of your organization and its client base;
- Provide a brief history and current company ownership including the ultimate parent organization and major shareholders/principals. Include date incorporated or formed and corporate domicile. Describe the areas of specialization, if applicable. An out-of-state contractor must become duly qualified to do business in the State of Hawaii before a contract can be executed;
- Ownership (public company, partnership, subsidiary, etc.), including the officers of the corporation, and the name and address of its registered agent;
- The home office location and all other offices (by city and state);
- The location of office from which any contract would be administered;
- The name, address and telephone number of the contractor's point of contact for a contract resulting from this RFP;
- The number of employees both locally and nationally; and
- The size of organization in assets, revenue and staff;
- The areas of specialization

60.520 Company Experience

The Offeror shall document the experience, resources, qualifications and credentials of the Offeror by demonstrated experience in projects of similar scope and size. Proposals should demonstrate that the Offeror has sufficient corporate experience and has been successful in performance of similar or relevant projects.

Additionally, Offeror's description shall provide evidence that Offeror has sufficient physical, technological, and financial resources to conduct criminal history record check activities as well as the skills necessary to perform contract activities consistent with Federal requirements and oversee the work of subcontractors (if any).

For each criminal history records check activity listed in the RFP, the Offeror shall provide the following information:

- ❑ A description of the scope of the activity/project performed and a comparison to the products outlined in this RFP. The Offeror shall also include:
 - Time period of the project,
 - Schedule and actual completion dates,
 - Identification of project staff, and
 - Client or customer reference: including name, job title, address and telephone number of the contact person.
- ❑ Documentation demonstrating acceptance of project deliverables to the satisfaction of client. Documentation demonstrating Offeror/Contractor initiatives approved and implemented by the client may also be included.
- ❑ A statement of the Offeror's other business or contractual obligations and a statement of Offeror's involvement in litigation that could affect this work should be included.
- ❑ To the extent that an Offeror intends to utilize subcontracting in order to meet the necessary experience, organization, technical qualifications, skills or other requirements, Offeror must document a recent performance history which indicates an acceptable subcontracting system and documentation that the prospective subcontractor(s) meet said requirements.
- ❑ Other relevant experience

60.600 Organization and Staffing

The project organization and staffing section shall describe the Offeror's approach to organization and staffing the required level of effort to achieve the objectives of this RFP. The information should provide the Department with a clear understanding of the organization, functions of key personnel and on-site personnel during start-up and on-going operations.

60.610 Organization

The Offeror must describe the Offeror's and each subcontractor's (if any) organization. At a minimum, the following must be provided:

- Offeror's organizational chart reflecting:
 - The structure of the organization and lines of authority;
 - Functional statement of each organizational department/section relevant to the RFP requirements;
 - Identification of key personnel and delineation of their job descriptions/responsibilities. At a minimum, key personnel shall include:
 - a) Program/Executive Director or key contact person;
 - b) Financial Officer; and
 - c) Information Technology Leader.

The Offeror's designated key contact person shall coordinate all activities of this contract with the State's representatives or its designees and shall maintain close and frequent communication with the State's designated contact(s).

- Names, addresses, and phone/fax numbers shall be provided for each key personnel position.
 - Identification of the proposed staff positions (position title) to be utilized in the implementation of RFP requirements.
- Relationship of the Offeror to related entities;

- ❑ Address and phone/fax number of Hawaii-based and subcontractor's personnel, if applicable.

60.620 Staff

The Offeror shall:

- ❑ Identify the number of proposed administrative support full-time employees (FTEs) and shall provide a brief explanation of the development of the FTE estimate.
- ❑ Identify the number and position titles of proposed FTEs to perform the criminal history record check activities as well as a brief explanation of the development of the FTE estimate. Additionally, Offeror shall provide an assurance as well as documentation that staff performing these activities have demonstrated experience in and knowledge of:
 - Federal criminal history record check standards;
 - ACA standards for Medicare/Medicaid providers;
 - Monitoring processes consistent with Federal Outsourcing Standards; and
 - Information technology specifications to meet contract requirements.

60.630 Personnel Qualifications

Resumes are required for all key professional staff. Resumes shall describe the following:

- Experience with Federal criminal history record check standards;
- Experience with Federal Outsourcing Standards;
- Length of time and description of experience with criminal history record check standards;
- Previous relevant experiences especially related to system development;
- Relevant education and training;
- Names, positions titles and telephone numbers of at least two references who can provide information on the individual's experience and competence; and
- Other relevant experience.

60.700 Approach

For each activity outlined in this RFP, Offeror must provide a general description of their approach to developing the deliverable products specified in this RFP. The approach should demonstrate the Offeror's overall understanding of the RFP requirements. Additionally, this discussion should identify any major issues and open policy decisions which will affect the achievement of the overall objectives of each criminal history record check activity.

60.800 Work Plan

For each activity outlined in this RFP, the Offeror shall provide a work plan that shall include:

- Detailed descriptions of the major phases, tasks, and subtasks necessary to accomplish the requirements of this RFP;
- Include specific timeline(s) for major phases, tasks, and subtasks necessary to accomplish the requirements of this RFP;
- Identification of the responsible party (DOH versus the Offeror) for each major phase and task; and
- Discussion of the flexibility of the work plan to meet changes in program requirements and cope with delays should they occur.

The work plan shall demonstrate an understanding of the relationship of relevant entities that are affected by the objectives sought in this RFP.

60.900 Assumptions

This section will describe the assumptions made by the Offeror in submitting the proposal.

60.910 Anticipated Problem Areas

The Offeror shall identify the problems that might reasonably be expected, and describe their approach for resolving them.

61.100 Operational and Technical Expertise

The Offeror shall describe their operational and technical expertise to include:

- Provide statewide coverage with sufficient and convenient geographic locations island wide for background check applicants to submit to fingerprinting both at fixed-sites and mobile;
- Describe if utilizing your own equipment to collect fingerprints or plan to subcontract this function. Describe equipment used;
- Describe systems to be able to turn around background check applicant requests of criminal history record check information within a reasonable timeframe;
- Ensure background check applicant background check information remains private, confidential and secure through established business practices and policies;
- Provide an appeal mechanism for applicants to: a) dispute background check findings that may be in error or; b) for suitability exemption of old or unrelated convictions based on pre-defined criteria; and
- Assess employment suitability based on criteria established by the DOH as well as assist the State in revising their criteria, as needed.

61.200 Information Technology Expertise

The Offeror shall describe their information technology expertise to include:

- System for collecting all operating fees from background check applicants or providers;
- Payment of all access or connection fees to the State and FBI to access CHRI or other State registries;
- System for online electronic access of applications to potential employees/employees or providers for background checks. Describe information technology hardware, software and support to ensure availability to background check applicants or providers for the submission of applications and Offeror's immediate connectivity to public state and federal criminal history data bases to process such applications;
- Ensure electronic security and data security.

61.300 Subcontractor Listing

The Offeror shall provide a listing of all subcontractors that they plan to use under this Contract, if applicable. This information shall include the service that each subcontractor plans to provide as well as their location. The Offeror shall describe how they plan to monitor subcontractors.

SECTION 70 EVALUATION AND SELECTION

70.100 Introduction

The evaluation of proposals received in response to the RFP will be conducted comprehensively, fairly and impartially.

Structural, quantitative scoring techniques will be utilized to maximize the objectivity of the evaluation.

70.200 Evaluation Process

The DOH shall establish an evaluation committee that shall evaluate designated sections of the proposal. The committee shall consist of members who are familiar with the programs and the minimum standards or criteria for the particular area.

Additionally, the DOH may, at its discretion, designate additional representatives to assist in the evaluation process. The committee shall evaluate the proposal and document their comments, concerns and questions.

70.300 Mandatory Proposal Evaluation

Each proposal shall be evaluated to determine whether the requirements as specified in this RFP have been met. The proposal shall first be evaluated against the following criteria:

- Proposal was submitted within the closing date and time for proposals as required in Section 20.100;
- The proper number of separately bound copies are in sealed envelopes as required in Section 21.200;
- All information required in Section 60 have been submitted; and
- Proposal contains the necessary information in the proper order.

A proposal must meet all mandatory requirements prior to the technical evaluation. Any proposal that does not meet all mandatory requirements shall not have the proposal opened; the proposal shall be returned to the Offeror.

70.400 Proposal Evaluation

The proposals that have met the minimum mandatory requirements shall be evaluated in order to identify those applicants that meet the minimum technical requirements detailed in Section 70.500. Each applicant must obtain a minimum of seventy-five percent (75%) of the total points for each of the required review sections in the technical proposal.

The listing of criteria is not all-inclusive and the DOH reserves the right to add, delete or modify any criteria.

<u>Evaluation Categories</u>		<u>Possible Points</u>
Transmittal Letter	0 points	
Proposal Application		
Executive Summary	0 points	
Company Background and Experience	25 points	
Organization and Staffing	15 points	
Operational and Technical Expertise	25 points	
Information Technology Expertise	25 points	
Subcontractor Listing	0 points	
Business Proposal	10 points	
TOTAL POSSIBLE POINTS		100 Points

Those proposals that do not meet the minimum points to pass each of the required criteria shall be returned to the applicant with a letter of explanation.

70.500 Evaluation Criteria

Each section listed below shall be evaluated using the following criteria:

Weighted points (0-5) for each sub-area will be given. The weighted points for each sub-area will be multiplied by the number of applicable points for the section. The Offeror must receive a weighted point average of 3 for each sub-area to pass each sub-

area. The sum of all of the sub-areas will be tallied to receive the final score. The Offeror with the highest score shall be awarded the Contract.

<u>Rating Score</u>	<u>Description</u>
5	The response has no deficiencies and provides a detailed and comprehensive description that demonstrates the ability to more than minimally meet the contractual requirements.
4	The response has no deficiencies and describes how the requirements will be minimally met.
3	The response has no major deficiencies and only minor deficiencies that are easily
2	The response has one major deficiency and/or multiple minor deficiencies that do not appear to be easily correctable.
1	The response has multiple major deficiencies that do not appear to be correctable.
0	No response provided.

Each evaluated category shall be given a rating score using the following rating system:

The Evaluation Committee scores each criterion with a 0, 1, 2, 3, 4, or 5. No fractional scores will be allowed. Scores will be based on the content as communicated in the proposal. Unclear and disorganized presentation of information may impact the evaluators' ability to clearly understand the responsiveness to proposal requirements.

A comment section is provided on the Technical Evaluation Scoring Form. The Evaluation Committee must record a comment for any score of 1, 2, 3 or 5. Comments for criteria receiving a score of 4 are not required.

The Offeror must receive a rating score of 3 for each Evaluation Category or the proposal will not be considered technically acceptable and shall be rejected. Those proposals that do not meet the minimum points to pass each of the required criteria shall be returned to the Offeror with a letter of explanation.

The rating score (0-5) shall represent the corresponding conversion factor used to calculate the points awarded for each Evaluation Category listed in section 70.400, as follows:

Rating Score	Conversion Factor
0	0
1	25%
2	50%
3	75%
4	88%
5	100%

The total maximum number of points available for each Evaluation Category will be multiplied by the applicable conversion factor, based on the rating score given, to determine the number of points awarded for the Evaluation Category. The points awarded for each Evaluation Category shall be totaled to yield a final score. The Offeror with the highest final score shall be awarded the contract.

Scoring will be based on the entire content of the proposal and the information as communicated to the evaluators. The information contained in any part of the proposal may be evaluated by the DHS with respect to any other scored section of the proposal. Lack of clarity and inconsistency in the proposal will impede effective communication of the content and may result in a lower score.

The broad criteria for each Evaluation Category are listed below and includes consideration of the specific elements identified in Section 60.

The proposals that have met the minimum mandatory requirements shall be evaluated in order to identify those applicants that meet the minimum technical requirements detailed in Section 60. Each applicant must obtain a minimum of seventy-five percent (75%) of the total points for each of the required review sections in the technical proposal.

The listing of criteria is not all-inclusive and the DOH reserves the right to add, delete or modify any criteria.

70.510 Executive Summary (0 Points)

- No points are assigned to Executive Summary.
- The intent is to give the Offeror an opportunity to orient evaluators as to the service(s) being offered.

70.520 Company Background and Experience (25 Points)

The State will evaluate the Offeror's company background and experience relevant to the proposal contract, which shall include:

- Demonstrated skills, abilities, knowledge of, and experience relating to the delivery of the proposed services in Hawaii.
- Sufficiency of quality assurance and evaluation plans for the proposed services, including methodology.
- Demonstrated capability to coordinate services with other agencies and resources in Hawaii.

Offerors shall demonstrate a thorough understanding of the purpose and scope of the service activities, and also demonstrate the necessary knowledge, skills, abilities and experience to deliver the proposed services in Hawaii.

70.530 Organization and Staffing (15 Points)

The State will evaluate the Offeror's overall staffing approach to the service that shall include:

- The proposed staffing pattern, client/staff ratio, and proposed caseload capacity is reasonable to insure viability of the services.
- Minimum qualifications (including experience) for staff assigned to the program.
- Demonstrated ability to supervise, train and provide administrative direction to staff relative to the delivery of the proposed services.
- Organization Chart(s). (Approach and rationale for the structure, functions, and staffing of the proposed organization for the overall service activity and tasks).

- Approach to developing this program.
- Work plan for implementation of this program.
- Description of assumptions and anticipated problem areas reflects understanding of community and providers that will participate in this program.

70.540 Operational and Technical Expertise (25 Points)

Evaluation criteria for this section will assess the Offeror's approach to the service activities and management requirements outlined in the RFP.

- Extent to which the proposal clearly describes the overall program content and design.
- Extent to which the proposal describes management oversight of the project, including clarity of work assignments and responsibilities at the various sites.
- Extent to which the proposal describes program goals and objectives that are consistent with those identified in the RFP.
- Extent to which the proposal demonstrates flexibility in service delivery.
- Extent to which the proposal describes collaboration with other community resources.

70.550 Information Technology Expertise (25 Points)

Evaluation criteria for this section will assess the Offeror's approach to development of information technology to streamline and simplify the requirements outlined in the RFP.

- Extent to which the proposal clearly describes the overall program content and design.
- Extent to which the proposal describes program goals and objectives that are consistent with those identified in the RFP.
- Extent to which the proposal demonstrates flexibility in service delivery.

- Extent to which the proposal describes collaboration with other community resources.

70.560 Subcontractor Listing (0 points)

Evaluation criteria for this section will assess the Offeror approach to using subcontractors, if applicable.

- Availability of subcontractors to background check applicants
- Approach to monitoring subcontractors.

70.570 Business Proposal (10 Points)

- Personnel costs are reasonable and comparable to positions in the community.
- Non-personnel costs are reasonable and adequately justified.
- The budget supports the ability of Offeror to deliver the scope of service and requirements of the RFP.
- Background check fees are reasonable for background check applicants and providers.

70.600 Contract Award

Upon selection of the offeror that will be awarded a contract, the DOH shall initiate the contracting process. The offeror shall be notified in writing that the RFP proposal has been accepted and that the DOH intends to award a contract to the offeror. The RFP shall become part of the contract. This letter shall serve as notification that the offeror should begin to develop its programs, materials, policies and procedures for the programs.

APPENDIX A – OFFER FORM

Criminal Record History and Background Check RFP

(RFP-OHCA-19-01-BC)

Procurement Officer
Office of Health Care Assurance
Department of Health
601 Kamokila Boulevard, Room 337
Kapolei, Hawaii 96707

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Conditions, (Form AG-008 103D General Conditions), by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived without collusion.

Offeror is:

☐ Sole Proprietor ☐ Partnership ☐ *Corporation ☐ Joint Venture
☐ Other _____

*State of incorporation _____

Federal I.D. No.: _____

Hawaii General Excise Tax License I.D. No.: _____

Payment address (other than street address below): _____

City, State, Zip Code: _____

Business address (street address): _____

City, State, Zip Code: _____

Respectfully submitted,

(x) _____
Authorized (Original) Signature

Date: _____

Telephone No.: _____

Fax No.: _____

E-mail Address: _____

Name and Title (Please Type or Print)

** _____
Exact Legal Name of Company (Offeror)

*If Offeror is a "d.b.a." or a "division" of a corporation, furnish the exact legal name of the corporation under which the contract, if awarded, will be executed:

APPENDIX B – WRITTEN QUESTIONS FORMAT

Written Questions Format Criminal Record History and Background Check RFP-OHCA-19-01-BC

Offeror Name	Date Submitted	Question #	RFP Section #	RFP Page #	Paragraph #	Question

APPENDIX C – GENERAL CONDITIONS

See Appendix C General Conditions to this RFP attached as a separate document.

APPENDIX D – BUSINESS ASSOCIATE LANGUAGE

See Appendix D Business Associate Language to this RFP attached as a separate document.

APPENDIX E – STANDARDS OF CONDUCT DECLARATION

See Appendix E Standard of Conduct Declaration to this RFP attached as a separate document.

APPENDIX F – DISCLOSURE STATEMENT FORMS

DISCLOSURE STATEMENT OWNERSHIP

Company/Agency Name: _____
Address (City, State, Zip): _____
Telephone: _____

For the period beginning: _____ and ending _____

Type of Entity:

- | | |
|---|---------------------------------------|
| <input type="radio"/> Sole Proprietorship | <input type="radio"/> For-Profit |
| <input type="radio"/> Partnership | <input type="radio"/> Non-Profit |
| <input type="radio"/> Corporation | <input type="radio"/> Other (Specify) |
| <input type="radio"/> Governmental | |

Information on Ownership and Control

- a. List the names and addresses of any individuals or organizations with an ownership or controlling interest in the disclosing entity. "Ownership interest" means the possession of equity in the capital, the stock, or the profits of disclosing entity, directly or indirectly.

<u>Name</u>	<u>Address</u>	<u>Percent of Ownership of Control</u>

- b. List the names and addresses of any individuals or organizations with an ownership or controlling interest in any sub-Officer in which the disclosing entity has direct or indirect ownership of five (5) percent or more.

<u>Name</u>	<u>Address</u>	<u>Percent of Ownership of Control</u>

- c. Names of persons named in (a) and (b) above who are related to another as spouse, parent, child, or sibling of those individuals or organizations with an ownership or controlling interest.

- d. List the names of any other disclosing entity in which a person with an ownership or controlling interest in the disclosing entity also has an ownership or controlling interest.

Information Related to Business Transactions

- e. List the ownership of any subcontractor with whom the Offeror has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request.

<u>Describe Ownership of Subcontractors</u>	<u>Type of Business Transaction with Provider</u>	<u>Dollar Amount of Transaction</u>

- f. List any significant business transactions between the Offeror and any wholly owned supplier or between the Offeror and any sub-Offeror during the five-year period ending on the date of the request.

<u>Describe Ownership of Subcontractors</u>	<u>Type of Business Transaction with Provider</u>	<u>Dollar Amount of Transaction</u>

Information on Persons Convicted of Crime

- g. List the names of any person who has ownership or controlling interest in the Offeror, or is an agent or managing employee of the Offeror and has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid or the Title XX services program since the inception of those programs.

<u>Name</u>	<u>Address</u>	<u>Title</u>

CONTROLLING INTEREST FORM

The Offeror must provide the name and address of any individual which owns or controls more than ten percent (10%) of stock or that has a controlling interest (i.e., about to formulate, determine or veto business policy decisions, etc.). Failure to make full disclosure may result in rejection of the Offeror's proposal as unresponsive.

<u>NAME</u>	<u>ADDRESS</u>	<u>OWNER OR CONTROLLER</u>	HAS CONTROLLING INTEREST <u>YES</u>
-------------	----------------	----------------------------	---

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GRIEVANCE SYSTEM FORM

The Offeror must complete the form below and submit with this proposal.

I hereby certify that _____
(Offeror Name)

will have in place on the commencement date of this contract a system for reviewing and adjudicating grievances by recipients and providers arising from this contract in accordance with DOH Statutes and Rules and as set forth in the Request for Proposal.

I understand such a system must provide for prompt resolution of grievances and assure the participation of individuals with authority to require corrective action.

I further understand the Offeror must have a grievance policy for recipients and providers which defines their rights regarding any adverse action by the Offeror. The grievance policy shall be in writing and shall meet the minimum standards set forth in this Request for Proposal.

I further understand evaluation of the grievance procedure shall be conducted through documentation submission, monitoring, reporting, and on-site audit, if necessary, by DOH and deficiencies are subject to sanction in accordance with DOH rules.

Authorized Signature

Date

Printed Name

Title

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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:

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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: _____

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APPENDIX G – CLIENT REFERENCES

The Offeror is required to supply the State with names, addresses, 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: _____

APPENDIX H – FLOW OF PROPOSED BACKGROUND CHECK SYSTEM

See Appendix H Flow of Proposed Background Check System attached to this RFP as a separate document.

APPENDIX I – DOH STANDARDS FOR BACKGROUND CHECKS

See Appendix I DOH Standards for Background Checks attached to this is RFP as a separate document.

APPENDIX J – OUTSOURCING RESOURCES

See Appendix J Outsourcing Resources attached to this is RFP as a separate