

RFP No: RFP No.: HTH 560-CG-FFS-17
Title: Professional Services for Infant & Toddler Development
Applicant: _____

Section 5

Attachments

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

Attachment A

General Conditions

**GENERAL CONDITIONS FOR HEALTH & HUMAN SERVICES CONTRACTS
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GENERAL CONDITIONS FOR HEALTH & HUMAN SERVICES CONTRACTS**1. Representations and Conditions Precedent**1.1 Contract Subject to the Availability of State and Federal Funds.

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

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

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

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

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

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

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

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

- 1.3.3 Persons with Disabilities. The PROVIDER shall implement and maintain all practices, policies, and procedures required by federal, state, or county law, including but not limited to the Americans with Disabilities Act (42 U.S.C. §12101, et seq.), and the Rehabilitation Act (29 U.S.C. §701, et seq.).
- 1.3.4 Nondiscrimination. No person performing work under this Contract, including any subcontractor, employee, or agent of the PROVIDER, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.
- 1.4 Insurance Requirements. The PROVIDER shall obtain from a company authorized by law to issue such insurance in the State of Hawai'i commercial general liability insurance ("liability insurance") in an amount of at least TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) coverage for bodily injury and property damage resulting from the PROVIDER's performance under this Contract. The PROVIDER shall maintain in effect this liability insurance until the STATE certifies that the PROVIDER's work under the Contract has been completed satisfactorily.
- The liability insurance shall be primary and shall cover the insured for all work to be performed under the Contract, including changes, and all work performed incidental thereto or directly or indirectly connected therewith.
- A certificate of the liability insurance shall be given to the STATE by the PROVIDER. The certificate shall provide that the STATE and its officers and employees are Additional Insurers. The certificate shall provide that the coverages being certified will not be cancelled or materially changed without giving the STATE at least 30 days prior written notice by registered mail.
- Should the "liability insurance" coverages be cancelled before the PROVIDER's work under the Contract is certified by the STATE to have been completed satisfactorily, the PROVIDER shall immediately procure replacement insurance that complies in all respects with the requirements of this section.
- Nothing in the insurance requirements of this Contract shall be construed as limiting the extent of PROVIDER's responsibility for payment of damages resulting from its operations under this Contract, including the PROVIDER's separate and independent duty to defend, indemnify, and hold the STATE and its officers and employees harmless pursuant to other provisions of this Contract.
- 1.5 Notice to Clients. Provided that the term of this Contract is at least one year in duration, within 180 days after the effective date of this Contract, the PROVIDER shall create written procedures for the orderly termination of services to any clients receiving the Required Services under this Contract, and for the transition to services supplied by another provider upon termination of this Contract, regardless of the circumstances of such termination. These procedures shall include, at

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

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

2. Documents and Files

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

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

3. Relationship between Parties

- 3.1 Coordination of Services by the STATE. The STATE shall coordinate the services to be provided by the PROVIDER in order to complete the performance required in the Contract. The PROVIDER shall maintain communications with the STATE at all stages of the PROVIDER's work, and submit to the STATE for resolution any questions which may arise as to the performance of this Contract.
- 3.2 Subcontracts and Assignments. The PROVIDER may assign or subcontract any of the PROVIDER's duties, obligations, or interests under this Contract, but only if (i) the PROVIDER obtains the prior written consent of the STATE and (ii) the PROVIDER's assignee or subcontractor submits to the STATE a tax clearance certificate from the Director of Taxation, State of Hawai'i, and the Internal Revenue Service showing that all delinquent taxes, if any, levied or accrued under state law against the PROVIDER's assignee or subcontractor have been paid. Additionally, no assignment by the PROVIDER of the PROVIDER's right to compensation under this Contract shall be effective unless and until the assignment is approved by the Comptroller of the State of Hawai'i, as provided in section 40-58, HRS.
- 3.3 Change of Name. When the PROVIDER asks to change the name in which it holds this Contract, the STATE, shall, upon receipt of a document acceptable or satisfactory to the STATE indicating such change of name such as an amendment to the PROVIDER's articles of incorporation, enter into an amendment to this Contract with the PROVIDER to effect the change of name. Such amendment to this Contract changing the PROVIDER's name shall specifically indicate that no other terms and conditions of this Contract are thereby changed, unless the change of name amendment is incorporated with a modification or amendment to the Contract under paragraph 4.1 of these General Conditions.
- 3.4 Independent Contractor Status and Responsibilities, Including Tax Responsibilities.
- 3.4.1 Independent Contractor. In the performance of services required under this Contract, the PROVIDER is an "independent contractor," with the authority and responsibility to control and direct the performance and details of the work and services required under this Contract; however, the STATE shall have a general right to inspect work in progress to determine whether, in the STATE's opinion, the services are being performed by the PROVIDER in compliance with this Contract.
- 3.4.2 Contracts with Other Individuals and Entities. Unless otherwise provided by special condition, the STATE shall be free to contract with other individuals and entities to provide services similar to those performed by the Provider under this Contract, and the

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

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

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

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

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

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

3.5 Personnel Requirements.

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

4. Modification and Termination of Contract

4.1 Modification of Contract.

- 4.1.1 In Writing. Any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract permitted by this Contract shall be made by written amendment to this Contract, signed by the PROVIDER and the STATE.
- 4.1.2 No Oral Modification. No oral modification, alteration, amendment, change, or extension of any term, provision or condition of this Contract shall be permitted.
- 4.1.3 Tax Clearance. The STATE may, at its discretion, require the PROVIDER to submit to the STATE, prior to the STATE's approval of any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract, a tax clearance from the Director of Taxation, State of Hawai'i, and the Internal Revenue Service showing that all delinquent taxes, if any, levied or accrued under state and federal law against the PROVIDER have been paid.

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

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

5. Indemnification

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

6. Publicity

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

7. Miscellaneous Provisions

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

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

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

8. Confidentiality of Personal Information

8.1 Definitions.

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

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

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

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

8.2 Confidentiality of Material.

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

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

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

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

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

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

8.3 Security Awareness Training and Confidentiality Agreements.

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

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

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

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

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

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

8.5 Records Retention.

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

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

Attachment B

Early Intervention Section Fee for Service Policies and Procedures

July 1, 2017

**Early Intervention Section
Fee for Service Policies and Procedures (FFS P&Ps)
July 1, 2017**

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EI-6a: Authorization for Services (AFS)

EI-6b: FFS Provider Service/Attendance Log

**Sample Invoices for: Services
 Mileage**

EI-6c: FFS Provider Quarterly Progress Report

FFS Personnel List

Sample VTM New Vendor Information Letter

Fee for Service Policies and Procedures

July 1, 2017

1. Service Authorization Process

Early Intervention (EI) services are authorized via the attached form, EI-6a, Authorization for Services (AFS). The child's Care Coordinator (CC) initiates the AFS when EI staff are unable to provide a specific service. Once the Early Intervention Section (EIS) Contracts Unit Supervisor authorizes the AFS, it is returned to the CC who then forwards it to the service provider.

Please assure the child's CC provides a current, authorized AFS to the service provider **PRIOR** to initiating any services. Do **NOT** provide services until an authorized AFS is received. EIS will NOT pay for any unauthorized services. **A late AFS will NOT be back-dated, and a retroactive AFS will not be authorized.**

An AFS is authorized on a quarterly basis (e.g., July to September; October to December, January to March; and April to June) for all ongoing services, unless the child's third birthday is prior to the end of the quarter. The authorization period ends the day prior to the child's third birthday.

Ensure that the frequency and intensity of service hours provided DO NOT exceed what is on the AFS. For example, if the AFS says four times a month (4x/month) at forty-five (45) minutes per session, and there are five (5) weeks in a month, the service may only be provided four (4) times during that month and for forty-five (45) minutes each session. If the service is to be weekly, it must state that on the AFS. The invoice shall be returned if the frequency and intensity of services on the invoice do not match what is on the AFS. Consult with the CC if it is felt that revisions are necessary to the AFS, or if anything on the AFS is unclear. When necessary, revisions to the AFS must be reauthorized PRIOR to providing the service.

2. Service / Attendance Log

An individual child's EI-6b, Fee-For-Service Provider Service/Attendance Log, must be signed by the child's family/caregiver/preschool staff for **EVERY** scheduled visit, at the time any authorized EI service is provided. A copy of the child's completed Log, including missed appointments with reasons, must be sent to the child's CC within one (1) week following the end of the previous month, and originals are to be retained in the provider's records to support submitted invoices in the event of an audit/monitoring by the State.

The only exceptions which do not require complete logs are for:

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

Reauthorization of the AFS for all ongoing services is dependent on the receipt of Form EI-6b, Fee-For-Service Provider Service/Attendance Log.

3. Invoice for Services

Please refer to the attached Invoice for Services and sample invoice instructions. **Print the invoice using letterhead that exactly matches your contract address.** Indicate services on the invoice using the same terminology that is on the AFS. Again, please ensure that the frequency and intensity (hours) of services provided and invoiced **DO NOT** exceed what is authorized on the AFS. A copy of the child’s form EI-6b, Fee-For-Service Provider Service/Attendance Log, must be attached to the invoice for that month.

NO EXCEPTIONS. Invoices that do not include the required information, document, or that are not in the prescribed format, shall be considered incomplete and will be returned to the provider, or payment processing suspended until the requirements are met. Original signatures are required on all invoices. DO NOT SUBMIT PHOTOCOPIES.

EIS does **NOT** pay separately for time spent documenting, or for any “No Show.” Therefore, immediately notify the child’s CC if any scheduled appointment is missed (for any reason) so that the situation is addressed with the family/caregiver/preschool, in a timely manner.

Refer to the item on the AFS form entitled “*Provider to Bill,*” to ensure you bill appropriately per contract.

- **If EIS has checked *Private Insurance/Other*:** Bill the family’s private insurance as indicated on the AFS. IF private insurance denies payment, then submit the denial letter and bill EIS at the approved rate. EIS will only check this box if the family has consented that their private insurance may be billed.
- **If EIS has checked *Medicaid/QUEST*:** Bill QUEST or QExA health plans directly for hearing aid related services. EIs will only check this box if the family has consented for Medicaid to be billed. Hearing aid related procedure codes to be billed directly to QUEST or QExA health plans are listed below.

CODE	HEARING AID SERVICE – Do Not Bill EIS
V5253	Digital or analog hearing aid purchase
92590	Hearing aid examination and selection, monaural
92591	Hearing aid examination and selection, binaural
V5090	Dispensing fee (per hearing aid)
V5014	Digital repairs per aid not covered by warranty
V5267	Miscellaneous items, such as ear hook, battery tester, dessicant, SuperSeals, listening stethoscope, flange
	Retubing (per hearing aid)
	Ear mold grinding (per hearing aid)

Per contract, with a family consent, it is required that private insurance is accessed whenever possible, as **EIS is the payer of last resort**.

4. **Invoice for Mileage**

If the provider contract allows mileage, submit a **separate invoice for mileage** with the monthly Invoice for Services. The provider shall utilize the designated format in the attached sample. The mileage invoice must coincide with the service invoice and follow the same order as the invoice for services. Invoiced mileage **shall not** exceed the authorized mileage indicated on the AFS. Refer to the attached sample Invoice for Mileage Charges, and notes for instructions.

5. **Payment Procedure**

Prior to submittal of the provider's initial invoice for services rendered, the provider shall submit an official VTM New Vendor Information Letter (sample attached). The provider shall use their **full legal name** that is registered with the State when submitting this request, as well as on all original invoices. The invoices shall also be signed in **BLUE ink**.

When an original invoice is received at the EIS Fiscal Unit, it is:

- a. Matched with the approved AFS (based on the authorization number) to confirm the authorization, verify provider calculations, data entry;
- b. Sent to the DOH's Administrative Services Office (ASO) for review, batching, and
- c. Forwarded to the Department of Accounting and General Services (DAGS) for approval, check issuance, and mailing of the check to the provider.

This entire process usually takes two to five weeks after EIS receives a correct invoice. Any error, omission of data, or an incorrect format will delay payment as the invoice will be returned to the provider for correction. Manual corrections to the invoice are not acceptable. EIS will contact the provider if an invoice requires corrections. HIPAA prohibits emailing invoices or documents with child names, initials, or other child information.

Please mail the original invoice, signed in **BLUE ink**, to:

Early Intervention Section
1010 Richards Street, Suite 800
Honolulu, Hawaii 96813
Attention: Fiscal Unit

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

List all professionals who will provide EI services per contract, and their professional license or certificate number, as applicable. Indicate the corresponding individual's initials which will appear on the Invoice for Services. Please assure there are no duplicate initials used.

Submit the signed and dated Personnel List to the address below verifying the providers meet the highest quality standard.

Email: mae.braceros@doh.hawaii.gov

OR

Early Intervention Section
1010 Richards Street, Suite 800
Honolulu, Hawaii 96813
Attention: Contracts Unit

To indicate any personnel change, resubmit the Personnel List (signed and dated) with the appropriate revisions to the above address or email.

7. Reports

When an evaluation report is required, submit the completed report to the child's CC within two (2) weeks following the evaluation. The report shall address the reason for the referral and a summary of the child's concerns, including impressions, recommendations, and a diagnosis as appropriate.

The attached form EI-6c, Fee-For-Service Provider Quarterly Progress Report, for each child shall be submitted to the child's CC prior to the end of the authorization period. To accommodate the provider's required timelines, follow the EIS established guidelines below regarding the authorization and reporting periods:

Reporting Period	Report Due BY
December – February	March 15 th
March – May	June 15 th
June – August	September 15 th
September - November	December 15 th

The following types of ongoing services require submission of a Quarterly Report (QR):

- a. Aural Rehabilitation
- b. Deaf Educator Consultation/Treatment
- c. Instructional Consultant (IC) and Skills Trainer (ST) for Intensive Behavioral Support (IBS) Services
The IC shall submit the QR for the ST services. In lieu of completing the entire QR, the IC may complete the top portion and attach the current Behavior Strategy Guide (BSG) with a note in the Outcomes area of the QR stating "see attached," and in the space provided, indicate any new issues that are not already indicated in the BSG.
- d. Nutrition Consultation/Treatment
In lieu of completing the entire QR, the dietician may complete the top portion and with a note in the Outcomes area, referring to the assessment(s) (give dates), and in the space provided, indicate any new issues that are not already addressed in the current assessment.
- e. Psychological Consultation/Treatment
- f. Therapeutic Consultation/Treatment (e.g., OT, PT, SLP, SPIN)
- g. Vision Services

8. Required Forms and Samples

EI-6a, Authorization for Services (AFS), rev 09-15-15

EI-6b, FFS Provider Service/Attendance Log

Sample Invoices:

 Invoice for Services

 Invoice for Mileage Charges

EI-6c, Fee-For-Service Provider Quarterly Progress Report

Personnel List

Sample VTM New Vendor Information Letter



SAMPLE

State of Hawai'i Department of Health
Early Intervention Section
1010 Richards Street, #800 • Honolulu • HI • 96813
AUTHORIZATION FOR SERVICES

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

Condition/Diagnosis: _____ ICD Code: _____ EI-ID #: _____

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

Type of Service Needed: (Check only one service) Frequency/Intensity:

<input type="checkbox"/> Audiology	<input type="checkbox"/> Psychology (IBS IC) *	Behavior Strategies: _____
<input type="checkbox"/> Nutrition	<input type="checkbox"/> Psychology (IBS ST) *	Consultation: _____
<input type="checkbox"/> Occupational Therapy	<input type="checkbox"/> Speech Language Pathology	Evaluation**: _____
<input type="checkbox"/> Physical Therapy	<input type="checkbox"/> Transportation	Hearing Aid Related: _____
<input type="checkbox"/> Psychology (NON IBS)	<input type="checkbox"/> Other: _____	Treatment: _____

*Name of EIS BSS Staff: _____ Meeting***: _____

Evaluation Consent on file: Yes No *Specify Meeting: _____

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

Name: _____ Phone: _____ Fax: _____

Address: _____

Attn. (therapist): _____

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

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

Physician: _____ Insurance: _____

Care Coordinator	Phone	Program Name	Fax #	AFS Request Date
------------------	-------	--------------	-------	------------------

Date and Comments about services/changes in services and/or frequency/intensity: (include effective date)	Auth. Init.

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

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

(Use Provider's Letterhead with Provider's dba and Remittance Address)

SAMPLE

INVOICE FOR SERVICES

DATE: August 1, 2017

TO: Early Intervention Section
1010 Richards Street, Suite 800
Honolulu, HI 96813
Attention: AFS Payments

SERVICE: OT, PT, Speech/Language Pathology

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

ISLAND: Oahu

SERVICE MONTH: July 2017

						Time of Service		
Name of Child	AFS No.	Date	Service Provided	Service Location	Provider Initials	Hours	Hourly Rate	Total Cost Per Child
Kalani North	001200	07-02	PT Eval	H		1.00	\$ 45.00	\$ 45.00
"	002222	07-02	OT Tx	H		.75	\$ 45.00	\$ 33.75
							Subtotal:	\$78.75
Susan South	001112	07-02	PT Tx	H		.75	\$ 45.00	\$ 33.75
"	001113	07-16	SLP Tx	H		1.00	\$ 45.00	\$ 45.00
"	001119	07-25	SLP IFSP Mtg	O		.50	\$ 45.00	\$ 22.50
							Subtotal:	\$101.25
Amy East	005678	07-02	PT Tx	H		1.00	\$ 45.00	\$ 45.00
							Subtotal:	\$45.00
							Grand Total:	\$ 225.00

I, the undersigned, am an authorized signatory for the above named provider and certify that this invoice is accurate, complete, and truthful to the best of my knowledge. I hereby certify that this is an original invoice and signature (blue ink).

Original Signature: _____ Date: _____
(Name) (Title)

Notes: Refer to contract for authorized rates and charges.

1. If you are contracted for multiple service disciplines (e.g. OT, PT, SLP), please specify the discipline and activity rendered.
2. Location of Activity – The table below lists the allowable codes:
H = Home
C = Community / Child Care Center / Preschool / Community Playgroup
O = Other place of service (non-natural environment, e.g., at the program office)
3. Provider initials - the rendering provider's initials must be included on the invoice. Please refer to the Personnel List.

SAMPLE

(Use Letterhead with Provider's dba and Remittance Address)

**INVOICE FOR
MILEAGE CHARGES**

DATE: August 1, 2017
TO: Early Intervention Section
1010 Richards Street, Suite 800
Honolulu, HI 96813
Attention: AFS Payments
MILEAGE RATE: \$ 0.50 /Mile (rate per contract)
ISLAND: Oahu
SERVICE MONTH: July 2017

				Authorized Mileage			
Name of Child	AFS No.	Date	Activity	From Program Name/ Previous Address)	To (Address)	Miles	Cost
Kalani North	001200	7-2	PT Eval	East Sultan	1234 Kapahulu	1.5	\$ 0.75
"	002222	7-2	OT Tx	East Sultan	1234 Kapahulu	1.5	\$ 0.75
"	002222	7-2	Return	1234 Kapahulu	East Sultan	1.5	\$ 0.75
Subtotal:							\$ 2.25
Susan South	001112	7-2	PT Tx	Lanakila ECSP	444 Ala Mahamoe	4.0	\$ 2.00
"	001113	7-16	SLP Tx	Lanakila	444 Ala Mahamoe	4.0	\$ 2.00
"	001113	7-16	Return	444 Ala Mahamoe	Lanakila	4.0	\$ 2.00
Subtotal:							\$ 6.00
Amy East	005678	7-2	PT Tx	444 Ala Mahamoe	1111 Likini	3.0	\$ 1.50
"	005678	7-2	return	1111 Likini	UCP	5.	\$ 2.50
Subtotal:							\$ 4.00
Total Mileage Cost:							\$ 12.25

I, the undersigned, am an authorized signatory for the above named provider and certify that this invoice is accurate, complete, and truthful to the best of my knowledge. I hereby certify that this is an original invoice and signature (blue ink).

Original Signature: _____ Date: _____
(Name) (Title)

SAMPLE

Notes:

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

TABLE 1
Schedule for 07-01-17

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

SAMPLE

Department of Health Early Intervention

FEE-FOR-SERVICE PROVIDER QUARTERLY PROGRESS REPORT

IFSP Date: _____ Reporting Period (Months/Year): _____

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

Child's Name: _____ Birth Date: _____

Care Coordinator: _____ Program: _____

Email: _____ Phone: _____ Fax: _____

Service Provider: _____ Fax: _____

Agency/Program: _____ Phone: _____

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

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

Obj. #: _____ Objective: _____
Progress: _____

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

SAMPLE

Early Intervention Section Fee-for-Service Personnel List

ASO LOG No.: _____

Contractor: _____

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

#	Name	Discipline	Initials	License#/Certification#/ Registration#
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

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

Original Signature: _____ **Date:** _____

NOTES:

- Name: Rendering direct services (provider's first and last name)
- Discipline:
- OT = Occupational Therapist
 - PT = Physical Therapist
 - SLP = Speech Language Pathologist
 - SPED = Special Educator
 - GE = General Educator
 - IC = Instructional Consultant
 - ST = Skills Trainer
 - Psy = Psychologist
 - Other = Other (please specify)

Initials: Please do not use duplicates

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

SAMPLE

VTM New Vendor Information Letter

(Provider's ENTIRE LEGAL NAME, including dba)
(Business Address, matching the address on the Certificate of Liability Insurance)
(City, State, Zip Code)

(Date)

Mae Braceros
Early Intervention Section
1010 Richards Street, Suite 800
Honolulu, Hawaii 96813

RE: NEW VENDOR INFORMATION

Aloha Mae:

Here is the information you requested to set up my vendor code on FAMIS, for payment of my invoices for *(type of service providing)* services.

My SSN: *(###-##-####)*

Sincerely,

(Provider's Signature)

Attachment C

Credentialing and Supervision Guidelines for Providers of Intensive Behavioral Support Services

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

I. **Instructional Consultant:**

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

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

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

Licensure and credentialing requirements:

1. *Board Certified Behavior Analyst-Doctorate* (BCBA-D); or
2. *Board Certified Behavior Analyst* (BCBA); or
3. *Board Certified Assistant Behavior Analyst* (BCaBA).

II. **Skills Trainer:**

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

Credentialing requirements:

1. *Registered Behavior Technician* (RBT); or
2. *Board Certified Assistant Behavior Analyst* (BCaBA).

Attachment D

Guidelines for: Certificate of Insurance, Tax Clearance Certificate, and Notary

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

Name

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

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

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

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

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

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

The insurance coverage shall be primary and shall cover the insured for all work to be performed under the Contract, including changes, and all work performed incidental thereto or directly or indirectly connected therewith. The contractor shall maintain in effect this liability insurance until the State certifies that the contractor’s work under the contract has been completed satisfactorily.

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

A. General Liability – additional requirements

1. Additional Insured

- i. The certificate must have a Special Provision naming “Additional Insured” as per the following: “The State of Hawaii and its officers and employees are additional insured with respect to operations performed for the State of Hawaii.”

B. Certificate/Memorandum Holder

1. **DOES NOT** refer to “Certificate Holder” or “Memorandum Holder” when describing the additional insured **unless** the Certificate Holder is identified as the State of Hawaii only, and not a subdivision thereof.

i. The certificate or memorandum holder shall be:

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

C. The company issuing the policy **must** be licensed by the State of Hawaii. **If not**, then pursuant to HRS §431:8-301, the following must be stated on the certificate: “This insurance contract is issued by an insurer which is not licensed by the State of Hawaii and is not subject to its regulation or examination. If the insurer is found insolvent, claims under this contract are not covered by any guaranty fund of the State of Hawaii.”

D. Cancellation Provisions

1. The Contractor shall immediately provide written notice to the contracting department or agency should any of the insurance policies evidenced on its certificate of insurance forms be cancelled, limited in scope, or not renewed upon expiration.
2. If the scheduled expiration date of the insurance policy is earlier than the expiration date of the time of performance under the Contract, the Contractor, upon renewal of the policy, shall promptly cause to be provided to the State an updated certificate of insurance.

Tax Clearance Certificate (TCC)

A. The form is available at: <http://www.hawaii.gov/tax/a6.pdf>. The document **MUST** have the **GREEN** Certified Copy Stamp, and have a State approval stamp and IRS approval stamp not more than 6 months from the effective date of agreement.

B. If the provider is registered with **Hawaii Compliance Express (HCE)**, and current status is compliant, this **DOES NOT** apply.

Notary Public

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