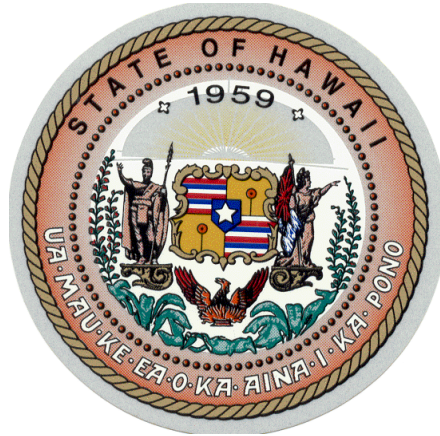




STATE OF HAWAII
Department of Human Services
REQUEST FOR PROPOSAL (RFP)

Consultant Support for Health Care Services

RFP-MQD-2027-001



STATE OF HAWAI'I

DEPARTMENT OF HUMAN SERVICES

MED-QUEST DIVISION

HEALTH CARE SERVICES BRANCH

REQUEST FOR PROPOSALS
RFP-MQD-2027-001

Consultant Support for Health Care Services

September 11, 2026

Note: It is the Offeror's responsibility to check the public procurement notice website for any addenda issued to this RFP. The State shall not be responsible for any incomplete proposal submitted as a result of missing addenda, attachments or other information regarding the RFP.

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SECTION 1 ADMINISTRATIVE OVERVIEW

1.1 Purpose of the Request for Proposals (RFP)

A. The State of Hawaii (State), Department of Human Services (DHS), Med-QUEST Division (MQD), Hawaii's Medicaid program, is seeking a qualified organization to provide professional consulting, policy development, and implementation support services across a broad portfolio of MQD initiatives. MQD is a dynamic organization with multiple concurrent initiatives under design, development, or implementation at any given time, driven by changing federal authorities, federal waivers, new legislation, grant funding, or other programmatic priorities. MQD seeks a Contractor capable of providing flexible, subject-matter-informed support across a full range of initiatives spanning healthcare services delivered via QUEST Integration (QI) Health Plans, the Community Care Services (CCS) Health Plan, or Fee for Service (FFS) programs under MQD's oversight and regulatory authority. Recent initiative examples include: implementing a nutrition support program in alignment with requirements listed in Hawaii's 1115 Demonstration Waiver; revising and aligning the vision and goals of a hospital pay for performance program; and implementing a pre-release services program to provide specialized services for incarcerated Medicaid-eligible juveniles and adults who are within ninety (90) days of release from incarceration.

B. The work being done under this contract will require coordination across multiple MQD branches and offices, including the Health Care Services Branch (HCSB), Clinical Services Office (CSO), and Health Analytics Office (HAO), as well as coordination with MQD's

network of contracted partners, including its Actuary, Fiscal Agent, External Quality Review Organization, and QI health plans. MQD anticipates that the specific initiatives requiring Contractor support will evolve over the term of the Contract, and that the Contractor will be expected to provide support across new initiatives as they are identified, while transitioning oversight of established initiatives to MQD staff as appropriate. This work is intended to result in successfully implemented programs, well-documented processes, and strengthened internal MQD capacity to oversee initiatives on an ongoing basis.

- C. Offerors are advised that the entire RFP, including all appendices, attachments, addenda, amendments, if any, and the corresponding proposal shall be part of the contract with the selected Offeror.
- D. MQD reserves the right to modify, amend, change, add, or delete any requirements in this RFP to serve the best interest of the State. If significant amendments are made to the RFP, interested parties shall be provided additional time to submit their proposals.
- E. No payments in advance or in anticipation of goods or services to be provided under any resulting contract shall be made. Early payments, down payments, or partial payments shall not be made. The Contractor shall only be compensated for performance delivered and accepted by MQD.

1.2 Authority for Issuance of RFP

- A. This RFP is issued under the authority of Title XIX of the Social Security Act, 42 United States Code Section 1396, et. seq. as

amended, Hawaii Revised Statutes (HRS), Title 9, Chapter 103D, and Hawaii Administrative Rules (HAR) Chapter 3-122.

- B. All Offerors are charged with presumptive knowledge of all requirements cited by these authorities, and submission of a valid executed proposal by any prospective 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 DHS reserves the right to reject any or all proposals received or to cancel this RFP according to the best interest of the State.

1.3 Issuing Officer

- A. This RFP is issued by the State of Hawaii, Department of Human Services. The Issuing Office within the DHS is the sole point of contact from the date of release of this RFP until the selection of the successful Offeror. The Issuing Officer is:

Ms. Meredith Nichols

Department of Human Services/Med-QUEST Division
601 Kamokila Boulevard, Room 518
Kapolei, HI 96707
Telephone: (808) 692-8052
Fax: (808) 692-8087

1.4 Use of Subcontractors

- A. In the event of a proposal submitted jointly by more than one (1) organization, one (1) organization shall be designated as the prime Offeror and shall have responsibility for not less than sixty (60) percent of the work to be performed. The project leader shall be an employee of the prime Offeror and meet all the relevant

experiences. All other participants shall be designated as sub-contractors. Major subcontractors shall be identified by name and by a description of the service/functions they will be performing. If awarded the contract, the prime Offeror shall be wholly responsible for the entire performance whether or not subcontractors are used. The prime Offeror shall sign the contract with the DHS.

1.5 Organization of the RFP

A. This RFP is composed of eight (8) sections plus appendices:

1. Section 1 – Administrative Overview – Provides general information on the purpose of the RFP, the authorities relating to the issuance of the RFP and the organization of the RFP.
2. Section 2 - RFP Schedule and Procurement Requirements – Provides information on the rules and schedules for procurement of this RFP.
3. Section 3 – Background – Describes the current medical assistance programs.
4. Section 4 – Scope of Services- Provides information on the services to be provided under the contract.
5. Section 5 – Terms and Conditions – Describes the terms and conditions under which the work shall be performed.
6. Section 6 – Mandatory and Technical Proposal – Defines the technical proposal and the minimum information to be provided in the proposal.

7. Section 7 – Business Proposal – Defines the required format of the business proposal and the minimum information to be provided in the proposal.
8. Section 8 – Proposal Evaluation and Price Analysis – Defines the evaluation criteria and explains the evaluation process.

B. Various appendices are included to support the information presented in Sections 1 through 8.

SECTION 2 RFP SCHEDULE AND PROCUREMENT REQUIREMENTS

2.1 RFP Timeline

A. The delivery schedule set forth herein represents the DHS’s best estimate of the schedule that will be followed. If a component of this schedule, such as Proposals Due date, is delayed, the rest of the schedule will likely, but not necessarily, be shifted by the same number of days. The proposed schedule is provided in Table 1: 2.1.A below:

Table 1: 2.1.A Schedule of RFP Events

Schedule of RFP Events	Date
Issue RFP	September 11, 2026
Submission of Written Proposal Questions	October 2, 2026
Written Responses to Proposal Questions	October 9, 2026
Notice of Intent to Propose	October 16, 2026
Proposal Due Date	October 20, 2026
Contract Award	October 30, 2026
Contract Effective Date	January 1, 2027 (approximate)

2.2 Submission of Written Questions

- A. Offerors shall submit questions by e-mail with the following subject line: "Written Questions for Consultant Support for Health Care Services RFP" and shall be emailed to the following email address:

E-mail: QUEST_Integration@dhs.hawaii.gov

- B. The written questions shall reference the RFP, page and paragraph number, and bullet number, if appropriate, provided in Appendix A. Offerors must submit written questions by 2:00 p.m., Hawaii Standard Time (H.S.T.) on the date identified in Section 2.1. MQD shall respond to the written questions no later than the date identified in Section 2.1. No verbal responses shall be considered as official or required to be provided.

2.3 Notice of Intent

- A. Offerors shall submit a Notice of Intent to Propose to the Issuing Officer no later than the date identified in Section 2.1 at 2:00 p.m., H.S.T using the format provided in Appendix B. The Notice of Intent to Propose shall be on the official business letterhead of the Offeror and shall be signed by an individual authorized to commit the Offeror to the work proposed. Submission of a Notice of Intent to Propose is necessary for the Issuing Officer to provide the proposal designated electronic submission site.
- B. The Notice of Intent to Propose shall include the subject line: "Notice of Intent to Propose for Consultant Support for Health Care Services RFP" and shall be emailed to the following email address:

E-mail: QUEST_Integration@dhs.hawaii.gov

2.4 References

- A. Offeror shall list, on Appendix C, three (3) government agencies, including at least one (1) State Medicaid Agency, with whom they have worked closely within the last two (2) years. DHS reserves the right to contact the references provided.

2.5 Additional Information about the Hawaii Medicaid Program

- A. Offerors may review information describing Hawaii's Medicaid program, by visiting the MQD website at: <https://medquest.hawaii.gov>
- B. All possible efforts shall be made to ensure the information contained in the website is complete and current. However, MQD does not warrant that the information in the website is indeed complete or correct and reserves the right to amend, delete and modify the information at any time without notice.

2.6 Requirements to Conduct Business in the State of Hawaii

- A. Offeror is advised that if awarded a contract under this RFP, Offeror shall, prior to award of the contract, furnish proof of compliance with the following requirements of Hawaii Revised Statutes (HRS) §103D-310(c) and Hawaii Administrative Rules (HAR) §3-122-112, required to conduct business in the State:
 - 1. HRS Chapter 237, General Excise Tax Law;
 - 2. HRS Chapter 383, Hawaii Employment Security Law;
 - 3. HRS Chapter 386, Workers' Compensation Law;
 - 4. HRS Chapter 392, Temporary Disability Insurance;

5. HRS Chapter 393, Prepaid Health Care Act; and,
 6. HRS §103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State.
- B. Offerors are advised that there are costs associated with compliance under this section. Any costs are the responsibility of the Offeror. Proof of compliance may be shown by providing the Certificate of Vendor Compliance issued by Hawaii Compliance Express (HCE). The State will verify compliance on HCE.

2.7 Hawaii Compliance Express (HCE)

- A. The DHS utilizes the HCE to verify compliance with the requirements under §103D-310 (c), HRS and §3-122-112, HAR upon award of the Contract. HCE is an electronic system that allows vendors, contractors, service providers doing business with the State to quickly and easily demonstrate compliance quickly and easily with applicable laws. It is an online system that replaces the necessity of obtaining paper compliance certificates from the Department of Taxation and Internal Revenue Service tax clearance Department of Labor and Industrial Relations labor law compliance, and Department of Commerce and Consumer Affairs good standing compliance. There is a nominal annual fee for the service. The Offeror is responsible for the payment of that fee. 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/splash/welcome.html>

- B. Offerors are advised to register on HCE as soon as possible. If an Offeror is not compliant on HCE at the time of award, an Offeror will not receive the award.

2.8 Suspension and Debarment

- A. Pursuant to Office of Management and Budget (OMB) 2 Code of Federal Regulations (CFR) Section 180, no award of contract under this RFP shall be made if the Offeror, its subcontractors, or its principals have been suspended or debarred, disqualified or otherwise excluded from participating in this procurement.

2.9 Rules of Procurement

- A. To facilitate the procurement process, various rules have been established as described in the following subsections.
- B. Restriction on Communication with State Staff
 - 1. In order to provide equal treatment to all Offerors, questions shall be submitted in writing and answers shall be distributed to all who requested an RFP.
 - 2. Offerors shall not be permitted to discuss its proposal with State Staff, or any State Contractors closely involved in the preparation and issuance of the RFP, from the time when the RFP is issued until contract execution or until this RFP is canceled and DHS has no intention to issue a re-solicitation.
 - 3. Offerors shall only be permitted to discuss the proposal with State Staff, or any State Contractors closely involved in the preparation and issuance of the RFP, during the Proposal Evaluation Period, at the request of DHS per HAR §3-122-53.

C. RFP Amendments

1. DHS reserves the right to amend the RFP any time prior to or on the closing date for the submission of the proposal. Prior to and on the closing date for submission of proposal, amendments shall be posted on the Hawaii Awards & Notices Data System (HANDS) website.
2. In addition, amendments may also be made after proposal submission, consistent with HAR §3-122-16.06(f).

D. Costs of Preparing Proposal

1. 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 shall provide no reimbursement for such costs.

E. Disposition of Proposals

1. All proposals become the property of the State. The successful proposal shall be incorporated into the resulting contract and shall be public record. The State of Hawaii 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. Written requests for an explanation of rejection shall be responded to in writing within five (5) working days of receipt.
2. Offerors who submit technical proposals which do not meet mandatory requirements or which do not meet all the

threshold requirements during the technical evaluation phase, shall have their technical and business proposals returned. The business proposal shall be returned unopened.

F. Rules for Withdrawal or Revision of proposal

1. 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 DHS 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.

G. Independent Price Determination

1. 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.
2. An Offeror shall include a certified statement in the proposal certifying that the bid was arrived at without any conflict of interest or anticompetitive actions, 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.

H. Confidentiality of Information

1. 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 member information. Price is not considered confidential and will not be withheld. An explanation to DHS of how substantial competitive harm would occur if the information is released is required in the Transmittal Letter for the Technical Proposal as described in Section 6.3 for each section marked "Proprietary" or "Confidential." Such information 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. DHS shall maintain the confidentiality of the information to the extent allowed by law. Blanket labeling of the entire document as "Proprietary", however, is inappropriate. By submitting an explanation in the Transmittal Letter, Offeror understands and agrees that DHS may use the explanation as stated in the Transmittal Letter to provide a reason for not disclosing the "Proprietary" or "Confidential" information in accordance with HRS Chapter 92F.
2. An Offeror must submit a redacted version of a proposal if the Offeror marks any part of its proposal as "Proprietary" or "Confidential." The redacted version of the proposal shall redact all confidential and proprietary information by covering the text with black overlay that cannot be removed or reveals the text. By submitting the redacted version of the proposal, Offeror understands and agrees that if DHS must provide the redacted

proposal pursuant to a record request, then DHS intends to provide the redacted version as provided by the Offeror without consulting the Offeror prior to disclosure. Offeror bears all risk and liability of the failure to properly redact its own proposal.

I. No Contingent Fees

1. 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.

2.10 Acceptance of Proposals

- A. DHS reserves the right to reject any or all proposals received or to cancel this RFP when it is determined to be in the best interest of the State.
- B. DHS also reserves the right to waive minor irregularities in proposals, provided such action is in the best interest of the State.
- C. Where DHS 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.

- D. The DHS also reserves the right to accept only those proposals that meet all terms of the RFP without changing the requirements, submitted in accordance with all mandatory and technical proposal requirements set forth in this RFP and which demonstrate an understanding of the requirements. Any proposal disagreeing with terms set forth in the RFP or offering any other set of terms and conditions contradictory to those included in this RFP may be deemed inconsistent with the RFP or a counteroffer, and disqualified.

2.11 Submission of Proposals

- A. Each qualified Offeror shall submit only one (1) proposal to provide Consultant Support for Health Care Services. In the event that more than one (1) proposal is submitted, DHS shall reject all proposals. The format and content of the proposal is specified in Section 6 and Section 7.
- B. Proposals shall be submitted using Offeror's exact legal name as registered with the DCCA. Failure to do so may delay proper execution of the contract. The authorized signature on the Offer form (Appendix D) 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.
- C. The Offeror shall submit Mandatory, Technical and Business proposals in one (1) single electronic primary folder and a redacted version of the Mandatory, Technical, and Business proposals, redacting all confidential and proprietary information

as detailed in Section 2.9.H., in one (1) single electronic redacted version folder to the DHS-designated proposal electronic submission site provided by the Issuing Officer. If there are discrepancies between the electronic primary folder and the electronic redacted version folder, the electronic primary folder will be the final version. The Issuing Officer shall receive electronic primary and redacted version of the Mandatory, Technical, and Business proposals no later than 2:00 p.m. H.S.T. on the Proposal Due Date specified in Section 2.1.

- D. The one (1) single electronic primary folder shall have three (3) subfolders: Mandatory Proposal, Technical Proposal, and Business Proposal.
- E. The Offeror shall submit the Mandatory, Technical, and Business proposals to the designated electronic submission site as follows:
 - 1. All proposals shall be submitted in a fully searchable Portable Document Format (PDF).
 - 2. The PDF submission shall not be password-protected or encrypted.
 - 3. Any forms or documents requiring signature(s) shall be scanned into the respective PDF files.
- F. The Offeror shall place the Mandatory Proposal, as described in Section 6, in the Mandatory Proposal subfolder as one (1) PDF file.
 - 1. For the Mandatory Proposal subfolder, the Offeror shall create one (1) PDF to include all required items described in Section 6.

- G. The Offeror shall place the Technical Proposal requirements, as described in Section 6, in the Technical Proposal subfolder as one (1) PDF file.
1. For the Technical Proposal subfolder, the Offeror shall create one (1) PDF file for each evaluation category described in Section 8. Each file nomenclature shall be the same as the evaluation category (for example, Category – Executive Summary). For each evaluation category PDF file submission, the Offeror shall include all appendices, graphics and attachments as required in this RFP or to support the responses only for the specific evaluation category. No video shall be included.
- H. The Offeror shall place the Business Proposal, as described in Section 7 in the Business Proposal subfolder as one (1) PDF file. The information required in Appendix E shall be included in the Business Proposal.
- I. The Offeror shall solely bear the whole and exclusive responsibility for ensuring that the documents are received by the Issuing Officer and for ensuring the complete, correctly formatted, legible, and timely transmission of all documents. The Offeror shall assume all risk that the Issuing Officer receiving equipment and system may be inoperative or otherwise unavailable at the time transmission is attempted.
- J. The Offeror file submissions to the DHS-designated proposal electronic submission site can reviewed or revised until 2:00 p.m. H.S.T. on the Proposal Due Date specified in Section 2.1.

- K. After the closing date and time, the DHS-designated proposal electronic submission site will be closed to prevent further proposal submissions or revisions.
- L. Any proposals received after the deadline will be rejected and returned to the Offeror.
- M. The Offeror shall submit the proposal as follows:
 - 1. All proposals must be submitted in a fully searchable PDF format.
 - 2. The PDF submission shall not be password-protected or encrypted.
 - 3. Any forms or documents requiring signature(s) shall include electronic signature verification or be signed manually and scanned into the respective PDF files.

2.12 Proposal Inspection

- A. During the proposal evaluation and award recommendation period, proposals shall not be available for inspection.
- B. Procurement files shall be open for public inspection after a contract has been awarded and executed.

2.13 Disqualification of Offerors

- A. An Offeror shall be disqualified and the proposal automatically rejected for any one or more of the following reasons:
 - 1. Proof of collusion among Offerors, in which case all bids 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.

2. An Offeror's lack of responsibility and cooperation as shown by past work or services.
3. An Offeror is in arrears on existing contracts with the State or has defaulted on previous contracts.
4. An Offeror's lack of proper license, if such license is required, to cover the type of work contemplated.
5. An Offeror shows any noncompliance with applicable laws.
6. An Offeror's delivery of proposal after the deadline specified in the advertisement calling for bids.
7. 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.
8. An Offeror's lack of financial stability and viability.
9. An Offeror's consistently substandard performance related to meeting MQD requirements from previous contracts.

2.14 Irregular Proposals

- A. Proposals shall be considered irregular and rejected for the following reasons including, but not limited to the following:
 1. The Offer form or transmittal letter is not signed by the Offeror or does not include notarized evidence of authority of the officer submitting the proposal to submit such proposal.

2. 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.
 3. 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.
- B. Technical irregularities are matters of form rather than substance evident from the proposal document, or insignificant mistakes that can be waived or corrected without prejudice to other Offerors; that is, when there is no effect on price, quality, or quantity. If discussions are not held or if the best and final offers upon which award will be made have been received, the Procurement Officer may waive such irregularities or allow an Offeror to correct them if either is in the best interest of the State. Examples include the failure of an Offeror to return the number of signed proposals required by the request for proposal.

2.15 Mistakes in Proposals

- A. Mistakes shall not be corrected after award of contract.
- B. When the Procurement Officer knows or has reason to conclude before award that a mistake has been made, the Procurement Officer should request the offeror to confirm the proposal. If the Offeror alleges mistake, the proposal may be corrected or withdrawn pursuant to this section.

- C. Once discussions are commenced or after best and final offers are requested, any priority-listed Offeror may freely correct mistakes by modifying or withdrawing the proposal until the time and date set for receipt of best and final offers.
- D. If discussions are not held, or if the best and final offers upon which award will be made have been received, mistakes shall be corrected to the intended correct offer whenever the mistake and the intended correct offer are clearly evident on the face of the proposal, in which even the proposal may not be withdrawn.
- E. If discussions are not held, or if the best and final offers upon which award will be made have been received, an Offeror alleging a material mistake of fact which makes a proposal non-responsive may be permitted to withdraw the proposal if: the mistake is clearly evident on the face of the proposal but the intended correct offer is not; or the Offeror submits evidence which clearly and convincingly demonstrates that a mistake was made.

2.16 Cancellation of RFP

- A. 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. 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.

2.17 Best and Final Offer (BAFO)

- A. Generally, if the State determines a BAFO is necessary, it shall request one from the Offeror. The Offeror shall submit its BAFO,

and any BAFO received after the deadline, or not received, shall not be considered.

2.18 Award Notice

- A. The notice of intended contract award, if any, shall be sent to the selected Offeror on or about the date specified in Section 2.1. The successful Offeror receiving award shall enter into a formal written contract.
- B. The contract award is subject to availability of funding.
- C. 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.
- D. DHS is not liable for any costs incurred prior to the Contract Execution Date identified in Section 2.1.

SECTION 3 BACKGROUND

3.1 Medical Assistance in Hawaii

- A. The MQD within the DHS is the single agency in Hawaii to manage the Medicaid program.

3.2 Department of Human Services

- A. The MQD is the division within the DHS that administers Hawaii's medical assistance programs. Medicaid, a federal and state partnership program created by Congress in 1965, provides medical assistance coverage to qualified uninsured and underinsured residents through Managed Care or Fee for Services.

- B. Through these programs, Medicaid covers approximately 388,000 individuals. Eligibility is based on categorical eligibility requirements, which are subject to different income level thresholds and may or may not include an asset limit.

SECTION 4 SCOPE OF SERVICES

4.1 Introduction

- A. MQD is a vibrant and forward-looking organization with multiple initiatives under design or implementation at any given time. These initiatives may be driven by new or amended federal authorities, including; new waivers or waiver amendments; federal regulatory requirements and compliance mandates, state legislation or appropriations; grant funding or federal technical assistance; or MQD's own programmatic goals and quality improvement priorities. Across all of these drivers, MQD seeks a single experienced consulting partner to support the design, development, and implementation of new programs and initiatives, coordinate with MQD's network of contracted partners and stakeholders, and scaffold MQD staff to progressively assume ownership and oversight of each initiative as it matures.
- B. The purpose of this contract is to provide MQD with access to a highly qualified consulting team with extensive familiarity with MQD's operations and stakeholders as well as subject matter expertise across the full range of MQD's programmatic priorities. The Contractor will serve as MQD's consulting resource across its broad programmatic portfolio, with MQD having the flexibility to direct consulting support toward the initiatives that represent its highest priorities at any given time. When the initiatives are

successfully stabilized and transitioned to MQD staff, the Contractor will redirect support to emerging priorities as identified by MQD.

C. The overall goals and objectives of the services provided, related to this RFP, are for the Department to be able to:

1. Successfully design, develop, and implement new healthcare initiatives across its full portfolio of programs, including initiatives under its Section 1115 Demonstration Waiver, managed care contracts, federal regulatory requirements, and other health or health-related initiatives;
2. Access timely, expert subject matter support for a broad range of Medicaid policy and program areas;
3. Ensure that new initiatives are implemented with appropriate guidance, processes, stakeholder engagement, and other program needs;
4. Coordinate functions across MQD's staff and contracted partners (including its Actuary, Fiscal Agent, External Quality Review Organization, Health Plans, systems vendor, and other contractors), with each party working within their relative scope of work;
5. Build and strengthen internal MQD staff capacity to assume ongoing oversight and leadership of new initiatives, reducing dependence on external consulting support over time; and
6. Maintain responsiveness to federal compliance requirements, CMS reporting obligations, and emerging state and federal policy changes affecting MQD's programs and populations.

4.2 Scope of Work

- A. It is expected that the Offeror will address and perform the tasks set forth in this RFP.
- B. The services required under this RFP include providing expert consulting, policy development, and implementation support across MQD's priority initiative areas via a highly experienced consulting team with demonstrated subject matter expertise and integrated project management experience in Medicaid Programs. The specific tasks associated with each initiative will vary based on scope, complexity, and state of development. The Contractor should expect that work under this RFP will generally span the full lifecycle of the initiative including planning and design; project coordination and stakeholder engagement; operational processes and deliverables; implementation support; post-launch stabilization; and scaffolding of MQD staff toward assumption of ongoing oversight. Specific initiatives may also require data analysis, federal authority development, risk identification, and other tasks critical to program success and sustainability. Anticipated services within this scope include:
 - 1. Provide expert opinions, recommendations, and information relevant to the Hawaii Medicaid program. This includes topics such as primary care, acute care, behavioral health, long term services and supports (LTSS), health related social needs (HRSN), Medicaid and Medicare integration, managed care, payments and financing, health information technology, workforce development, and other related services as needed;

2. Provide overall project management of certain initiatives to ensure timely development and implementation;
3. Include a project management officer and sufficient key personnel to deliver the scope of services in this contract;
4. Provide expertise on strategic health care and community partnerships in the implementation of new and ongoing initiatives;
5. Assist with technical support in program design, financing, and operational processes for MQD initiatives;
6. Align financial incentives across the program, including primary care, acute care, behavioral health, LTSS, duals and others;
7. Develop, write and interpret legislation;
8. Evaluate project performance across implementation partners;
9. Assist with drafting, interpreting and implementation of federal authorities, including managed care regulations, and negotiating terms with CMS and other federal agencies related to health and healthcare;
10. Support data and analytic functions, including development of key performance indicators and quality measures, design and development of dashboards or other performance tools, and support for federally required data collection and reporting obligations;

11. Develop high quality materials for MQD to use internally and with stakeholders, including PowerPoints, Word documents, and Excel spreadsheets;
 12. Engagement with MQD's local stakeholders across its initiative portfolio, including design and facilitation of community engagement processes, development of communication materials, coordination with health plans, providers, community-based organizations, beneficiaries and other state agencies;
 13. Provide project management support including tracking, risk escalation, timelines, status reports and other related items;
 14. The Contractor must provide all staffing, office equipment, travel expenses, computer hardware and software and procedures required to perform the services described herein. The Contractor shall be responsible for all costs of providing required services as described in this RFP including all applicable federal, state, and local taxes; and
 15. Assist MQD with tasks related to reports, compliance, stakeholder engagement, and operations.
- C. Over the term of the contract, the Contractor shall complete the following areas of work listed below. The priority of the projects below shall be determined by the State as dictated by state and federal requirements.
1. The Section 1115 demonstration and other federal Medicaid authorities, including continued implementation of initiatives,

compliance, and amendments ex: pending deliverables, annual report, annual public forum.

2. The Section 1915 (c) demonstration including implementation, quality reporting, compliance and amendments.
3. Benefit implementation and Program Design including but not limited to:
 - a. Health-related social needs (HRSN) including services such as housing, nutrition and other related social service supports;
 - b. Pre-release programs and policies, including coordination and program design with other state agencies;
 - c. Home and community-based services (HCBS) and LTSS programs, including waiver administration and compliance, benefit design and implementation and other initiatives for those with LTSS needs;
 - d. Behavioral health policy and programs, including federal demonstration programs or programs for specific populations (e.g., Infant and Early Childhood Mental Health); and
 - e. Pharmacy related benefits and programs.
4. Managed Care Contracting and Oversight including but not limited to:
 - a. Quality Strategy; and

- b. Health plan performance and monitoring.
- 5. Medicaid Medicare integration policies and programs, including integrated care model design and implementation, coordination and compliance with federal requirements, and development of state Medicaid agency contracts.
- 6. Health information technology and systems infrastructure required to implement new or modify existing benefits and support needed data sharing.
- 7. Operational and administrative infrastructure required to implement new initiatives, including operational workflows, tools and forms, benefit coding and claims processing, and other implementation infrastructure.
- 8. QI Contract Re-Procurement, including drafting the new QI request for proposal, all appendices, and health plan manual.
- 9. 1115 Demonstration Waiver Application/Renewal.
- 10. Any Federal or State law changes affecting the Medicaid program, including but not limited to House of Representative 1 also known as For the People Act.

4.3 Availability or Access of the Offeror to the State

- A. The Offeror shall be available to the DHS staff, Monday through Friday, 7:45 a.m. through 4:30 p.m., H.S.T., excluding state holidays.

4.4 Reporting Requirements

- A. The State may require the Contractor to submit status reports.

4.5 State's Responsibility

- A. Provide technical assistance and ongoing oversight to ensure that the goals of the project are reached.
- B. Review and approve monthly invoices.
- C. Meet with Contractor's Project Manager Officer throughout term of the contract to obtain status updates and discuss issues.
- D. Review and approve annual budgets.

SECTION 5 TERMS AND CONDITIONS

5.1 General

- A. The following documents form an integral part of the contract between the Contractor and DHS (hereafter collectively referred to as "the Contract"):
 - 1. 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-008-103D) see Appendix F), any special conditions, attachments and addenda;
 - 2. This RFP, including all appendices, attachments and addenda, and amendments, which shall be incorporated by reference; and
 - 3. The Offeror's proposal submitted in response to this RFP form, which shall be incorporated by reference.
- B. The contract shall be construed in accordance with the laws of the State of Hawaii.

5.2 Conflict Between Contract Documents, Statutes and Rules

- A. In the event of any inconsistency between the articles, attachments, specifications, or provisions which constitute this Contract, the following order of precedence shall apply:
1. Contract Form AG-004, including any special conditions, attachments and addenda.
 2. The Terms & Conditions included in Section 5.
 3. The RFP (RFP-MQD-2027-001), including all appendices, attachments, addenda, and amendments.
 4. The Contractor's offer (the selected Offeror's proposal in response to this RFP).
- B. 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.
- C. The Contractor shall pay all taxes lawfully imposed upon it with respect to the contract or any product delivered in accordance herewith. MQD makes no representations whatsoever as to the liability or exemption from liability of a Contractor to any tax imposed by any governmental entity.
- D. The offer shall be executed by the State of Hawaii Department of Human Services in accordance with the Hawaii Revised Statutes, Chapter 103D, and the administrative rules promulgated thereunder.

5.3 Term of the Contract

- A. This RFP is expected to result in the award of a single 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 State of Hawaii, Department of Human Services. The initial contract term shall begin on January 1, 2027 or upon execution of the contract, whichever is later and shall continue through December 31, 2027.
- B. Unless terminated, the contract may be extended, without the necessity of re-bidding, for not more than seven (7) additional twelve (12) month periods or parts thereof, upon mutual agreement in writing. Any renewal or extension of the contract will be subject to the appropriation and availability of funds and acceptable performance by the Contractor (to be determined by the State).
- C. 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 additional or decrease in services may be required, the Contractor agrees to enter into a supplemental agreement upon request by the State for the additional or decrease in work. The supplemental agreement may also include an extension of the period of performance and a respective increase or decrease in the compensation.
- D. The contract will be terminated only if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal period succeeding the initial term of the contract; however, this does not affect either the State's rights or

the Contractor's rights under any termination clause of the contract. The State must notify the Contractor, in writing, at least sixty (60) days prior to the expiration of the contract term whether funds are available or not available for the continuation of the contract for each succeeding contract extension period. In the event of cancellation, as provided in this paragraph, the Contractor will be reimbursed for the unamortized, reasonably incurred, nonrecurring costs in accordance with HRS 103D-315(c).

- E. Renegotiations will be accepted for consideration only at the end of the contract period.
- F. Pursuant to 45 CFR §75.361, the contract requires that financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report.

5.4 Liability Insurance Requirements

- A. The Contractor shall maintain insurance acceptable to the MQD in full force and effect throughout the term of this contract, until the MQD certifies that the Contractor's work has been completed satisfactorily.
- B. Prior to or upon execution of the contract and any supplemental contracts, the Contractor shall provide to the MQD certificate(s) of insurance, including any referenced endorsements, dated within thirty (30) days of the effective date of the contract necessary to satisfy the DHS that the insurance provisions of this

contract have been complied with. Upon request by the MQD, the Contractor shall furnish a copy of the policy(ies) or endorsement(s) necessary for DHS to verify the coverage required by this section.

C. 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, Hawaii Revised Statutes, if utilizing an insurance company not licensed by the State of Hawaii.

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

Table 2: 5.4.D Insurance Coverage

Coverage	Limits
Commercial General Liability	Per occurrence, not claims made \$1 million per occurrence \$2 million in the aggregate
Workers Compensation / Employers Liability (E.L.)	Workers Comp: Statutory Limits - E.L. each accident: \$1 million - E.L. disease: \$1 million per employee, \$1 million policy limit - E.L. \$1 million aggregate
Professional Liability	May be claims made: \$1 million per claim \$2 million annual aggregate

E. 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."
- F. MQD 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.
- G. The Contractor shall provide prompt written notice to the MQD should any of the insurance policies be cancelled, limited in scope, or not be renewed upon expiration to the extent affecting Contractor's compliance with the requirements hereunder.
- H. 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 MQD to exercise any or all of the remedies provided in this contract for a default of the Contractor.
- I. 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.
- J. If the Contractor is authorized by the MQD 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.

5.5 Waiver of Subrogation

- A. Offeror shall agree by entering into a contract with DHS to provide a Waiver of Subrogation for the Commercial General Liability, Automobile Liability, and Workers Compensation policies. When required by the insurer, or should a policy condition not permit Offeror to enter into a pre-loss agreement to waive subrogation without an endorsement, the Offeror shall agree to notify the insurer and request the policy be endorsed with a Waiver of Subrogation in favor of DHS. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Offeror enter into such an agreement on a pre-loss basis.

5.6 Offerors Progress

- A. On-site reviews may be conducted by the DHS to verify the accuracy and appropriateness of information provided by Offerors in their proposals. DHS may request additional information or documentation from the Offeror that is reasonably required by the DHS in its evaluation of the proposal.

5.7 Inspection of Work Performed

- A. DHS, 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), and the Medicaid Fraud Control Unit of the Department of the Attorney General or their authorized representatives, during normal business hours, have the right to enter into the premises of the Contractor, 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 and have access to all records.

- B. All inspections and evaluations shall be performed in such a manner as not to unduly delay the contractor's work. This includes timely and reasonable access to the personnel for the records and files pertaining to the Contractor in the State of Hawaii at the Contractor's principal place of business or at a storage facility on Oahu that is accessible to the foregoing identified parties.

5.8 Audit Requirements

- A. The state and federal standards for audits of the DHS designees, contractors and programs conducted under contract are applicable to this subsection and are incorporated by reference into the contract. The DHS, the HHS, or the Secretary may inspect and audit any records of the health plan and its subcontractors or providers. There shall be no restrictions on the right of the State or Federal government to conduct whatever inspections and audits are necessary to assure quality, appropriateness or timeliness of services and reasonableness of their costs.

5.9 Wages, Hours and Working Conditions of Employees Providing Services

- A. Before an Offeror enters into a contract in excess of \$25,000, the Offeror shall certify that it complies with HRS Section 103-55, Wages, hours and working conditions of employees of Offerors performing services. The Offeror shall complete and submit the

Wage Certification as provided in Appendix G of the RFP, pursuant to HRS Section 103-55.

5.10 Compliance with other Federal and State Laws

A. The Offeror shall agree to conform to the following federal and state laws as affect the delivery of services under the Contract including, but not limited to:

1. Titles VI, VII, XIX, and XXI of the Social Security Act;
2. Title VI of the Civil Rights Act of 1964;
3. The Age Discrimination Act of 1975;
4. The Rehabilitation Act of 1973;
5. The Americans with Disability Act;
6. The Patient Protection and Affordable Care Act of 2010;
7. Chapter 489, HRS (Discrimination in Public Accommodations);
8. Education Amendments of 1972 (regarding education programs and activities);
9. Copeland Anti-Kickback Act;
10. Davis-Bacon Act;
11. Debarment and Suspension;
12. All applicable standards, orders or regulations issued under section 306 of the Clean Air Act (42 USC 1857 (h)), section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40

CFR part 15) and the Federal Water Pollution Control Act, as amended (33 U.S.C. Section 1251, et seq.);

13. The Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352); and

14. E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375 "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor".

5.11 Standards of Conduct

A. The Contractor shall execute the Standard of Conduct Declaration, a copy of which is found in Appendix H, and which shall become part of the contract between the Contractor and the State.

5.12 Confidentiality of Information

A. In addition to the requirements of General Condition 42, the Contractor understands that the use and disclosure of information concerning applicants, or Medicaid members is restricted to purposes directly connected with the administration of the Hawaii Medicaid program, and agrees to guard the confidentiality of an applicant's or Medicaid member's information as required by law. The Contractor shall not disclose confidential information to any individual or entity except in compliance with the following:

1. 42 CFR Part 431, Subpart F;

2. The Administrative Simplification provisions of the Health Insurance Portability and Accountability Act (HIPAA) and the regulations promulgated thereunder, including but not limited to the Security and Privacy requirements set forth in 45 CFR Parts 160 and 164;
 3. Section 346-10, HRS; and
 4. All other applicable federal and State statutes and administrative rules, including but not limited to:
 - a. Section 325-101, HRS, relating to persons with HIV/AIDS;
 - b. Section 334-5, HRS, relating to persons receiving mental health services;
 - c. Chapter 577A, HRS, relating to emergency and family planning services for minor females;
 - d. 42 CFR Part 2 relating to persons receiving substance abuse services;
 - e. Chapter 487J, HRS, relating to social security numbers; and
 - f. Chapter 487N, HRS, relating to personal information.
- B. Access to member identifying information shall be limited by the Contractor to persons or agencies that require the information in order to perform their duties in accordance with this contract, including the U.S. Department of Health and Human Services (DHHS), the Secretary, the DHS and other individuals or entities

as may be required by the DHS. (See 42 CFR Section 431.300, et seq. and 45 CFR Parts 160 and 164.).

- C. Any other party shall be granted access to confidential information only after complying with the requirements of state and federal laws, including but not limited to HIPAA, and regulations pertaining to such access. The Contractor is responsible for knowing and understanding the confidentiality laws listed above as well as any other applicable laws. Nothing herein shall prohibit the disclosure of information in summary, statistical or other form that does not identify particular individuals, provided that de-identification of protected health information is performed in compliance with the HIPAA Privacy Rule.
- D. The Contractor is a "business associate" of the MQD, as that term is defined under the HIPAA regulations, 45 CFR §160.103, and shall agree and sign the Business Associate Agreement (BAA) found in Appendix I to ensure compliance with HIPAA regulations.
- E. The Contractor is cautioned that State and Federal Medicaid rules, and some other State and Federal statutes and rules, including but not limited to those listed above, are often more stringent than the HIPAA regulations. Moreover, for purposes of this contract, the Contractor agrees that the confidentiality provisions contained in HAR Chapter 17-1702 shall apply to the Contractor to the same extent as they apply to MQD.
- F. The Contractor shall implement a secure electronic mail (email) encryption solution to ensure confidentiality, integrity, and authenticity of email communications that contain information relating to members.

5.13 Subcontractors

- A. The Contractor may negotiate and enter into contracts or agreements with subcontractors to the benefit of the Contractor and the State as long as the subcontractor meet all established criteria and provides 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. No subcontract or agreement that the Contractor enters into with respect to the performance under the contract shall in any way relieve the Contractor of any responsibility for any performance required of it by the contract. The contracts must also include provisions for revoking delegation or imposing other sanctions if the subcontractor's performance is inadequate.
- B. DHS reserves the right to inspect all subcontractor agreements at any time during the contract period. Any subcontract may be subject to the DHS's prior review and approval.
- C. The Contractor shall notify the DHS in writing at least ninety (90) days prior to adding or deleting subcontractor agreements or making any change to any subcontractor agreements which may materially affect the Contractor's ability to fulfill the terms of the contract.
- D. The Contractor shall provide the DHS with 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 the 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.

E. Additionally, no assignment by the Contractor of the Contractor's right to compensation under the contract shall be effective unless and until the assignment is approved by the Comptroller of the State of Hawaii, as provided in Section 40-58, HRS, or its successor provision.

F. All subcontractor agreements must, at a minimum:

1. Describe the activities, including reporting responsibilities, to be performed by the subcontractor and require that the subcontractor meet all established criteria prescribed and provide the services in a manner consistent with the minimum standards specified in the Contractor's contract with the State;
2. Require that the subcontractor fulfill the requirements of 42 CFR Section 438.6 that are appropriate to the service delegated under the subcontract;
3. Include a provision that allows the Contractor to:
 - a. Evaluate the subcontractor's ability to perform the activities to be delegated;
 - b. Monitor the subcontractor's performance on an ongoing basis and subject it to formal review according to a periodic schedule (the frequency shall be stated in the agreement) established by the DHS and consistent with industry standards or State laws and regulations;

- c. Identify deficiencies or areas for improvement; and
 - d. Take corrective action or impose other sanctions including, but not limited to, revoking delegation, if the subcontractor's performance is inadequate.
- 4. Require that the subcontractor 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;
- 5. Require that the subcontractor fully adhere to the privacy, confidentiality and other related requirements stated in the RFP and in applicable federal and state law;
- 6. Require that the subcontractor be subject to State or Federal audit to the same extent as the Contractor under Section 5.8;
- 7. Require that the subcontractor comply with all requirements related to confidentiality of information imposed by this RFP, to the extent subcontractor renders services or perform functions that make such provisions applicable to such agreements;
- 8. Require that the subcontractor notify the Contractor and the MQD of all breaches of confidential information. The notice to the State shall be within two (2) business days of discovery of the breach and a written report of the investigation and resultant mitigation of the breach shall be provided to the State within thirty (30) calendar days of the discovery of the breach;

9. Include Equal Employment Opportunity Provisions as stipulated in 45 CFR 75 Appendix II(C) and 48 CFR Subpart 22.8.
10. Per 45 CFR 75 Appendix II(G), 42 U.S.C. 7401-7671q and 33 U.S.C. 1251-1387, if the contract value is in excess of \$150,000, it contains a provision that requires the non-Federal awardee to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
11. Byrd Anti-Lobbying Amendment. If the contract value is in excess of \$100,000, the contract requires that the entity file the required certification that each tier has not and will not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.
12. Byrd Anti-Lobbying Amendment. If the contract value is in excess of \$100,000, the contract requires that each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal awardee.
13. If the contract is in excess of the simplified acquisition threshold (currently \$150,000), it contains contractual

provisions or conditions that allow for administrative, contractual, or legal remedies in instances where the contractor violates or breaches the contract terms and provide for such sanctions and penalties as appropriate.

14. If the contract is in excess of \$10,000, it contains provisions for termination for cause and for convenience by the non-Federal entity, including the manner by which termination will be effected and the basis for settlement.
15. The contract states that no award may be made at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs.

5.14 Remedies for Non-Performance of Contract

A. Understanding and Expectations

1. The Contractor shall comply with all terms, conditions, requirements, performance standards and applicable State and Federal laws as set forth in this Contract or any amendments thereto including any rules, policies, or procedures incorporated pursuant to this Contract.
2. DHS reserves the right to seek any legal or equitable remedy for any violation of the Contract or non-compliance with State or Federal law or regulation by the Contractor or its Subcontractors.
3. DHS will identify risk on Contractor's performance. Failure to perform in accordance to this contract will put the DHS at risk and violate the CMS requirements in 42 CFR Subpart E. Affect

our ability to monitor HP's performance and manage quality improvement program including but not limited to failure to deliver CMS report which identifies Health Plans performance timely, no interaction with the Health Plans, no corrective action plan and failure to assist the State on developing Quality strategy PIP, and CHAPS.

a. Remedial Considerations

1) If any of the Contractor's performance under the contract does not conform to the Contract requirements, then DHS may pursue remedies for correcting violations or non-performance. At any time and at its sole discretion, DHS may impose or pursue one (1) or more remedies for each violation or item of non-performance. DHS may impose additional remedies if the Contractor fails to comply with the originally imposed remedy. DHS will consider some or all of the following factors in determining the need to impose remedies against the Contractor as set forth in Sections 5.14.B through 5.14.H below:

- a) The nature, severity, and duration of the violation, breach, or non-performance;
- b) The type of harm suffered (e.g., failure to comply with CMS reporting requirements, impact on the quality of care, access to care, Program Integrity);

- c) Whether the violation or non-performance (or one that is substantially similar) has previously occurred;
- d) The timeliness in which the Contractor self-reports a violation, breach or non-performance;
- e) The Contractor's history of compliance;
- f) The good faith exercised by the Contractor in attempting to stay in compliance (including self-reporting by the Contractor); and
- g) Any other factor DHS deems relevant based on the nature of the violation or non-performance.

B. Notice of Concern and Opportunity to Cure

1. Should DHS determine that the Contractor or a Subcontractor is in violation or non-performance of any requirement of the Contract, DHS may issue a "Notice of Concern" prior to the imposition of remedies against the Contractor as set forth in Sections 5.14.C through 5.14.H.
2. DHS will provide the Contractor with the written Notice of Concern detailing the nature of the violation or non-performance, any action DHS seeks to impose against the Contractor, and, if applicable, the method and timeframes by which the Contractor may dispute the claim of violation or non-performance and the imposed actions.

3. The Contractor shall within ten (10) business days (or another date approved by DHS) of receipt of the written Notice of Concern, provide DHS a written response that:
 - a. Explains the reasons for the deficiency, the Contractor's plan to remediate the violation or non-performance, and the date and time by which the violation or non-performance will be cured; or
 - b. If the Contractor disagrees with DHS' findings, its reasons for disagreeing with those findings.
4. If the Contractor fails to timely contact DHS regarding the Notice of Concern, DHS shall proceed to additional remedies contained in this Contract.
5. The Contractor shall confirm in writing the date that the violation or non-performance was resolved and the actions the Contractor took to remediate the deficiency(ies).
6. The Contractor's proposed cure is subject to the approval of DHS.

C. Corrective Action Plan

1. Should DHS determine that the Contractor or a Subcontractor is in violation or non-performance of any requirement of the Contract, DHS may issue a Written Deficiency Notice to the Contractor specifying the violation or non-performance, assigning a Risk Category, and requesting a Corrective Action Plan be filed by the Contractor within ten (10) business days following the date of the Written Deficiency Notice. DHS

reserves the right to require a more accelerated timeframe if the deficiency warrants a more immediate response.

2. The Corrective Action Plan shall provide the following information at a minimum:
 - a. The names of the individuals who are responsible for implementing the Corrective Action Plan.
 - b. A description of the deficiency(ies) and the cause of the deficiency(ies) that resulted in need for Corrective Action.
 - c. A detailed approach for addressing the existing deficiency(ies) and prevention of the repeated and/or similar deficiency(ies) in the future.
 - d. The timeline for implementation, establishment of major milestones and correspondence dates to the Department, and notification of completion of Corrective Actions.
3. The Corrective Action Plan shall be submitted by the deadline set forth in DHS request for a Corrective Action Plan.
4. The Corrective Action Plan shall be subject to approval by DHS, which may accept the Corrective Action Plan as submitted, may accept the Corrective Action Plan with specified modifications, or may reject the Corrective Action Plan in full within ten (10) business days of receipt.
5. DHS may extend or decrease the timeframe for Corrective Action depending on the nature of the specific deficiency.

6. The Contractor shall update the Corrective Action Plan on an ongoing basis and report progress to DHS on a frequency to be determined by DHS.
7. Notwithstanding the submission and acceptance of a Corrective Action Plan, the Contractor remains responsible for achieving all written performance criteria.
8. DHS' acceptance of a Corrective Action Plan under this section will not:
 - a. Excuse the Contractor's prior substandard performance;
 - b. Relieve the Contractor of its responsibility to comply with performance standards; or
 - c. Prohibit DHS from assessing additional remedies or pursuing other appropriate remedies for continued substandard performance.

D. Administrative Actions

1. At its discretion and based on the Risk Category, DHS may impose one (1) or more of the following remedies for each item of violation or non-performance and will determine the scope and severity of the remedy on a case-by case basis:
 - a. Conduct accelerated monitoring of the Contractor. Accelerated monitoring includes more frequent or more extensive monitoring by DHS or its agent;

- b. Require additional, more detailed, financial and/or programmatic reports to be submitted by the Contractor; or
- c. Require additional and/or more detailed financial and/or programmatic audits or other reviews of the Contractor.

E. Liquidated Damages

1. Should DHS determine that the Contractor or a Subcontractor is in violation or non-performance of any requirement of the Contract, and said failure results in damages that can be measured in actual cost, DHS will assess the actual damages warranted by said failure.
2. The Contractor acknowledges that its failure to complete the tasks, activities and responsibilities set forth in Appendix J, Remedies for Non-Performance of this Contract, will cause DHS substantial damages of types and in amounts which are difficult or impossible to ascertain exactly. DHS and the Contractor further acknowledge and agree that the specified liquidated damages in Appendix J are the result of a good faith effort by the parties to estimate the actual harm caused by the Contractor's failure to meet requirements under the Contract.
3. DHS and the Contractor further acknowledge and agree that the liquidated damages referenced in Appendix J, Remedies for Non-Performance of this Contract, are not intended to be in the nature of a penalty, but are intended to be reasonable estimates of DHS projected financial loss, approximate costs

of obtaining alternative medical benefits for its Members and damage resulting from: the Contractor's non- performance, including financial loss as a result of project delays, of the activities and responsibilities described in Appendix J, Remedies for Non-Performance of this Contract; or the Contractor's failure to timely submit the deliverables described therein. As applicable, the damages shall include, without limitation, the difference in the capitated rates paid to the Contractor and the rates paid to a replacement Contractor.

4. The Contractor acknowledges, affirms, ratifies, and agrees that the damage provisions set forth herein meet the criteria for enforceable damages that are reasonable, appropriate, and necessary. Liquidated damages shall be in addition to any other remedies that DHS may have. Accordingly, DHS reserves the right to seek all other reasonable and appropriate remedies available at law and in equity.
5. If the Contractor commits any of the violations or fails to meet the requirements set forth in Appendix J, Remedies for Non-Performance of this Contract, the Contractor shall submit a written Corrective Action Plan to DHS as set forth in Section 5.14.C. In addition, the Contractor may be subject to Administrative Actions as described in Section 5.14.D.
6. The Contractor shall agree to or provide evidence acceptable to DHS to challenge the reimbursement to the State for actual damages or the amounts set forth as liquidated damages within thirty (30) days.

7. DHS will notify the Contractor in writing of the proposed damage assessment. At the Department's sole discretion, DHS may require the Contractor to remit the actual or liquidated damages within thirty (30) days following the notice of assessment or resolution of any dispute or DHS may be deduct from any fees, capitation payments or other payments to the Contractor until such damages are paid in full.
8. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for any damages sustained by the State due to the Contractor's violation or breach of the Contract.

F. Sanctions

1. DHS may impose sanctions for non-performance or violations of Contract requirements if DHS determines that a Contractor acts or fails to act as follows:
 - a. Failed to provide required reports to CMS or to the State.
 - b. Has violated any of the other requirements of sections 42 CFR 438 Subpart E, or any implementing regulations.
2. Sanctions shall be determined by the State and may include:
 - a. Imposing civil monetary penalties in accordance with 42 CFR §438.704 and as described in §50.950.F.6;

- b. Suspending payment to the Contractor after the effective date of the sanctions and until CMS or DHS is satisfied that the reason for imposition of the sanctions no longer exists and is not likely to re-occur;
 - c. Terminating the Contract (as described in Section 5.14.G);
 - d. Additional remedies allowed under State statutes or State regulations that address areas of non-compliance specified in 42 CFR §438.700;
 - e. Referral to appropriate State licensing agency for investigation; and
 - f. Referral to the Department of the Attorney General or other appropriate legal authority for investigation.
- 3. DHS may impose a sanction and penalty under this Contract and may simultaneously request a Corrective Action Plan from the Contractor as set forth in Section 5.14.C. In addition, the Contractor may be subject to Administrative Actions as described in Section 5.14.D.
- 4. The State shall give the Contractor timely written notice that explains the basis and nature of the sanction as outlined in 42 CFR Part 438, Subpart I. The Contractor may follow DHS appeal procedures to contest the penalties or sanctions.
- 5. The civil or administrative monetary penalties imposed by DHS on the Contractor shall not exceed the maximum amount established by federal statutes and regulations.

6. The civil monetary penalties that may be imposed on the Contractor by the State are set forth in Table 3: 5.14.F, as follows:

Table 3: 5.14.F Sanctions

Number	Activity	Penalty
1	Misrepresentation of actions or falsification of information furnished to the CMS or the State	A maximum of one hundred thousand dollars (\$100,000) for each determination
2	Violation of any of the other applicable requirements of 42 CFR Subpart E and any implementing regulations	A maximum of twenty-five thousand dollars (\$25,000) for each determination
3	Failure to comply with staffing requirements as outlined in Section 4.	A maximum of five thousand dollars (\$5,000) for each determination of failure
4	Failure to provide accurate information, data, and reports to DHS under the Contract.	Two hundred dollars (\$200) per day until all required information, data, reports and medical records are received

7. If DHS elects not to exercise any of the sanction and penalty clauses as set forth in this Contract, this decision shall not be construed as a waiver of DHS' right to pursue the future assessment of that contractual or performance standard requirement and associated penalties.

G. Termination

1. Should DHS determine that the Contractor or a Subcontractor is in violation or non-performance of any requirement of the Contract, DHS may terminate the Contract pursuant to Section 5.20.

H. Administrative Reporting

1. DHS will give CMS written notice whenever it imposes or lifts a sanction based on requirements set forth in 42 CFR Subpart I – Sanctions. The notice will be given no later than thirty (30) days after DHS imposes or lifts the sanction, and will specify the type of sanction, and the reason for the decision to impose or lift the sanction.
2. The Department may provide written notice to the Hawaii DCCA Insurance Division, when DHS assesses liquidated damages or imposes or lifts any sanctions against the Health Plan.
3. DHS, at its sole discretion, may post on its public website information regarding contractual remedies taken against Contractors. Remedies include monetary and other forms of Corrective Action, including but not limited to, payment of liquidated damages, imposed sanctions, requiring Corrective Action Plans, or suspending or terminating all or part of the Contract.
4. Such remedies may be posted by DHS at any time and contain the following information:
 - a. Name and address of the Contractor;
 - b. A description of the contractual obligation the Contractor failed to meet;
 - c. The date of determination of non-compliance;
 - d. The date the remedy was imposed;

- e. The maximum remedy that may be imposed under the Contract for the violation; and
- f. The actual remedy imposed against the Contractor.

5.15 Use of Funds

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

5.16 Prohibition of Gratuities

- A. Neither the Contractor nor any person, firm or corporation employed by the Contractor in the performance of the contract shall offer or give, directly or indirectly, to any employee or designee 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 the contract.

5.17 Force Majeure

- A. If the 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.

- B. Neither party to the contract shall be responsible for delays or failures in performance resulting from acts beyond the control of such party.
- C. Nothing in this section shall be construed to prevent the DHS from terminating the 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.

5.18 Attorney's Fees

- A. In addition to costs of litigation provided for under General Condition 8, in the event that DHS should prevail in any legal action arising out of the performance or non-performance of this contract, the Contractor 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.

5.19 Payment

- A. The contract amount will be determined annually, and the Contractor will be paid in twelve (12) equal payments.
- B. The Contractor shall submit a correct invoice in writing for all charges on services performed under this Contract to:

Department of Human Services
Med-QUEST Division/Finance Office
601 Kamokila Boulevard, Suite 511A
Kapolei, Hawaii 96707

- C. All payments under this Contract shall be made only upon submission by the Contractor of correct invoices that meet the

requirements of Section 5.19.E. Incorrect or incomplete invoices will be returned by DHS to Contractor for correction and re-issue.

- D. All invoices submitted must be approved by the DHS designated staff prior to payment. Contractor shall submit quarterly invoices for services permitted by this Contract and completed during the invoiced month. The DHS reserves the right to pay for those services on the invoice that are satisfactorily completed.
- E. Contractor shall submit an itemized invoice specifying the amount for each service due and certifying that services requested under the Contract have been provided in the invoiced month as required in this Contract and shall provide detailed supporting documentation, including without limitation:
 - 1. Service month;
 - 2. Contract number;
 - 3. Contractor name, address, telephone number;
 - 4. An itemized performance of each category of services listed in Section 4.2.C for which payment is sought, as evidenced by a qualitative description of all work and deliverables provided to MQD;
 - 5. Federal Tax Identification Number;
 - 6. Sales or use taxes, if applicable; and
 - 7. Total amount due.
- F. In addition to the services described herein, the Contractor may be authorized to be reimbursed for certain direct costs, not

duplicative of those listed above, necessary to support broader initiative activities, such as stakeholder convenings or other such forums, subject to prior written approval by MQD and in compliance with applicable state requirements.

5.20 Termination of the Contract

A. This contract may terminate or may be terminated by DHS for any or all of the following reasons in addition to the General Conditions in Appendix F:

1. In the event of the insolvency of or declaration of bankruptcy by an Offeror.
2. In the event sufficient appropriated, otherwise unobligated funds no longer exist for the payment of DHS obligations hereunder. Each of these is described in the following subsections.

B. Termination for Bankruptcy or Insolvency

1. In the event that an Offeror 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 or creditors, DHS may, at its option, terminate this contract. In the event DHS elects to terminate a contract under this provision it shall do so by sending notice of termination to the Offeror 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 Offeror, unless otherwise specified.

C. Termination for Unavailability of Funds

1. Notwithstanding any other provision of this contract, the parties hereto agree that the charges hereunder are payable by the DHS solely from appropriations received by DHS from the Legislature of the State of Hawaii. In the event such appropriations are determined, at the sole discretion of the Director of DHS, to no longer to exist, or to be insufficient with respect to the charges payable hereunder, this contract shall terminate without further obligation of DHS as of that moment. In such event, the Director of DHS shall certify to an Offeror the occurrence thereof, and such certification shall be conclusive.

5.21 Conformance With Federal Regulations

- A. Any provision of the contract which is in conflict with federal Medicaid statutes, regulations, or CMS policy guidance is hereby amended to conform to the provisions of those laws, regulations, and federal policy. Such amendment of the contract shall 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.

5.22 Warranty of Fiscal Integrity

- A. By submitting a proposal, an offeror warrants that it is of sufficient financial solvency to assure DHS of its ability to perform the requirements of this contract. An offeror shall provide sufficient financial data and information to prove its financial solvency.

5.23 Authority

- A. By submitting a response to this RFP, the Offeror acknowledges it has read the RFP in its entirety, understands it, and agrees to be bound by it if awarded the contract. The Offeror shall complete Appendix K, Proposal Letter.
- B. The successful offeror must provide an individual with the full power and authority to bind the offeror into contract and provide proof of that authority acceptable to the State.

5.24 Contract Monitoring

- A. The Contractor is required to comply with 45 CFR §75.302 and 45 CFR §75.342 to provide annual performance and financial report to MQD. Annual report is due ninety (90) calendar days after the period of performance end date. Report intervals may be more frequent for effective monitoring of the program with significant outcomes.
- B. Performance Report: The performance report must assure contractor's program compliance with applicable Federal requirements and performance expectations are being achieved. The contractor shall submit a performance report quarterly to the MQD. The report shall document completed contract deliverables within the previous quarter and be formatted to allow the MQD to

document whether the deliverables(s) was satisfactorily completed and in alignment with the MQD expectations.

- C. Financial Report: The financial report must assure Contractor's compliance with the applicable Federal requirements. The Contractor must assure MQD that the Contractor has the financial stability to perform the services identified in the contract. The Contractor shall provide its annual audited financial statements that contain the opinion of an independent auditor of the Contractor's financial condition each year. The annual audited financial statements must be provided to MQD no later than December prior to contract renewal.
- D. Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such case, the contractor must inform MQD as soon as the following types of conditions become known:
 - 1. Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the contract. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
 - 2. Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.
- E. The MQD will monitor the contractor throughout the effective period of the contract to ensure financial and contractual compliance. If MQD determines the contractor to be at high-risk

for non-compliance, it will impose special conditions or restrictions. Written notification will be provided to the contractor of the determination of high-risk and of any special conditions or restrictions to be imposed. The special conditions or restrictions may include, but not limited to, those conditions specified below:

1. Withholding authority to proceed to the next phase of the project until the MQD receives evidence of acceptable performance;
2. Requiring additional, more detailed financial reports or other documentation;
3. Additional contract monitoring;
4. Requiring the contractor to obtain technical or management assistance; and/or
5. Establishing additional prior approvals from the MQD.

5.25 Disputes

- A. After successful contract execution, if a dispute arises between the Contractor and the State, the parties shall first attempt to resolve all disputes arising under this contract by informal resolution. Where informal resolution cannot be reached, the Contractor shall submit a written request for dispute resolution (by certified mail, return receipt requested) to the Director of DHS or the Director's duly authorized representative. The Contractor shall be afforded the opportunity to be heard and to present evidence in support of its position in the dispute. The Director of DHS or the Director's authorized representative shall issue a written decision within ninety (90) days of the Contractor's written

request. The decision of the Director of DHS or the Director's authorized representative shall be final and binding and may only be set aside by a State court of competent jurisdiction where the decision was fraudulent, capricious, arbitrary, or grossly erroneous as to imply bad faith.

- B. Pending any subsequent legal proceedings regarding the final decision, including all appeals, the Contractor shall proceed diligently in the performance of the contract in accordance with the Director's final decision.
- C. Any legal proceedings against the State of Hawaii regarding this RFP or any resultant contract shall be brought in a State court of competent jurisdiction in the City and County of Honolulu, State of Hawaii.

SECTION 6 MANDATORY AND TECHNICAL PROPOSAL

6.1 Introduction

- A. 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.
- B. The Offeror shall comply with all content and format requirements for the technical proposal. Each proposal must be labeled and organized in a manner that is congruent with the requirement and terminology used in this RFP. The proposal shall be in a letter size

format (8.5" x 11"), one and a half (1.5) line spacing, and with text no smaller than 11-point Arial font. The pages shall have at least one-inch margins. All proposal pages shall be numbered and identified with the Offeror's name and the respective section.

6.2 Mandatory Proposal Submission Requirements

A. Offeror must submit Mandatory Proposals in the following order separated by tabs:

1. Offer Form (OF-1) - The Offer Form (OF-1, refer to Appendix D) is required to be completed using the Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs. Form OF-1 shall be signed by an individual authorized to legally bind the Offeror and included in this section.
2. 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. 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, as measured by percentage of total contract price. If subcontractors will not be used for this contract, a statement to this effect shall be included;
 - b. 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);

- c. The Offeror's Federal Tax Identification Number;
- d. 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, Offerors must include a statement that none were issued;
- e. A statement that the person signing this Proposal is authorized to make decisions as to the proposed work, the prices quoted, that the offer is firm and binding, and that he or she has not participated and will not participate, in any action contrary to the RFP;
- f. A statement that the Offeror has read, understands, and agrees to all provisions of this RFP;
- g. 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;
- h. A statement of affirmative action that the Offeror does not discriminate in its employment practices with regard to race, color, creed, ancestry, age, marital status, arrest and court records, sex, including gender identity or expression, sexual orientation, religion,

national origin or mental or physical handicap, except as provided by law;

- i. A statement that neither cost nor pricing is included in this letter or the technical proposal;
- j. 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) including:
 - 1) The scope and percentage of work to be performed by the subcontractor (measured as a percentage of the total agreement price paid directly to the subcontractor);
 - 2) The subcontractor's willingness to perform the work indicated; and
 - 3) The subcontractor's intent to sign a formal agreement with the Offeror if the Offeror is awarded the Contract.
- k. 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;
- l. A statement that the bid 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;

- m. If any page is marked "Confidential" or "Proprietary" in the Offeror's proposal, an explanation to DHS of how substantial competitive harm would occur if the information is released and inclusion of the completed form in Appendix L; If none are marked "Confidential" or "Proprietary", then it may be disclosed to the public after contract execution;
- n. A statement that neither the Offeror nor any proposed subcontractor has been found in default of previous contracts in the State of Hawaii; and
- o. The name, telephone number, and email address of the Offeror's representative who may be contacted for all contractual matters.

3. Forms and Certifications

- a. Offerors must complete and include a signed copy of the following forms in this section:
 - 1) The State of Hawaii Contractor's Standards of Conduct Declaration (Appendix H);
 - 2) Disclosure Statement - Wage Certification, and Insurance Requirements Certification (Certificate of Liability Insurance or COLI) Form (Appendix G);

4. Executive Summary (not to exceed three (3) pages)

- a. The Executive Summary shall summarize and highlight relevant contents of the Proposal to provide Department Administrators and the Evaluation Committee with a

broad understanding of the Offeror's Technical Proposal. The Executive Summary shall clearly and concisely condense and highlight the contents of the Technical Proposal.

b. Offerors should summarize how their Proposal meets the requirements of this RFP and why the Offeror is best qualified to perform the work required.

c. The Executive Summary chapter shall highlight the Contractor's:

1) Understanding of MQD's programmatic priorities and the nature of the work required under this contract;

2) Qualification and organizational capacity to serve MQD in this contract;

3) Overall approach to providing initiative support in this contract; and

4) Summary of the contents of the proposal.

5. Company Background Experience, References, and Availability/Access of the Offeror to the State (not to exceed ten (10) pages)

a. Company Background - The Offeror shall provide a description of the history of the company and shall include, but not limited to the following:

1) Description of your company's ownership structure;

2) Employee size (number of employees);

- 3) Organization chart;
- 4) Subcontractors – a narrative including a description of the company, types of services they will provide, and other relevant information; if not using subcontractors, include a statement stating so;
- 5) Website;
- 6) Your client retention rate during the past three (3) years;
- 7) A brief history of your company and the year it was founded; and
- 8) Description of your company's growth during the past three (3) years.

b. Company Experience - The Offeror shall demonstrate past experience in projects of similar scope and size. Proposals should demonstrate that the Offeror has sufficient experience and has been successful in performance of similar or relevant projects (at least one (1) experience must be with a Medicaid program, preferably Hawaii Medicaid). Offerors shall provide evidence of at least three (3) similar tasks. Past experience can be from a staff person who will work on this task, but was not employed by the firm when the task was completed. For each relevant task or engagement cited, the Offeror shall provide the following information in ten (10) pages or less:

- 1) The client organization;

- 2) A description of the scope of the activity/project performed and its relevance to the requirements of this RFP;
- 3) The time period of the engagement; and
- 4) Key personnel involved.

c. References

- 1) Offeror will list, on Appendix C, three (3) government agencies for whom services similar to those requested herein were within the last two (2) years, or are currently being performed. At least one (1) reference must be from a state Medicaid agency. The State reserves the right to contact the references provided.

d. Plan for Availability of the Offeror to the State

- 1) The Offeror shall describe their plan for availability to the MQD staff, Monday through Friday, 7:45 a.m. through 4:30 p.m., H.S.T., excluding state holidays. The Offeror shall describe how they can meet the need for tasks that should occur in the state of Hawaii, for example: trainings, public forums, etc.

6. Offeror Financial Condition

- a. The financial status of an Offeror and related entities shall be reviewed to determine the financial solvency of the organization. Financial information for the

applicable legal entity shall be provided for each of the last two (2) years, at a minimum:

1) Audited Financial Statements, including:

- a) Balance Sheets;
- b) Profit and Loss Statements;
- c) Auditor's reports;
- d) Amounts associated with related party transactions; and
- e) Management letters.

b. If an Offeror seeks confidentiality on part of a submission, each page of the section of that submission which is sought to be protected must be marked as "Proprietary" and an explanation of how substantial competitive harm would occur if that information was released upon request. See Section 2.9.H for additional details.

7. Project Organization and Staffing (not to exceed ten (10) pages)

a. 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 State with a clear understanding of the organization, functions of key personnel and on-site personnel during start-up and on-going operations.

- b. The Offer or shall provide an estimate of the proposed number of staff, hours and resources to be engaged to complete the contracted activities.
- c. Organization - The Offeror must describe the proposed organizational structure or performing work under this contract. At a minimum, the following must be provided:
 - 1) Organization chart which shows the structure of the proposed staff positions and reporting relationships;
 - 2) Identification of key personnel and delineation of their job descriptions/responsibilities to be utilized in the implementation of RFP requirements. At a minimum, key personnel shall include: Program or Executive Director, which is a senior organizational leader responsible for executive-level oversight of the contract and serving as the highest-level point of contact between the Offeror's organization and MQD; Project Director, which is a senior personnel responsible for day-to-day management of the project and the primary point of contact for all operational matters;
 - 3) Key personnel, which are individuals with dedicated roles under the contract who will provide sustained engagement across one (1) or more active initiatives;
 - 4) Subject matter experts, which are individuals with specialized expertise to support the project; and
 - 5) Proposed involvement of MQD personnel.

d. Project Staff and Qualifications – The Offeror shall:

- 1) Identify the number and position titles of proposed FTE's to perform the activities as well as a brief explanation of the development of the FTE estimate;
- 2) Provide assurance as well as documentation that staff performing these activities have:
 - a) Experience and knowledge of the Section 1115 Demonstration, including direct experience supporting state Medicaid agencies with the design, submission, and its approval. Offeror shall include at least three (3) of the following areas: LTSS, HRSN, pre-release, and behavioral health;
 - b) Experience and knowledge of the Section 1915 (c) Demonstration, including direct experience supporting state Medicaid agencies with the design, submission, and its approval.
 - c) Experience directly supporting state Medicaid agencies with CMS waiver submissions, State Plan Amendments, and other federal regulatory processes;
 - d) Experience in Medicaid managed care, including direct experience supporting

state Medicaid agencies with quality strategy development, health plan performance and monitoring, and managed care procurement;

- e) Experience in federal HCBS requirements, including direct experience supporting state Medicaid agencies with federal waivers and program design;
- f) Demonstrated expertise in Medicaid behavioral health policy and program design, including direct experience support state Medicaid agencies with benefit design and implementation;
- g) Demonstrated experience in HRSN and pre-release services including direct experience supporting state Medicaid agencies with benefit design and implementation;
- h) Demonstrated expertise in Medicaid and Medicare Integration and dually eligible beneficiaries, including direct experience supporting state Medicaid agencies with D-SNP care model design and state Medicaid agency contract drafting;
- i) Demonstrated experience directly supporting state Medicaid agencies in

data analytics, program monitoring, and reporting;

j) Demonstrated experience supporting stakeholder engagement efforts locally in Hawaii related to governmental health, social or other public initiatives;

k) Demonstrated experience supporting state Medicaid agencies with health information technology and operational implementation requirements rising in the context of the program and benefit design;

l) Demonstrated project management and subject matter capabilities in a complex, multi-initiative Medicaid environment, with direct experience supporting a state Medicaid agency with centralized project management office-like functions; and

m) Personnel Qualifications - Resumes are required for all key professional staff. Resumes will not count towards the page limit but should not exceed two (2) pages each.

3) Provide a statement that the Offeror will have sufficient staff to perform the services under the Contract and is responsible for expediently providing equally or better qualified staff if any staffer providing

services under the Contract leaves their employment with Offeror.

6.3 Technical Proposal Submission Requirements

A. Approach (not to exceed seven (7) pages)

1. This section will provide a general description of the Offeror's approach to performing the scope of work described in Section 4.2.C.2. The approach should demonstrate the Offeror's overall understanding of the RFP requirements.
2. The Technical Approach shall address the Offeror's:
 - a. Understanding of MQD's programmatic environment and the types of initiatives anticipated under this RFP;
 - b. General methodology for onboarding and scoping new initiatives as they are identified by MQD;
 - c. Approach for coordinating with MQD's other contracted partners to ensure that the initiative is well-coordinated and avoids duplication of work;
 - d. Approach to scaffolding MQD staff throughout the lifecycle of each initiative; and
 - e. Approach to stakeholder engagement including engagement with plans, providers, community-based organizations, other state agencies, and beneficiaries.

B. Sample Initiative Response (not to exceed five (5) pages)

1. To assess each Offeror's practical capacity to provide initiative support under this RFP, Offerors must respond to the

following sample initiative scenario. The sample initiative scenario is described below:

a. MQD has received CMS approval to implement a Contingency Management (CM) program under its Section 1115 Demonstration authority. CM is an evidence-based intervention that provides low-value incentives to individuals with stimulant use disorder in exchange for negative drug screens. While MQD has received waiver authority to proceed, the program has not launched and is in early stages of implementation planning. MQD has asked the Contractor to support the design and implementation of the CMS program. The Offeror shall provide a response describing:

- 1) Its understanding of the key policy, operational, and stakeholder considerations involved in implementing a CM program under Section 1115 demonstration;
- 2) Its proposed approach to supporting MQD through the design and implementation of this initiative, including how it would sequence and prioritize major workstreams; and
- 3) How it would coordinate with stakeholders, including health plans, providers, and other relevant partners.

C. Anticipated Problem Areas (not to exceed one (1) page)

1. The Offeror shall identify the problems that might reasonably be expected, in performing the scope of work under this RFP, and describe its approach to address them.

SECTION 7 BUSINESS PROPOSAL

7.1 Introduction

- A. The business proposal shall include the Annual rate (Appendix E).

7.2 Annual Rate

- A. Annual rate shall include itemized costs of services described in Section 4.2.C. Details shall include but not be limited to salaries, fringe benefits, and travel.

SECTION 8 PROPOSAL EVALUATION AND PRICE ANALYSIS

8.1 Introduction

- A. MQD shall conduct a comprehensive, fair and impartial evaluation of proposals received in response to this RFP. The MQD shall be the sole judge in the selection of the Offeror. An Evaluation Committee will evaluate the proposal based on the technical content and cost. Proposals will be awarded points based on meeting the specific requirements of the RFP. Each technical criterion shall receive a score not to exceed the maximum points assigned to that criterion.
- B. The evaluation of the proposals shall be conducted in the following steps:
 1. Evaluation of Mandatory and Technical Proposal

- C. Once the Mandatory and Technical proposals have been evaluated and the qualifying Offeror(s) identified, the process shall continue with the following steps:
 - 1. Evaluation of Business Proposal
 - 2. Contract Award
- D. Each Offeror must submit all documentation as required in the Mandatory and Technical Proposal of this RFP.
- E. Each Offeror must assure the State that it is able to perform each function described in the Mandatory and Technical Proposal as presented in this RFP.
- F. Each Offeror shall submit any additional material and supporting documentation reasonably required by the State in its evaluation of the proposal.
- G. Failure of the Offeror to comply with the instructions of this RFP or failure to submit a complete proposal shall be grounds for deeming the proposal non-responsive to the RFP.

8.2 General Requirements

- A. A responsive proposal shall comply with all instructions listed in this RFP at Section 2 – RFP Schedule and Procurement Requirements, Section 6 – Mandatory and Technical Proposal, and Section 7 – Business Proposal.
- B. Failure of the Offeror to comply with the instructions of this RFP or failure to submit a complete proposal shall be grounds for the proposal being nonresponsive to the RFP. However, MQD reserves the right to waive minor irregularities in proposals provided such

action is determined to be in the best interest of the State. Where MQD may waive minor irregularities, such waiver shall in no way modify the RFP requirements or excuse the Offeror from full compliance with the RFP specifications and other contract requirements if the Offeror is awarded the contract.

- C. All proposals submitted will become the property of MQD and will be considered a matter of public record, as authorized by law, after Contract execution.
- D. Receipt of Offeror proposals by the specified date and time will be verified by the MQD. Proposals received in a timely and appropriate manner will be opened and reviewed by the Evaluation Committee for evaluation of detailed compliance with the requirements of this RFP.
- E. Offerors who submit proposals deemed by the Evaluation Committee to be incomplete, or not in accordance with the specified requirements, shall be disqualified. These proposals shall be returned to the Offeror with a letter of explanation.
- F. Best and Final Offers (BAFO)
 - 1. MQD reserves the right to require BAFOs from those Offerors who are eligible. If MQD decides to pursue BAFOs, it will follow the process outlined in HAR §3-122-54, Best and Final Offers. If BAFOs are required after opening the Mandatory and Technical Proposal or the Business Proposal, the Evaluation Committee will be responsible for contacting Offerors to provide advance notice of the request for BAFOs. The Offeror will be required to respond in writing with a BAFO by submitting the revised proposal, as applicable, within a

specified time period. Only BAFOs received within the time period will be accepted. If an Offeror's BAFO is rejected, the original proposal response will be evaluated.

2. Once BAFOs have been received, the Evaluation Committee will review the BAFOs represented in the revised proposals against the specified criteria, and re-score the proposal. The scores based on the BAFOs will replace the original scores on the Mandatory and Technical Proposal, or on the Business Proposal Evaluation Form (Appendix E), as appropriate.

8.3 Evaluation of Mandatory and Technical Proposal

- A. Mandatory and Technical Proposals will first be reviewed to determine if they comply with Section 2 - Procurement Requirements, and Section 6 – Mandatory and Technical Proposal.
- B. During the course of the evaluation of the Mandatory and Technical Proposal, MQD may conduct reference checks. The evaluation of Mandatory and Technical Proposals will involve the point scoring for each proposal. A maximum of 150 points may be awarded for the Mandatory and Technical Proposal.
- C. Mandatory and Technical Proposals will be evaluated on criteria established prior to receipt of proposals. Point distributions by category for Mandatory and Technical Proposals are shown in the following table.

Table 4: 8.3.C. Point Distribution for Mandatory and Technical Proposals

CATEGORY / CRITERIA	PROPOSAL CATEGORY	POINTS
1	Transmittal Letter	5
2	Executive Summary	5
3	Company Background and Experience	15
4	Project Organization and Staffing	25
5	Approach	50
6	Sample Initiative Response	25
7	Anticipated Problem Area	5
8	Business Proposal	20
	Total	150

D. MQD will evaluate the Offeror's response to each of the proposal submission requirements that are identified in this RFP. High-level descriptions of each category, and what will be evaluated are described in this section. These descriptions are provided as guidance to Offerors in preparing proposals. The evaluation criteria or factors will be considered by the Evaluation Committee in assigning scores for each category.

E. The Offeror's proposal will be scored against specified criteria as defined in the following table:

Table 5: 8.3.E Scoring

SCORE	DEFINITION
0	The proposal fails to address the criterion or cannot be assessed due to missing or incomplete information. Offeror has not demonstrated sufficient knowledge of the subject matter or has grossly failed to explain how requirement(s) is met.
1	The criterion is inadequately addressed. Offeror demonstrates only slight ability to comply, or there are serious inherent weaknesses.
2	The proposal broadly addresses the criterion, but there are significant weaknesses. May have one or more deficiencies, or Offeror has not adequately explained how its services fit the requirement.

3	The proposal addresses the criterion well; meets the requirement. Demonstrates knowledge and understanding of the subject matter, with no deficiencies noted regarding the mandatory technical proposal.
4	The proposal addresses the criterion very well, highly comprehensive. No deficiencies noted.
5	The proposal successfully addresses all relevant aspects of the criterion. Excellent reply that goes beyond the requirements listed in the RFP to provide value. In addition, the response may cover areas not originally addressed within the RFP and/or included additional information and recommendations that would prove both valuable and beneficial to MQD. The response includes a full, clear, detailed explanation of how requirement(s) are met. No errors in the Mandatory and Technical proposal.

- F. 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.
- G. A comment section is provided on the Mandatory and 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.
- H. 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.

- I. The rating score (0-5) shall represent the corresponding conversion factor used to calculate the points awarded for each Evaluation Category listed in Section 8.3, as follows:

Table 6: 8.3.I Conversion of Score

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

- J. 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. Scoring will be based on the entire content of the proposal and the information as communicated to the evaluators.
- K. The information contained in any part of the proposal may be evaluated by the MQD 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.
- L. The broad criteria for each Evaluation Category are listed below and include consideration of the specific elements identified in Section 8. MQD reserves the right to add, delete or modify any criteria in accordance with applicable procurement rules.

M. Transmittal Letter (5 points possible)

1. The transmittal letter must be on an official letterhead and signed by an individual authorized to legally bind the Offeror. The letter shall include all statements as specified in Section 6.2.A.2.

N. Executive Summary (5 points possible)

1. The executive summary should provide a comprehensive understanding of the Offeror's proposal.

O. Company Background and Experience (15 points possible)

1. The company background and experience should be detailed and comprehensive. It should demonstrate that the Offeror is able to provide the services, perform, and meet the requirement set forth in the scope of services under this RFP. Proposals will be evaluated on the basis of relevant experience and client references. MQD reserves the right to contact previous and current clients. The experience of the subcontractors, if applicable, will be evaluated as well. The experience of the subcontractor does not substitute for the relevant corporate experience of the Offeror.

P. Project Organization and Staffing (25 points possible)

1. The project organization and staffing should demonstrate that the Offeror has sufficient relevant program experience (both past and present), and has been successful in performing projects of similar scope to that described herein.

2. The competence of proposed key professionals and other employees in the project will account for a majority of the points. Qualifications of personnel will be evaluated according to their education and experience with previous contracts, subject matter expertise, and Hawaii Medicaid experience. Resumes of all key personnel must be provided.

Q. Approach (50 points possible)

1. The approach should demonstrate an understanding of the requirements of the RFP, as a broad, multi-year consulting engagement requiring flexibility, subject matter expertise depth, and the ability to support concurrent initiatives across the agency.
2. The approach should demonstrate an understanding of MQD's programmatic environment (such as its managed care structure, federal waiver portfolio, and broad range of initiatives). The approach should demonstrate a keen knowledge of Hawaii's unique healthcare and stakeholder landscape and clearly articulate how it will apply that knowledge to MQD initiatives.
3. The approach should also clearly articulate how the Offeror will provide high-quality strategic work in line with the scope of this RFP and demonstrate its capacity to do so.

R. Sample Initiative Response and Anticipated Problem Area (25 possible points)

1. The Sample Initiative Response will be evaluated on the quality of the Offeror's ability to identify the issues,

understanding of the relevant policies and rules, analysis, and approach.

S. Anticipated Problem Area (5 possible points)

1. The Offeror shall submit required information identified in Section 6.3.C.

8.4 Evaluation of Business Proposal

- A. The Evaluation Committee will validate that the Offeror's calculations are correct.
- B. Each proposal will be examined to ensure that all required pricing schedules have been included by the Offeror. Proposals will be evaluated to ensure that reasonable firm fixed prices have been assigned. Once all of the Business Proposals have been evaluated and validated, the Business Proposal with the lowest price stated as the Total Proposed Cost on Appendix E will be awarded twenty (20) points. Cost scores will then be normalized against one another, based on the lowest Business Proposal evaluated. The normalization formula is as follows:

$$\text{Offeror's Cost Score} = \frac{\text{Lowest Business Proposal Price} \times 20}{\text{Offeror Business Proposal Price}}$$

Example: To calculate Offeror 2's cost points:

OFFEROR 1	COST	POINTS
Total Evaluated Proposal Price (Lowest)	\$1,500	20

OFFEROR 2	COST	POINTS
Total Evaluated Proposal Price	\$2,000	15

$$\frac{\text{Lowest Business Proposal Price} \times 20}{\text{Offeror's Evaluated Proposal Price}}$$

$$= \frac{\$1,500 \times 20}{\$2,000} = 15 \text{ points for Offeror 2}$$

8.5 Contract Award

- A. The Mandatory, Technical, and Business proposal scores will be combined to determine the winning proposal. The Offeror with the highest score will be awarded the contract.
- B. Upon selection of the Offeror, DHS shall initiate the contracting process. The Offeror shall be notified in writing that the contract is awarded, and that DHS intends to contract with them. This letter shall serve as notification that the Offeror should begin to develop its programs, materials, policies and procedures for the Contract.
- C. The Contract shall be awarded no later than the Contract Award date identified in Section 2.1. If the Offeror requests to withdraw its proposal, it must be requested in writing to DHS before the close of business (4:30 p.m. H.S.T.) on the Contract Award date identified in Section 2.1. After that date, the State expects to enter into a contract with the Offeror.
- D. This RFP, the Offeror's Mandatory, Technical and Business proposal, and any other materials submitted by the Offeror shall become part of the Contract, excluding any aspect of the Technical or Business proposal inconsistent with the RFP as determined by DHS.

APPENDICES

APPENDIX A – Written Questions

APPENDIX B – Notice of Intent to Propose

APPENDIX C - Offeror References

APPENDIX D – Offer Form

APPENDIX E – Business Proposal

APPENDIX F – General Conditions

APPENDIX G – Forms

G.1 - Wage Certification

G.2 – Insurance Requirements Certification

APPENDIX H – Standard of Conduct Declaration

APPENDIX I – Business Associate Agreement (BAA)

APPENDIX J – Remedies for Non-Performance

APPENDIX K – Proposal Letter

APPENDIX L – Confidential and Proprietary Information