EXHIBIT A State of Hawaii, Department of Human Services RFP-MQD-2007-002

	Island Aid Type			Age/Gender Band	Rate		
Code	Description	Code	Description	Code	Description	Code	HMSA
07	Maui	G	General Assistance	M14	Male Ages 12-18	GM14	
08	Molokai	G	General Assistance	M14	Male Ages 12-18	GM14	
09	Lanai	G	General Assistance	M14	Male Ages 12-18	GM14	
01	Oahu	G	General Assistance	M15	Male Ages 19-20	GM15	\$486.55
04	Kauai	G	General Assistance	M15	Male Ages 19-20	GM15	\$626.82
05	Hawaii	G	General Assistance	M15	Male Ages 19-20	GM15	\$468.98
07	Maui	G	General Assistance	M15	Male Ages 19-20	GM15	
- 08	Molokai	G	General Assistance	M15	Male Ages 19-20	GM15	
09	Lanai	G	General Assistance	M15	Male Ages 19-20	GM15	
01	Oahu	G	General Assistance	M16	Male Ages 21-39	GM16	\$486.55
04	Kauai	G	General Assistance	M16	Male Ages 21-39	GM16	\$626.82
05	Hawaii	G	General Assistance	M16	Male Ages 21-39	GM16	\$468.98
07	Maui	G	General Assistance	M16	Male Ages 21-39	GM16	
08	Molokai	G	General Assistance	M16	Male Ages 21-39	GM16	
09	Lanai	G	General Assistance	M16	Male Ages 21-39	GM16	
01	Oahu	G	General Assistance	M17	Male Ages 40-64	GM17	\$741.61
04	Kauai	G	General Assistance	M17	Male Ages 40-64	GM17	\$955.40
05	Hawaii	G	General Assistance	M17	Male Ages 40-64	GM17	\$714.82
07	Maui	G	General Assistance	M17	Male Ages 40-64	GM17	
08	Molokai	G	General Assistance	M17	Male Ages 40-64	GM17	
09	Lanai	G	General Assistance	M17	Male Ages 40-64	GM17	
01	Oahu	Н	SCHIP EXPAND	F11	Female Ages < 1	HF11	\$522.97
04	Kauai	H	SCHIP EXPAND	F11	Female Ages < 1	HF11	\$555.17
05	Hawaii	Н	SCHIP EXPAND	F11	Female Ages < 1	HFII	\$490.53
07	Maui	H	SCHIP EXPAND	F11	Female Ages < 1	HF11	
08	Molokai	Ĥ	SCHIP EXPAND	F11	Female Ages < 1	HF11	
09	Lanai	Н	SCHIP EXPAND	F11	Female Ages < 1	HF11	
01	Oahu	Н	SCHIP EXPAND	F12	Female Ages 1-5	HF12	\$88.67
04	Kauai	Н	SCHIP EXPAND	F12	Female Ages 1-5	HF12	\$94.13
05	Hawaii	H	SCHIP EXPAND	F12	Female Ages 1-5	HF12	\$83.17
07	Maui	H	SCHIP EXPAND	F12	Female Ages 1-5	HF12	
08	Molokai	Н	SCHIP EXPAND	F12	Female Ages 1-5	HF12	
09	Lanai	Н	SCHIP EXPAND	F12	Female Ages 1-5	HF12	
01	Oahu	H	SCHIP EXPAND	F13	Female Ages 6-11	HF13	\$62.89
04	Kauai	Н	SCHIP EXPAND	F13	Female Ages 6-11	HF13	\$66.76
05	Hawaii	H	SCHIP EXPAND	F13	Female Ages 6-11	HF13	\$58.99
07	Maui	H	SCHIP EXPAND	F13	Female Ages 6-11	HF13	
08	Molokai	H	SCHIP EXPAND	F13	Female Ages 6-11	HF13	
09	Lanai	Н	SCHIP EXPAND	F13	Female Ages 6-11	HF13	*
01	Oahu	Н	SCHIP EXPAND	F14	Female Ages 12-18	HF14	\$144.86
04	Kauai	H	SCHIP EXPAND	F14	Female Ages 12-18	HF14	\$153.77
05	Hawaii	Н	SCHIP EXPAND	F14	Female Ages 12-18	HF14	\$135.87
07	Maui	H	SCHIP EXPAND	F14	Female Ages 12-18	HF14	
80	Molokai	Н	SCHIP EXPAND	F14	Female Ages 12-18	HF14	
09	Lanai	Н	SCHIP EXPAND	F14	Female Ages 12-18	HF14	~
01	Oahu	H	SCHIP EXPAND	M11	Male Ages < 1	HMII	\$533.28

State of Hawaii, Department of Human Services RFP-MQD-2007-002

	lsland		Aid Type	,	Age/Gender Band	Rate	
Code	Description	Code	Description	Code	Description	Code	HMSA
04	Kauai	Н	SCHIP EXPAND		Male Ages < 1	HM11	\$566.12
- 05	Hawaii	Н	SCHIP EXPAND	MII	Male Ages < 1	HM11	\$500.20
07	Maui	Н	SCHIP EXPAND	M11	Male Ages < 1	HM11	
08	Molokai	Н	SCHIP EXPAND	MII	Male Ages < 1	HM11	
09	Lanai	Н	SCHIP EXPAND	M11	Male Ages < 1	HM11	
01	Oahu	H	SCHIP EXPAND	M12	Male Ages 1-5	HM12	\$105.68
04	Kauai	Н	SCHIP EXPAND	M12	Male Ages 1-5	HM12	\$112.18
05	Hawaii	Н	SCHIP EXPAND	M12	Male Ages 1-5	HM12	\$99.12
07	Maui	H	SCHIP EXPAND	M12	Male Ages 1-5	HM12	
08	Molokai	H	SCHIP EXPAND	M12	Male Ages 1-5	HM12	
09	Lanai	Н	SCHIP EXPAND	M12	Male Ages 1-5	HM12 .	
01	Oahu	Н	SCHIP EXPAND	M13	Male Ages 6-11	HM13	\$78.61
04	Kauai	H	SCHIP EXPAND	M13	Male Ages 6-11	HM13	\$83.45
05	Hawaii	Н	SCHIP EXPAND	M13	Male Ages 6-11	HM13	\$73.74
07	Maui	Н	SCHIP EXPAND	M13	Male Ages 6-11	HM13	
08	Molokai	Н	SCHIP EXPAND	M13	Male Ages 6-11	HM13	
09	Lanai	H	SCHIP EXPAND	M13	Male Ages 6-11	HM13	
01	Oahu	H	SCHIP EXPAND	M14	Male Ages 12-18	HM14	\$76.29
04	Kauai	Н	SCHIP EXPAND	M14	Male Ages 12-18	HM14	\$80.99
05	Hawaii	H	SCHIP EXPAND	M14	Male Ages 12-18	HM14	\$71.56
07	Maui	Н	SCHIP EXPAND	M14	Male Ages 12-18	HM14	
08	Molokai	Н	SCHIP EXPAND	M14	Male Ages 12-18	HM14	
09	Lanai	Н	SCHIP EXPAND	M14	Male Ages 12-18	HM14	
01	Oahu	1	Immigrant Child	F11	Female Ages < 1	IF11	\$187.47
04	Kauai	1	lmmigrant Child	F11	Female Ages < 1	IF11	\$217.66
05	Hawaii]	Immigrant Child	F11	Female Ages < 1	IF11	\$183.53
07	Maui	1	Immigrant Child	F13	Female Ages < 1	IF11	
08	Molokai]	lmmigrant Child	F11	Female Ages < 1	4F11	
09	Lanai	1	Immigrant Child	F11	Female Ages < 1	IF11	
01	Oahu	1	Immigrant Child	F12	Female Ages 1-5	IF12	\$72.88
04	Kauai	1	Immigrant Child	F12	Female Ages 1-5	IF12	\$84.61
05	Hawaii]	Immigrant Child	F12	Female Ages 1-5	IF12	\$71.35
07	Maui	I	Immigrant Child	F12	Female Ages 1-5	IF12	
08	Molokai	1	Immigram Child	F12	Female Ages 1-5	IF12	
09	Lanai]	Immigrant Child	F12	Female Ages 1-5	IF12	
01	Oahu	1	Immigrant Child	F13	Female Ages 6-11	IF13	\$40.62
04	Kauai	1	Immigrant Child	F13	Female Ages 6-11	IF13	\$47.17
05	Hawaii	1	Immigrant Child	F13	Female Ages 6-11	IF13	\$39.77
07	Maui	1	Immigrant Child	F13	Female Ages-6-11	IF13	
08	Molokai	1	Immigrant Child	F13	Female Ages 6-11	IF13	•
09	Lanai	I	Immigrant Child	F13	Female Ages 6-11	IF13	
01	Oahu	1	Immigrant Child	F14	Female Ages 12-18	IF14	\$47.05
04	Kauai	1	Immigrant Child	F14	Female Ages 12-18	IF14	\$54.62
05	Hawaii	1	Immigrant Child	F14	Female Ages 12-18	1F14	\$46.06
07	Maui	I	Immigrant Child	F14	Female Ages 12-18	IF14	
08	Molokai]	Immigrant Child	F14	Female Ages 12-18	IF14	

State of Hawaii, Department of Human Services RFP-MQD-2007-002

	lsland		Aid Type		Age/Gender Band		
Code	Description	Code	Description	Code	Description	Code	HMSA
09	Lanai]	Immigrant Child	F14	Female Ages 12-18	IF14	
01	Oahu	1	Immigrant Child	M11	Male Ages < 1	IM11	\$163.78
04	Kauai	1	Immigrant Child	M11	Male Ages < 1	IM11	\$190.15
05	Hawaii]	Immigrant Child	M11	Male Ages < 1	IM11	\$160.34
07	Maui]	Immigrant Child	M11	Male Ages < 1	IM11	
08	Molokai]	Immigrant Child	Mll	Male Ages < 1	IM11	
09	Lanai	1	Immigrant Child	M11	Male Ages < 1	IM11	
01	Oahu	ī	Immigrant Child	M12	Male Ages 1-5	IM12	\$72.88
04	Kauai]	Immigrant Child	M12	Male Ages 1-5	IM12	\$84.61
05	Hawaii	I	Immigrant Child	M12	Male Ages 1-5	IM12	\$71.35
07	Maui	1	Immigrant Child	M12	Male Ages 1-5	IM12	
08	Molokai	1	Immigrant Child	M12	Male Ages 1-5	IM12	
09	Lanai	I	Immigrant Child	M12	Male Ages 1-5	IM12	•
01	Oahu	J	Immigrant Child	M13	Male Ages 6-11	IM13	\$40.62
04	Kauai	I	Immigrant Child	M13	Male Ages 6-11	IM13	\$47.17
05	Hawaii	1	Immigrant Child	M13	Male Ages 6-11	IM13	\$39.77
07	Maui	1	Immigrant Child	M13	Male Ages 6-11	IM13	
08	Molokai]	Immigrant Child	M13	Male Ages 6-11	IM13	
09	Lanai	1	Immigrant Child	M13	Male Ages 6-11	IM13	
01	Oahu]	Immigrant Child	M14	Male Ages 12-18	IM14	\$47.05
04	Kauai	1	Immigrant Child	M14	Male Ages 12-18	IM14	\$54.62
05	Hawaii]	Immigrant Child	M14	Male Ages 12-18	IM14	\$46.06
07	Maui	I	Immigrant Child	M14	Male Ages 12-18	IM14	
08	Molokai	1	Immigrant Child	M14	Male Ages 12-18	IM14	
09	Lanai]	Immigrant Child	M14	Male Ages 12-18	IM14	
01	Oahu	IQ.	Immigrant Pregnant	F14	Female Ages 12-18	Ю 14	\$571.24
04	Kauai	IQ	Immigrant Pregnant	F14	Female Ages 12-18	IQ14	\$643.14
05	Hawaii	IQ.	Immigrant Pregnant	F14	Female Ages 12-18	IQ14	\$511.79
07	Maui	1Q	Immigrant Pregnant	F14	Female Ages 12-18	IQ14	
08	Molokai	IQ	Immigrant Pregnant	F14	Female Ages 12-18	IQ14	
09	Lanai	1Q	Immigrant Pregnant	F14	Female Ages 12-18	IQ14	
01	Oahu	IQ	Immigrant Pregnant	F15	Female Ages 19-20	IQ15	\$707.35
04	Kauai	1Q	Immigrant Pregnant	F15	Female Ages 19-20	4Q15	\$796.38
05	Hawaii	IQ	Immigrant Pregnant	F15	Female Ages 19-20	IQ15	\$633.74
07	Maui	1Q	Immigrant Pregnant	F15	Female Ages 19-20	1Q15	
08	Molokai	IQ	Immigrant Pregnant	F15	Female Ages 19-20	IQ15	
09	Lanai	1Q	Immigrant Pregnant	F15	Female Ages 19-20	IQ15	
	Oahu	1Q	Immigrant Pregnant	F16	-		
	Kauai	1Q	Immigrant Pregnant	F16			
	Hawaii	1Q	Immigrant Pregnant	F16			\$626.15
	Maui	JQ.	Immigrant Pregnant	F16	-		
	Molokai	IQ.	Immigrant Pregnant	F16	Female Ages 21-39		
	Lanai	IQ	Immigrant Pregnant	F16	Female Ages 21-39		
	Oahu	1Q	Immigrant Pregnant	F17	Female Ages 40-64	IQ17	
04	Kauai	1Q	Immigrant Pregnant	F17	_		
05	Hawaii	1Q	Immigrant Pregnant	F17	Female Ages 40-64	IQ17	\$725.35
01 04 05 07 08 09 01	Oahu Kauai Hawaii Maui Molokai Lanai Oahu Kauai	1Q 1Q 1Q 1Q 1Q 1Q	Immigrant Pregnant	F16 F16 F16 F16 F17 F17		IQ16 IQ16 IQ16 IQ16 IQ16 IQ17 IQ17	\$698.88 \$786.85 \$626.15 \$809.60 \$911.51 \$725.35

EXHIBIT A State of Hawaii, Department of Human Services

RFP-MQD-2007-002 Rates by Island/Health Plan/Rate Cell

	Island		Aid Type		Age/Gender Band		
Code	Description	Code	Description	Code	Description	Code	HMSA_
07	Maui	JQ.	Immigrant Pregnant	F17	Female Ages 40-64	IQ17	
- 08	Molokai	1Q	Immigrant Pregnant	F17	Female Ages 40-64	IQ17	
09	Lanai	1Q	Immigrant Pregnant	F17	Female Ages 40-64	1Q17	
01	Oahu	Q	Quest Net	F11	Female Ages < 1	NF11	\$522.97
04	Kauai	Q	Quest Net	F11	Female Ages < 1	NF11	\$555.17
. 05	Hawaii	ò	Quest Net	F11	Female Ages < 1	NF11	\$490.53
07	Maui	ò	Quest Net	F11	Female Ages < 1	NF11	
08	Molokai	Q	Quest Net	F11	Female Ages < 1	NF11	
09	Lanai	Q	Quest Net	F11	Female Ages < 1	NF11	
03	Oahu	Q	Quest Net	F12	Female Ages 1-5	NF12	\$88.67
04	Kauai	Q	Quest Net	F12	Female Ages 1-5	NF12	\$94.13
05	Hawaii	Q	Quest Net	F12	Female Ages 1-5	NF12	\$83.17
07	Maui	Q	Quest Net	F12	Female Ages 1-5	NF12	
08	Molokai	Q	Quest Net	F12	Female Ages 1-5	NF12	
09	Lanai	Q	Quest Net	F12	Female Ages 1-5	NF12	
01	Oahu	Q	Quest Net	F13	Female Ages 6-11	NF13	\$62.89
04	Kauai	Q	Quest Net	F13	Female Ages 6-11	NF13	\$66.76
05	Hawaii	Q	Quest Net	F13	Female Ages 6-11	NF13	\$58.99
07	Maui	Q	Quest Net	F13	Female Ages 6-11	NF13	
08	Molokai	Q	Quest Net	F13	Female Ages 6-11	NF13	
09	Lanai	Q	Quest Net	F13	Female Ages 6-11	NF13	
01	Oahu	Q -	Quest Net	F14	Female Ages 12-18	NF14	\$144.86
04	Kauai	Q	Quest Net	F14	Female Ages 12-18	NF14	\$153.77
05	Hawaii	Q	Quest Net	F14	Female Ages 12-18	NF14	\$135.87
07	Maui	Q	Quest Net	F14	Female Ages 12-18	NF14	
08	Molokai	Q	Quest Net	F14	Female Ages 12-18	NF14	
09	Lanai	Q	Quest Net	F14	Female Ages 12-18	NF14	
01	Oahu	Q	Quest Net	F15	Female Ages 19-20	NF15	\$355.95
04	Kauai	Q	Quest Net	F15	Female Ages 19-20	NF15	\$377.87
05	Hawaii	Q	Quest Net	F15	Female Ages 19-20	NF15	\$333.87
07	Maui	Q	Quest Net	F15	Female Ages 19-20	NF15	
08	Molokai	Q	Quest Net	F15	Female Ages 19-20	NF15	
09	Lanai	Q	Quest Net	F15	Female Ages 19-20	NF15	
01	Oahu	N	Quest Net	F16	Female Ages 21-39	NF16	\$100.82
04	Kauai	N	Quest Net	F16	Female Ages 21-39	NF16	\$106.65
05	Hawaii	N	Quest Net	F16	Female Ages 21-39	NF16	\$74.82
07	Maui	N	Quest Net	F16	Female Ages 21-39	NF16	
08	Molokai	N	Quest Net	F16	Female Ages 21-39	NF16	
09	Lanai	N	Quest Net	F16	Female Ages 21-39	NF16	
01	Oahu	N	Quest Net	F17	Female Ages 40-64	NF17	\$140.67
04	Kauai	N	Quest Net	F17	Female Ages 40-64	NF17	\$148.81
05	Hawaii	N	Quest Net	F17	Female Ages 40-64	NF17	\$104.39
07	Maui	N	Quest Net	F17	Female Ages 40-64	NF17	
08	Molokai	N	Quest Net	F17	Female Ages 40-64	NF17	
09	Lanai	N	Quest Net	F17	Female Ages 40-64	NF17	
01	Oahu	Q	Quest Net	M11	Male Ages < 1	NM11	\$533.28
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State of Hawaii, Department of Human Services RFP-MQD-2007-002

	Island		Aid Type		Age/Gender Band		
Code	Description	Code	Description	Code	Description	Code	HMSA
04	Kauai	Q	Quest Net	M11	Male Ages < 1	NM11	\$566.12
05	Hawaii	Q	Quest Net	M11	Male Ages < 1	NM11	\$500.20
07	Maui	Q	Quest Net	M11	Male Ages < 1	NM11	•
08	Molokai	Q	Quest Net	M11	Male Ages < 1	NM11	
09	Lanai	Q	Quest Net	M11	Male Ages < 1	NM11	
01	Oahu	Q	Quest Net	M12	Male Ages 1-5	NM12	\$105.68
04	Kauai	Q	Quest Net	M12	Male Ages 1-5	NM12	\$112.18
05	Hawaii	Q	Quest Net	M12	Male Ages 1-5	NM12	\$99.12
07	Maui	Q	Quest Net	M12	Male Ages 1-5	NM12	
08	Molokai	Q	Quest Net	M12	Male Ages 1-5	NM12	
09	Lanai	Q	Quest Net	M12	Male Ages 1-5	NM12	
01	Oahu	Q	Quest Net	M13	Male Ages 6-11	NM13	\$78.61
04	Kauai	Q	Quest Net	M13	Male Ages 6-11	NM13	\$83.45
05	Hawaii	Ò	Quest Net	M13	Male Ages 6-11	NM13	\$73.74
07	Maui	Q	Quest Net	M13	Male Ages 6-11	NM13	
08	Molokai	Q	Quest Net	M13	Male Ages 6-11	NM13	
09	Lanai	Q	Quest Net	M13	Male Ages 6-11	NM13	
01	Oahu	Q	Quest Net	M14	Male Ages 12-18	NM14	\$76.29
04	Kauai	Q	Quest Net	M14	Male Ages 12-18	NM14	\$80.99
05	Hawaii	Q	Quest Net	M14	Male Ages 12-18	NM14	\$71.56
07	Maui	Q	Quest Net	M14	Male Ages 12-18	NM14	
08	Molokai	Q	Quest Net	M14	Male Ages 12-18	NM14	
09	Lanai	Q	Quest Net	M14	Male Ages 12-18	NM14	
01	Oahu	Q	Quest Net	M15	Male Ages 19-20	NM15	\$109.54
04	Kauai	Q	Quest Net	M15	Male Ages 19-20	NM15	\$116.29
05	Hawaii	Q	Quest Net	M15	Male Ages 19-20	NM15	\$102.75
07	Maui	Q	Quest Net	M15	Male Ages 19-20	NM15	
08	Molokai	Q	Quest Net	M15	Male Ages 19-20	NM15	
09	Lanai	Q	Quest Net	M15	Male Ages 19-20	NM15	
01	Oahu	N	Quest Net	M16	Male Ages 21-39	NM16	\$95.64
04	Kauai	N	Quest Net	M16	Male Ages 21-39	NM16	\$101.17
05	Hawaii	N	Quest Net	M16	Male Ages 21-39	NM16	\$70.98
07	Maui	N	Quest Net	M16	Male Ages 21-39	NM16	
08	Molokai	N	Quest Net	M16	Male Ages 21-39	NM16	
09	Lanai	N	Quest Net	M16	Male Ages 21-39	NM16	
01	Oahu	N	Quest Net	M17	Male Ages 40-64	* NM17	\$181.71
04	Kauai	N	Quest Net	M17	Male Ages 40-64	NM17	\$192.23
05	Hawaii	N	Quest Net	M17	Male Ages 40-64	NM17	\$134.85
07	Maui	N	Quest Net	M17	Male Ages 40-64	NM17	
08	Molokai	N	Quest Net	M17	Male Ages 40-64	NM17	
09	Lanai	N	Quest Net	M17	Male Ages 40-64	NM17	
01	Oahu	Q	QUEST	F11	Female Ages < 1	QF11	\$522.97
04	Kauai	Q	QUEST	F11	Female Ages < 1	QF11	\$555.17
05	Hawaii	Q	QUEST	F11	Female Ages < 1	QF11	\$490.53
07	Maui	Q	QUEST	F11	Female Ages < 1	QF11	
08	Molokai	Q	QUEST	F11	Female Ages < 1	QF11	

State of Hawaii, Department of Human Services RFP-MQD-2007-002

	Island		Aid Type		Age/Gender Band		
Code	Description	Code		Code	Description	Code	HMSA
09	Lanai	Q	QUEST	F11	Female Ages < 1	QF11	
- 01	Oahu	Q	QUEST	F12	Female Ages 1-5	QF12	\$88.67
04	Kauai	Q	QUEST	F12	Female Ages 1-5	QF12	\$94.13
05	Hawaii	Q	QUEST	F12	Female Ages 1-5	QF12	\$83.17
07	Maui	ò	QUEST	F12	Female Ages 1-5	QF12	
. 08	Molokai	Q	QUEST	F12	Female Ages 1-5	QF12	
09	Lanai	Q	QUEST	F12	Female Ages 1-5	QF12	
01	Oahu	Q	QUEST	F13	Female Ages 6-11	QF13	\$62.89
04	Kauai	Q	QUEST	F13	Female Ages 6-11	QF13	\$66.76
05	Hawaii	Q	QUEST	F13	Female Ages 6-11	QF13	\$58.99
07	Maui	Q	QUEST	F13	Female Ages 6-11	QF13	
08	Molokai	Q	QUEST	F13	Female Ages 6-11	QF13	
09	Lanai	Q	QUEST	F13	Female Ages 6-11	QF13	
01	Oahu	Q	QUEST	F14	Female Ages 12-18	QF14	\$144.86
04	Kauai	Q	QUEST	F14	Female Ages 12-18	QF14	\$153.77
05	Hawaii	Q	QUEST	F14	Female Ages 12-18	QF14	\$135.87
07	Maui	Q	QUEST	F14	Female Ages 12-18	QF14	
08	Molokai	Q	QUEST	F14	Female Ages 12-18	QF14	
09	Lanai	Q	QUEST	F14	Female Ages 12-18	QF14	
01	Oahu	· Q	QUEST	F15	Female Ages 19-20	QF15	\$355.95
04	Kauai	Q	QUEST	F15	Female Ages 19-20	QF15	\$377.87
05	Hawaii	Q	QUEST	F15	Female Ages 19-20	QF15	\$333.87
07	Maui	Q	QUEST	F15	Female Ages 19-20	QF15	
08	Molokai	Q	QUEST	F15	Female Ages 19-20	QF15	•
09	Lanai	Q	QUEST	F15	Female Ages 19-20	QF15	
01	Oahu	Q	QUEST	F16	Female Ages 21-39	QF16	\$324.51
04	Kauai	Q	QUEST	F16	Female Ages 21-39	QF16	\$344.49
05	Hawaii	Q	QUEST	F16	Female Ages 21-39	QF16	\$304.38
07	Maui	Q	QUEST	F16	Female Ages 21-39	QF16	
08	Molokai	Q	QUEST	F16	Female Ages 21-39	QF16	
09	Lanaí	Q	QUEST	F16	Female Ages 21-39	QF16	
01	Oahu	Q	QUEST	F 17	Female Ages 40-64	QF17	\$412.40
04	Kauai	Q	QUEST	F17	Female Ages 40-64	QF17	\$437.79
05	Hawaii	Q	QUEST	F17	Female Ages 40-64	QF17	\$386.82
07	Maui	Q	QUEST	F17	Female Ages 40-64	QF17	
08	Molokai	Q	QUEST	F17	Female Ages 40-64	.QF17	
09	Lanai	Q	QUEST	F17	Female Ages 40-64	QF17	
01	Oahu	Q	QUEST	M11	Male Ages < 1	QM11	\$533.28
04	Kauai	Q	QUEST	MII	Male Ages < 1	QM11	\$566.12
05	Hawaii	Q	QUEST	M11	Male Ages < 1	QM11	\$500.20
07	Maui	Q	QUEST	M11	Male Ages < 1	QM11	
08	Molokai	Q	QUEST	M11	Male Ages < 1	QM11	
09	Lanai	Q	QUEST	M11	Male Ages < 1	QM11	
01	Oahu	Q ·	QUEST	M12	Male Ages 1-5	QM12	\$105.68
04	Kauai	Q	QUEST	M12	Male Ages 1-5	QM12	\$112.18
05	Hawaii	Q	QUEST	M12	Male Ages 1-5	QM12	\$99.12

State of Hawaii, Department of Human Services RFP-MQD-2007-002

	Island		Aid Type	,	Age/Gender Band	Rate	
Code	Description	Code	Description	Code	Description	Code	HMSA
07	Maui	Q	QUEST	M12	Male Ages 1-5	QM12	
08	Molokai	Q	QUEST	M12	Male Ages 1-5	QM12	
09	Lanai	Q	QUEST	M12	Male Ages 1-5	QM12	
01	Oahu	Q	QUEST	M13	Male Ages 6-11	QM13	\$78.61
04	Kauai	Q	QUEST	M13	Male Ages 6-11	QM13	\$83.45
05	Hawaii	Q	QUEST	M13	Male Ages 6-11	QM13	\$73.74
07	Maui	Q	QUEST	M13	Male Ages 6-11	QM13	
08	Molokai	Q	QUEST	M13	Male Ages 6-11	QM13	
09	Lanai	Q	QUEST	M13	Male Ages 6-11	QM13	
01	Oahu	Q	QUEST	M14	Male Ages 12-18	QM14	\$76.29
04	Kauai	Q	QUEST	M14	Male Ages 12-18	QM14	\$80.99
05	Hawaii	Q	QUEST	M14	Male Ages 12-18	QM14	\$71.56
07	Maui	Q	QUEST	M14	Male Ages 12-18	QM14	
08	Molokai	Q	QUEST	M14	Male Ages 12-18	QM14	
09	Lanai	Q	QUEST	M14	Male Ages 12-18	QM14	
01	Oahu	Q	QUEST	M15	Male Ages 19-20	QM15	\$109.54
04	Kauai	Q	QUEST	M15	Male Ages 19-20	QM15	\$116.29
05	Hawaii	Q	QUEST	M15	Male Ages 19-20	QM15	\$102.75
07	Maui	Q	QUEST	M15	Male Ages 19-20	QM15	
08	Molokai	Q	QUEST	M15	Male Ages 19-20	QM15	
09	Lanai	Q	QUEST	M15	Male Ages 19-20	-QM15	
01	Oahu	Q	QUEST	M16	Male Ages 21-39	QM16	\$208.26
04	Kauai	Q	QUEST	M16	Male Ages 21-39	QM16	\$221.08
05	Hawaii	Q	QUEST	M16	Male Ages 21-39	QM16	\$195.34
07	Maui	Q	QUEST	M16	Male Ages 21-39	QM16	
08	Molokai	Q	QUEST	M16	Male Ages 21-39	QM16	
09	Lanai	Q	QUEST	M16	Male Ages 21-39	QM16	
01	Oahu	Q	QUEST	M17	Male Ages 40-64	QM17	\$451.58
04	Kauai	Q	QUEST	M17	Male Ages 40-64	QM17	\$479.38
05	Hawaii	Q	QUEST	M17	Male Ages 40-64	QM17	\$423.56
07	Maui	Q	QUEST	M17	Male Ages 40-64	QM17	
08	Molokai	Q	QUEST	M17	Male Ages 40-64	QM17	
09	Lanai	Q	QUEST	M17	Male Ages 40-64	QM17	
01	Oahu	T	AFDC/TANF	F11	Female Ages < 1	TF11	\$508.36
04	Kauai	T	AFDC/TANF	F11	Female Ages < 1	TF11	\$616.06
05	Hawaii	T	AFDC/TANF	F11	Female Ages < 1	TF11	\$482.03
07	Maui	T	AFDC/TANF	F11	Female Ages < 1	TF11	
08	Molokai	T	AFDC/TANF	F11	Female Ages < 1	TF11	
09	Lanai	T	AFDC/TANF	F11	Female Ages < 1	TF11	
01	Oahu	T	AFDC/TANF	F12	Female Ages 1-5	TF12	\$94.16
04	Kauai	T	AFDC/TANF	F12	Female Ages 1-5	TF12	\$114.11
05	Hawaii	T	AFDC/TANF	F12	Female Ages 1-5	TF12	\$89.28
07	Maui	Τ	AFDC/TANF	F12	Female Ages 1-5	TF12	
08	Molokai	T	AFDC/TANF	F12	Female Ages 1-5	TF12	
09	Lanai	T	AFDC/TANF	F12	Female Ages 1-5	TF12	
01	Oahu	T	AFDC/TANF	F13	Female Ages 6-11	TF13	\$59.98

EXHIBIT A State of Hawaii, Department of Human Services RFP-MQD-2007-002

	Island		Aid Type		Age/Gender Band		
Code	Description	Code	Description	Code	Description	Code	HMSA
04	Kauai	T	AFDC/TANF	F13	Female Ages 6-11	TF13	\$72.69
- 05	Hawaii	T	AFDC/TANF	F13	Female Ages 6-11	TF13	\$56.87
07	Maui	T	AFDC/TANF	F13	Female Ages 6-11	TF13	
08	Molokai	T	AFDC/TANF	F13	Female Ages 6-11	TF13	
09	Lanai	T	AFDC/TANF	F13	Female Ages 6-11	TF13	
01	Oahu	T	AFDC/TANF	F14	Female Ages 12-18	TF14	\$100.45
04	Kauai	T	AFDC/TANF	F14	Female Ages 12-18	TF14	\$121.73
05	Hawaii	Ţ	AFDC/TANF	F14	Female Ages 12-18	TF14	\$95.24
07	Maui	T	AFDC/TANF	F14	Female Ages 12-18	TF14	
08	Molokai	T	AFDC/TANF	F14	Female Ages 12-18	TF14	
09	Lanai	T	AFDC/TANF	F14	Female Ages 12-18	TF14	
01	Oahu	T	AFDC/TANF	F15	Female Ages 19-20	TF15	\$251.68
04	Kauai	T	AFDC/TANF	F15	Female Ages 19-20	TF15	\$305.00
05	Hawaii	T	AFDC/TANF	F15	Female Ages 19-20	TF15	\$238.65
07	Maui	T	AFDC/TANF	F15	Female Ages 19-20	TF15	
08	Molokai	T	AFDC/TANF	F15	Female Ages 19-20	TF15	
09	Lanai	Т	AFDC/TANF	F15	Female Ages 19-20	TF15	
01	Oahu	T	AFDC/TANF	F16	Female Ages 21-39	TF16	\$267.32
04	Kauai	T	AFDC/TANF	F16	Female Ages 21-39	TF16	\$323.96
05	Hawaii	T	AFDC/TANF	F16	Female Ages 21-39	TF16	\$253.48
07	Maui	Ţ	AFDC/TANF	F16	Female Ages 21-39	TF16	
08	Molokai	T	AFDC/TANF	F16	Female Ages 21-39	TF16	
09	Lanai	Ţ	AFDC/TANF	F16	Female Ages 21-39	TF16	
01	Oahu	T	AFDC/TANF	F17	Female Ages 40-64	TF17	\$298.28
04	Kauai	T	AFDC/TANF	F17	Female Ages 40-64	TF17	\$361.47
05	Hawaii	T	AFDC/TANF	F17	Female Ages 40-64	TF17	\$282.83
07	Maui	Ţ	AFDC/TANF	F17	Female Ages 40-64	TF17	
08	Molokai	T	AFDC/TANF	F17	Female Ages 40-64	TF17	
09	Lanai	T	AFDC/TANF	F17	Female Ages 40-64	TF17	
01	Oahu	Ţ	AFDC/TANF	M11	Male Ages < 1	TM11	\$518.35
04	Kauai	T	AFDC/TANF	MII	Male Ages < 1	TM11	\$628.18
05	Hawaii	Ŧ	AFDC/TANF	M11	Male Ages < 1	TM11	\$491.51
07	Maui	T	AFDC/TANF	M11	Male Ages < 1	TM11	
08	Molokai	T	AFDC/TANF	M11	Male Ages < 1	TMII	
09	Lanai	T	AFDC/TANF	M11	Male Ages < 1	TM11	
01	Oahu	T	AFDC/TANF	M12	Male Ages 1-5	TM12	\$110.12
04	Kauai	T	AFDC/TANF	M12	Male Ages 1-5	TM12	\$133.45
05	Hawaii	T	AFDC/TANF	M12	Male Ages 1-5	TM12	\$104.42
07	Maui	T	AFDC/TANF	M12	Male Ages 1-5	TM12	
08	Molokai	T	AFDC/TANF	M12	Male Ages 1-5	TM12	
09	Lanai	Ţ	AFDC/TANF	M12	Male Ages 1-5	TM12	
01	Oahu	T	AFDC/TANF	M13	Male Ages 6-11	TM13	\$77.87
04	Kauai	T	AFDC/TANF	M13	Male Ages 6-11	TM13	\$94.37
05	Hawaii	T	AFDC/TANF	M13	Male Ages 6-11	TM13	\$73.84
07	Maui	T	AFDC/TANF	M13	Male Ages 6-11	TM13	
08	Molokai	T	AFDC/TANF	M13	Male Ages 6-11	TM13	

EXHIBIT A State of Hawaii, Department of Human Services RFP-MQD-2007-002

	Island		Aid Type		Age/Gender Band		
Code	Description	Code	Description	Code	Description	Code	HMSA
09	Lanai	T	AFDC/TANF	M13	Male Ages 6-11	TM13	
01	Oahu	T	AFDC/TANF	M14	Male Ages 12-18	TM14	\$76.42
04	Kauai	T	AFDC/TANF	M14	Male Ages 12-18	TM14	\$92.61
05	Hawaii	T	AFDC/TANF	M14	Male Ages 12-18	TM14	\$72.47
07	Maui	T	AFDC/TANF	M14	Male Ages 12-18	TM14	
08	Molokai	T	AFDC/TANF	M14	Male Ages 12-18	TM14	
09	Lanai	T	AFDC/TANF	M14	Male Ages 12-18	TM14	
01	Oahu	T	AFDC/TANF	M15	Male Ages 19-20	TM15	\$57.40
04	Kauai	T	AFDC/TANF	M15	Male Ages 19-20	TM15	\$69.56
05	Hawaii	T	AFDC/TANF	M15	Male Ages 19-20	TM15	\$54.43
07	Maui	T	AFDC/TANF	M15	Male Ages 19-20	TM15	
08	Molokai	T	AFDC/TANF	M15	Male Ages 19-20	TM15	
09	Lanai	T	AFDC/TANF	M15	Male Ages 19-20	TM15	
01	Oahu	T	AFDC/TANF	M16	Male Ages 21-39	TM16	\$108.02
04	Kauai	T	AFDC/TANF	M16	Male Ages 21-39	TM16	\$130.91
05	Hawaii	T	AFDC/TANF	M16	Male Ages 21-39	TM16	\$102.43
07	Maui	Τ.	AFDC/TANF	M16	Male Ages 21-39	TM16	
08	Molokai	T	AFDC/TANF	M16	Male Ages 21-39	TM16	
09	Lanai	T	AFDC/TANF	M16	Male Ages 21-39	TM16	
01	Oahu	T	AFDC/TANF	M17	Male Ages 40-64	TM17	\$258.13
04	Kauai	T	AFDC/TANF	M17	Male Ages 40-64	TM17	\$312.82
05	Hawaii	T	AFDC/TANF	M17	Male Ages 40-64	TM17	\$244.76
07	Maui	T	AFDC/TANF	M17	Male Ages 40-64	TM17	
08	Molokai	T	AFDC/TANF	M17	Male Ages 40-64	TM17	
09	Lanai	T	AFDC/TANF	M17	Male Ages 40-64	TM17	

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GENERAL CONDITIONS FOR HEALTH & HUMAN SERVICES CONTRACTS

1. Representations and Conditions Precedent

- 1.1 Contract Subject to the Availability of State and Federal Funds.
 - 1.1.1 State Funds. This Contract is, at all times, subject to the appropriation and allotment of state funds, and may be terminated without liability to either the PROVIDER or the STATE in the event that state funds are not appropriated or available.
 - 1.1.2 Federal Funds. To the extent that this Contract is funded partly or wholly by federal funds, this Contract is subject to the availability of such federal funds. The portion of this Contract that is to be funded federally shall be deemed severable, and such federally funded portion may be terminated without liability to either the PROVIDER or the STATE in the event that federal funds are not available. In any case, this Contract shall not be construed to obligate the STATE to expend state funds to cover any shortfall created by the unavailability of anticipated federal funds.
- 1.2 Representations of the PROVIDER. As a necessary condition to the formation of this Contract, the PROVIDER makes the representations contained in this paragraph, and the STATE relies upon such representations as a material inducement to entering into this Contract.
 - 1.2.1 Compliance with Laws. As of the date of this Contract, the PROVIDER complies with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the PROVIDER's performance of this Contract.
 - 1.2.2 <u>Licensing and Accreditation.</u> As of the date of this Contract, the PROVIDER holds all licenses and accreditations required under applicable federal, state, and county laws, ordinances, codes, rules, and regulations to provide the Required Services under this Contract.
- 1.3 Compliance with Laws. The PROVIDER shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the PROVIDER's performance of this Contract, including but not limited to the laws specifically enumerated in this paragraph:
 - 1.3.1 Smoking Policy. The PROVIDER shall implement and maintain a written smoking policy as required by Chapter 328K, Hawaii Revised Statutes, or its successor provision.
 - 1.3.2 <u>Drug Free Workplace.</u> The PROVIDER shall implement and maintain a drug free workplace as required by the Drug Free Workplace Act of 1988.
 - 1.3.3 Persons with Disabilities. The PROVIDER shall implement and maintain all practices, policies, and procedures required by federal, state, or county law, including but not

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limited to the Americans with Disabilities Act (42 U.S.C.§12101, et seq.), and the Rehabilitation Act (29 U.S.C.§701, et seq.).

- 1.3.4 Nondiscrimination. No person performing work under this Contract, including any subcontractor, employee, or agent of the PROVIDER, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.
- Insurance Requirements. The PROVIDER shall obtain from a company authorized by law to issue such insurance in the State of Hawai'i commercial general liability insurance ("liability insurance") in an amount of at least TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) coverage for bodily injury and property damage resulting from the PROVIDER's performance under this Contract. The PROVIDER shall maintain in effect this liability insurance until the STATE certifies that the PROVIDER's work under the Contract has been completed satisfactorily.

The liability insurance shall be primary and shall cover the insured for all work to be performed under the Contract, including changes, and all work performed incidental thereto or directly or indirectly connected therewith.

A certificate of the liability insurance shall be given to the STATE by the PROVIDER. The certificate shall provide that the STATE and its officers and employees are Additional Insureds. The certificate shall provide that the coverages being certified will not be cancelled or materially changed without giving the STATE at least 30 days prior written notice by registered mail.

Should the "liability insurance" coverages be cancelled before the PROVIDER's work under the Contract is certified by the STATE to have been completed satisfactorily, the PROVIDER shall immediately procure replacement insurance that complies in all respects with the requirements of this section.

Nothing in the insurance requirements of this Contract shall be construed as limiting the extent of PROVIDER's responsibility for payment of damages resulting from its operations under this Contract, including the PROVIDER's separate and independent duty to defend, indemnify, and hold the STATE and its officers and employees harmless pursuant to other provisions of this Contract.

- Notice to Clients. Provided that the term of this Contract is at least one year in duration, within ONE HUNDRED AND EIGHTY (180) days after the effective date of this Contract, the PROVIDER shall create written procedures for the orderly termination of services to any clients receiving the Required Services under this Contract, and for the transition to services supplied by another provider upon termination of this Contract, regardless of the circumstances of such termination. These procedures shall include, at the minimum, timely notice to such clients of the termination of this Contract, and appropriate counseling.
- 1.6 Reporting Requirements. The PROVIDER shall submit a Final Project Report to the STATE containing the information specified in this Contract if applicable, or otherwise satisfactory to the STATE, documenting the PROVIDER's overall efforts toward meeting the requirements of this

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Contract, and listing expenditures actually incurred in the performance of this Contract. The PROVIDER shall return any unexpended funds to the STATE.

1.7 Conflicts of Interest. In addition to the Certification provided in the Standards of Conduct Declaration to this Contract, the PROVIDER represents that neither the PROVIDER nor any employee or agent of the PROVIDER, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the PROVIDER's performance under this Contract.

2. <u>Documents and Files</u>

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

3. Relationship between Parties

3.1 Coordination of Services by the STATE. The STATE shall coordinate the services to be provided by the PROVIDER in order to complete the performance required in the Contract. The PROVIDER shall maintain communications with the STATE at all stages of the PROVIDER's

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work, and submit to the STATE for resolution any questions which may arise as to the performance of this Contract.

- 3.2 Subcontracts and Assignments. The PROVIDER may assign or subcontract any of the PROVIDER's duties, obligations, or interests under this Contract, but only if (i) the PROVIDER obtains the prior written consent of the STATE and (ii) the PROVIDER's assignee or subcontractor submits to the STATE a tax clearance certificate from the Director of Taxation, State of Hawai'i, and the Internal Revenue Service showing that all delinquent taxes, if any, levied or accrued under state law against the PROVIDER's assignee or subcontractor have been paid. Additionally, no assignment by the PROVIDER of the PROVIDER's right to compensation under this Contract shall be effective unless and until the assignment is approved by the Comptroller of the State of Hawai'i, as provided in section 40-58, HRS.
- 3.3 Change of Name. When the PROVIDER asks to change the name in which it holds this Contract, the STATE, shall, upon receipt of a document acceptable or satisfactory to the STATE indicating such change of name such as an amendment to the PROVIDER's articles of incorporation, enter into an amendment to this Contract with the PROVIDER to effect the change of name. Such amendment to this Contract changing the PROVIDER's name shall specifically indicate that no other terms and conditions of this Contract are thereby changed, unless the change of name amendment is incorporated with a modification or amendment to the Contract under paragraph 4.1 of these General Conditions.
- 3.4 Independent Contractor Status and Responsibilities, Including Tax Responsibilities.
 - 3.4.1 Independent Contractor. In the performance of services required under this Contract, the PROVIDER is an "independent contractor," with the authority and responsibility to control and direct the performance and details of the work and services required under this Contract; however, the STATE shall have a general right to inspect work in progress to determine whether, in the STATE's opinion, the services are being performed by the PROVIDER in compliance with this Contract.
 - 3.4.2 Contracts with Other Individuals and Entities. Unless otherwise provided by special condition, the STATE shall be free to contract with other individuals and entities to provide services similar to those performed by the PROVIDER under this Contract, and the PROVIDER shall be free to contract to provide services to other individuals or entities while under contract with the STATE.
 - 3.4.3 PROVIDER's Employees and Agents. The PROVIDER and the PROVIDER's employees and agents are not by reason of this Contract, agents or employees of the State for any purpose. The PROVIDER and the PROVIDER's employees and agents shall not be entitled to claim or receive from the STATE any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to state employees. Unless specifically authorized in writing by the STATE, the PROVIDER and the PROVIDER's employees and agents are not authorized to speak on behalf and no statement or admission made by the PROVIDER or the PROVIDER's employees or

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agents shall be attributed to the STATE, unless specifically adopted by the STATE in writing.

3.4.4 <u>PROVIDER's Responsibilites.</u> The PROVIDER shall be responsible for the accuracy, completeness, and adequacy of the PROVIDER's performance under this Contract.

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

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

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

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

3.5 <u>Personnel Requirements.</u>

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

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4. Modification and Termination of Contract

4.1 Modifications of Contract.

- 4.1.1 <u>In Writing.</u> Any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract permitted by this Contract shall be made by written amendment to this Contract, signed by the PROVIDER and the STATE.
- 4.1.2 No Oral Modification. No oral modification, alteration, amendment, change, or extension of any term, provision or condition of this Contract shall be permitted.
- 4.1.3 Tax Clearance. The STATE may, at its discretion, require the PROVIDER to submit to the STATE, prior to the STATE's approval of any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract, a tax clearance from the Director of Taxation, State of Hawai'i, and the Internal Revenue Service showing that all delinquent taxes, if any, levied or accrued under state and federal law against the PROVIDER have been paid.
- 4.2 Termination in General. This Contract may be terminated in whole or in part for a reduction in funds available to pay the PROVIDER, or when, in its sole discretion, the STATE determines (i) that there has been a change in the conditions upon which the need for the Required Services was based, (ii) that the PROVIDER has failed to provide the Required Services adequately or satisfactorily, or (iii) that other good cause for the whole or partial termination of this Contract exists. Termination under this section shall be made by a written notice sent to the PROVIDER ten (10) working days prior to the termination date that includes a brief statement of the reason for the termination. If the Contract is terminated under this paragraph, the PROVIDER shall cooperate with the STATE to effect an orderly transition of services to clients.
- 4.3 Termination for Necessity or Convenience. If the STATE determines, in its sole discretion, that it is necessary or convenient, this Contract may be terminated in whole or in part at the option of the STATE upon ten (10) working days' written notice to the PROVIDER. If the STATE elects to terminate under this paragraph, the PROVIDER shall be entitled to reasonable payment as determined by the STATE for satisfactory services rendered under this Contract up to the time of termination. If the STATE elects to terminate under this section, the PROVIDER shall cooperate with the STATE to effect an orderly transition of services to clients.
- 4.4 <u>Termination by PROVIDER.</u> The PROVIDER may withdraw from this Contract after obtaining the written consent of the STATE. The STATE, upon the PROVIDER's withdrawal, shall determine whether payment is due to the PROVIDER, and the amount that is due. If the STATE consents to a termination under this paragraph, the PROVIDER shall cooperate with the STATE to effect an orderly transition of services to clients.
- 4.5 STATE's Right of Offset. The STATE may offset against any monies or other obligations that STATE owes to the PROVIDER under this Contract, any amounts owed to the State of Hawai'i by the PROVIDER under this Contract, or any other contract, or pursuant to any law or other obligation owed to the State of Hawai'i by the PROVIDER, including but not limited to the

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payment of any taxes or levies of any kind or nature. The STATE shall notify the PROVIDER in writing of any exercise of its right of offset and the nature and amount of such offset. For purposes of this paragraph, amounts owed to the State of Hawai'i shall not include debts or obligations which have been liquidated by contract with the PROVIDER, and that are covered by an installment payment or other settlement plan approved by the State of Hawai'i, provided, however, that the PROVIDER shall be entitled to such exclusion only to the extent that the PROVIDER is current, and in compliance with, and not delinquent on, any payments, obligations, or duties owed to the State of Hawai'i under such payment or other settlement plan.

5. <u>Indemnification</u>

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

6. Publicity

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

7. Miscellaneous Provisions

- 7.1 Nondiscrimination. No person performing work under this Contract, including any subcontractor, employee, or agent of the PROVIDER, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.
- 7.2 <u>Paragraph Headings.</u> The paragraph headings appearing in this Contract have been inserted for the purpose of convenience and ready reference. They shall not be used to define, limit, or extend the scope or intent of the sections to which they pertain.

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- Antitrust Claims. The STATE and the PROVIDER recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, the PROVIDER hereby assigns to the STATE any and all claims for overcharges as to goods and materials purchased in connection with this Contract, except as to overcharges which result from violations commencing after the price is established under this Contract and which are not passed on to the STATE under an escalation clause.
- 7.4 Governing Law. The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, shall be governed by the laws of the State of Hawai'i. Any action at law or in equity to enforce or interpret the provisions of this Contract shall be brought in a state court of competent jurisdiction in Honolulu, Hawai'i.
- 7.5 Conflict between General Conditions and Procurement Rules. In the event of a conflict between the General Conditions and the Procurement Rules or a Procurement Directive, the Procurement Rules or any Procurement Directive in effect on the date this Contract became effective shall control and are hereby incorporated by reference.
- 7.6 Entire Contract. This Contract sets forth all of the contracts, conditions, understandings, promises, warranties, and representations between the STATE and the PROVIDER relative to this Contract. This Contract supersedes all prior agreements, conditions, understandings, promises, warranties, and representations, which shall have no further force or effect. There are no contracts, conditions, understandings, promises, warranties, or representations, oral or written, express or implied, between the STATE and the PROVIDER other than as set forth or as referred to herein.
- 7.7 Severability. In the event that any provision of this Contract is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Contract.
- 7.8 Waiver. The failure of the STATE to insist upon the strict compliance with any term, provision, or condition of this Contract shall not constitute or be deemed to constitute a waiver or relinquishment of the STATE's right to enforce the same in accordance with this Contract. The fact that the STATE specifically refers to one provision of the Procurement Rules or one section of the Hawai'i Revised Statutes, and does not include other provisions or statutory sections in this Contract shall not constitute a waiver or relinquishment of the STATE's rights or the PROVIDER's obligations under the Procurement Rules or statutes.
- 7.9 Execution in Counterparts. This Contract may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one instrument.

Please read memo. SPECIAL CONDITIONS							
Provider acknowledges that in executing this Contract with the State, it agrees that the rates set forth under this Contract are fair and reasonable consideration for the services to be provided by the Provider. Prior to execution of this Contract, Provider has performed its own due diligence and analysis to ensure that it is in agreement with such rates. Provider, in signing this Contract, agrees that it has performed such due diligence and analysis and that it will not subsequently bring suit for any allegation that the rates to be paid under this Contract are not actuarially sound.							
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CONTRACT NO.

FORM A-6 (REV. 2005)

STATE OF HAWAII - DEPARTMENT OF TAXAI...

TAX CLEARANCE APPLICATION

PLEASE TYPE OR PRINT CLEARLY

						FOR OFFICE USE ONLY
1. APPLICANT IN	ORMATION: (PLI	EASE PRINT CLEARL	_Y)		BUS	SINESS START DATE IN HAWAII
Applicant's Name	HAWAII MEDICAL SE	CRVICE ASSOCIA	ATION			IF APPLICABLE / /
Address	P. O. BOX 860				_	HAWAII RETURNS FILED IF APPLICABLE
Address					- 20	20 20
City/State/Zip Code	HONOLULU, HAWAII	96808				
DBA/Trade Name						STATE APPROVAL STAMP
				-		State of Hawaii
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EDWARD S. V	AN LIER RIBBINK	EXEÇUTIVE	VICE PRES	SIDENT, CFO &	TREAS	JRER
PRINT NAME						ole Proprietor), Trustee, Executor
16/1/1	Like	12/18/0	. /	08) 948 . 524		(808) 948 .6879
SIGNATURE	•	DATE		LEPHONE		FAX

POWER OF ATTORNEY. If submitted by someone other than a Corporate Officer, General Partner or Member, Individual (Sole Proprietor), Trustee, or Executor, a power of attorney (State of Hawaii, Department of Taxation, Form N-848) must be submitted with this application. If a Tax Clearance is required from the Internal Revenue Service, IRS Form 8821, or IRS Form 2848 is also required. Applications submitted without proper authorization will be sent to the address of record with the taxing authority. UNSIGNED APPLICATIONS WILL NOT BE PROCESSED.

PLEASE TYPE OR PRINT CLEARLY — THE FRONT PAGE OF THIS APPLICATION BECOMES THE CERTIFICATE UPON APPROVAL.

SEE PAGE 2 ON REVERSE & SEPARATE INSTRUCTIONS. Failure to provide required information on page 2 of this application or as required in the separate instructions to this application will result in a denial of the Tax Clearance request.

<u>.</u>	AC	CERTIFIC	SAT OF LIABILI	TY INSU	IRANCE	CSR JH HIMED-1	01/08/07
	DUCE	R 7 Hay, Inc. ✓		THIS CERTIFICATE IS ED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE			
65	O I	wilei Road, Suite 200 ulu HI 96817	6	HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
Ph	one		08-457-4780	INSURERS A	NAIC#		
INSU	JRED	Hawaii Medical Ser	rviçe Assn. 🗸	INSURER A:	FIRST FIRE && CASO	JALTY INS. V	41726
		And Health Plan Ha Foundation Benefit	waii, HMSA Services	INSURER B:			
		Foundation Benefit Of Hawaii, Inc. P O Box 860 Honolulu HI 96808		INSURER C:			
		Honolulu HI 96808		INSURER D:			
CO	VER	AGES		INCORES E.	· · · · · · · · · · · · · · · · · · ·		
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tae of Hawaii Quest Program tae of Hawaii and its officers, employees and agents are named as dditional insured with respect to the above but only to the extent set orth in the General Liability Policy Provisions							
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				JERRY HAY, INC.			
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President