

**HOME AND COMMUNITY-BASED SERVICES
PROVIDER MONITORING**

HIePRO Solicitation



**STATE OF HAWAII
DEPARTMENT OF HEALTH
DEVELOPEMENTAL DISABILITIES DIVISION
2022- 2023**

The State of Hawaii Department of Health, Developmental Disabilities Division (DOH-DDD), administers a Statewide system of services and supports to meet the requirements of the Medicaid §1915(c) Home and Community-Based Services (HCBS) Waiver for Individuals with Intellectual and Developmental Disabilities (I/DD) (hereinafter Waiver) administered by the Centers for Medicare and Medicaid (CMS), so individuals with I/DD in Hawaii can maximize their opportunities to have full lives in their communities. Providers of Waiver services (Waiver Providers) have an important role in the system of supports for individuals with I/DD and in supporting individuals to achieve their vision of a good life in the community. The Medicaid I/DD Waiver Provider Standards Manual (Waiver Standards) provides guidance in alignment with the Waiver, about the DOH-DDD service system, the intent of services, and the way services are to be provided. DOH-DDD is responsible for monitoring compliance and performance quality to ensure that Waiver Providers adhere to requirements of the §1915(c) HCBS Waiver, approved by CMS, and the Waiver Standards.

The Waiver Standards can be found at:

<https://health.hawaii.gov/ddd/files/2022/02/2021-Waiver-Standards-Manual-Version-A-Apr2022-FINAL.pdf>

DOH-DDD is committed to continuous quality improvement and strengthening system infrastructure and accountability, including strengthening the process for monitoring Waiver Providers for compliance with the Waiver Standards requirements for service delivery and for performance quality. DOH-DDD is seeking to develop a new framework for monitoring Waiver Providers and for sharing compliance and quality information on Waiver Providers with stakeholders. The framework will provide a comprehensive process for evaluating compliance and performance requirements for both new and existing Waiver Providers. New applicants interested in becoming a new Waiver Provider must complete and submit a Medicaid I/DD Waiver Proposal Application (Waiver Provider Application) to demonstrate experience, capacity and readiness to provide Waiver services. It is important to align the expectations for meeting compliance for service delivery for existing Waiver Providers with the expectations for new applicants to be approved as a Waiver Provider as part of a comprehensive system that sets expectations for ensuring initial and ongoing Waiver Provider compliance and performance quality. Overall, this new framework will advance DOH-DDD's process for monitoring Waiver Providers to support innovation and promote provider accountability and quality services, that help achieve positive outcomes for individuals served.

SCOPE OF SERVICES

The CONTRACTOR shall provide technical assistance and activities in the scope of services to DOH-DDD to develop a monitoring framework, a tool for monitoring Waiver Providers, a report template, a method for tracking and implementing corrective actions, and processes for sharing compliance and performance quality information on Waiver Providers with stakeholders. The framework will include new methods for monitoring Waiver Providers for compliance with the Waiver Standards requirements and quality of service delivery.

The CONTRACTOR shall:

1. Develop a new monitoring tool as part of the overall monitoring framework for DOH-DDD to monitor Waiver Providers for both regulatory compliance and performance quality. Development of the new monitoring tool shall include, but not be limited to:
 - A. Reviewing the Waiver Standards requirements and selecting the requirements that DOH-DDD will monitor for compliance and quality.
 - B. Determining indicators of compliance and performance quality for each of the selected requirements that DOH-DDD will use to assess Waiver Providers.
2. Provide consultation to DOH-DDD on how to use the new monitoring tool by developing methods for assessing Waiver Providers using the indicators in the new monitoring tool.
3. Develop a corrective action framework that is constructive and supports Waiver Providers to improve the quality of their services. The framework shall include a process for DOH-DDD to identify quality improvement actions for Waiver Providers, and a timeline and tracking method for the corrective actions to be completed.
4. Establish and facilitate a minimum of three (3) sessions with an external stakeholder workgroup, that includes Waiver Providers, to provide feedback on the new monitoring tool and methods. The external workgroup will help to determine if the new monitoring tool and methods support Waiver Providers to improve the quality of services.
5. Assist DOH-DDD in finalizing the new monitoring tool and methods based on feedback from DOH-DDD leadership and the external stakeholder workgroup.
6. Provide recommendations for revisions to the Waiver Provider Application to align with the requirements and indicators in the new monitoring tool.
7. Develop a compliance report framework and supporting operational procedures for DOH-DDD to collect and share performance and compliance information on Providers with stakeholders. Development of the framework and supporting procedures shall include, but not be limited to:
 - A. Developing an internal process for DOH-DDD to compile information related to Waiver Providers' performance, on a systematic basis including previous performance trends, findings, and remediation findings, if applicable. Information shall include, but is not limited to, DDD Adult Foster Home certification reports, reports from DOH-DDD case managers, consumer

complaints, and results from DOH-DDD fiscal audit, program monitoring and validation of Provider staff qualifications.

- B. Developing a report template and method for DOH-DDD to share compliance information on Waiver Providers, compiled from DOH-DDD internal monitoring results, with stakeholders on a systematic basis.
8. Advise DOH-DDD in the development of webinars for DOH-DDD staff, Waiver Providers and external stakeholders on the new monitoring tool, methods, and report template for sharing compliance information on Providers with stakeholders.
9. Submit all deliverables for DOH-DDD's preliminary determination of appropriateness and acceptance of the deliverable. Should the deliverable be unacceptable, DOH-DDD shall notify the CONTRACTOR within ten (10) working days from receipt of the deliverable. The CONTRACTOR shall make recommended changes and edits and re-submit the revised deliverable to DOH-DDD within ten (10) working days.
10. Comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Public Law 104-191 is the responsibility of the CONTRACTOR. The CONTRACTOR shall ensure compliance with all HIPAA requirements regarding Protected Health Information of clients pursuant to federal regulation 45 CFR§160.103. The CONTRACTOR is prohibited from using and disclosing all data obtained through DDD surveys hosted on the CONTRACTOR's site.

TIME OF PERFORMANCE AND COMPENSATION SCHEDULE

1. The CONTRACTOR shall provide services for one (1) year from August 1, 2022, to and including July 31, 2023.
2. Payments shall be made according to scheduled deliverables upon submission by the CONTRACTOR of invoices for the services provided in accordance with the Scope of Services and the Schedule of Deliverables.
3. Deliverables shall be reviewed by DOH-DDD and shall be subject to DOH-DDD's preliminary determination of appropriateness and acceptance of the deliverable. Should the deliverable be unacceptable, the DOH-DDD shall notify the CONTRACTOR within ten (10) working days from receipt of the deliverable. The CONTRACTOR shall make recommended changes and edits and re-submit the revised deliverable to DOH-DDD within ten (10) working days from the date notified by DOH-DDD.

OFFEROR REQUIREMENTS

An OFFEROR without ALL the requirements shall be deemed to be non-responsive and non-responsible and the OFFER shall be rejected when such action is in the best interest of the State.

1. Experiences and/or Qualifications

- A. OFFEROR shall have demonstrated knowledge and understanding of federal and state Medicaid HCBS requirements, including how requirements apply to providers of various home and community-based services.
- B. OFFEROR shall have ten (10) or more years of experience monitoring provider performance or provider compliance for provision of services in health and human services.
- C. OFFEROR shall have ten (10) or more years of experience convening and facilitating stakeholder workgroups, including, but not limited to workgroups comprised of representatives of state agencies, service Providers, people with I/DD and their families.
- D. OFFEROR shall have ten (10) or more years of experience working with HCBS Providers of services for people with I/DD, including knowledge of operational and regulatory issues.
- E. OFFEROR shall have two (2) or more years of experience working in the development of strategies for compliance and/or technical assistance regarding HCBS provided to people with I/DD under the 1915(c) Waiver.
- F. OFFEROR shall demonstrate an understanding of the State of Hawaii's DDD service system and have conducted one (1) or more projects within the State of Hawaii.

2. Other Requirements

- A. OFFEROR is advised that in order to be awarded a Contract under this solicitation, the vendor/contractor/service provider will be required to be compliant with all laws governing entities doing business in the State including the following chapters and pursuant to HRS §103D-310(c):
 - 1) Chapter 237, tax clearance;
 - 2) Chapter 383, unemployment insurance;
 - 3) Chapter 386, workers' compensation;
 - 4) Chapter 392, temporary disability insurance;
 - 5) Chapter 393, prepaid health care; and
 - 6) Section 103D-310(c), Certificate of Good Standing for entities doing business in the State.
- B. The State will verify compliance on Hawaii Compliance Express (HCE) for awards \$2,500 or greater. The HCE is an electronic system that allows vendors/contractors/ services providers doing business with the state to quickly and easily demonstrate compliance with applicable laws. It is an online system that replaces the necessity of obtaining paper compliance certificates from the Department of Taxation; Federal

Internal Revenue Service; Department of Labor and Industrial Relations; and Department of Commerce and Consumer Affairs.

Vendors/contractors/service providers should register with HCE prior to submitting an offer at <https://vendors.ehawaii.gov>. The annual registration fee is \$12.00 and the 'Certificate of Vendor Compliance' is accepted for both contracting and final payment.

- C. Prior to the Contract start date, the CONTRACTOR shall procure at its sole expense and maintain insurance coverage acceptable to the State in full force and effect throughout the term of the Contract. The OFFEROR shall provide proof of insurance for the following minimum insurance coverage(s) and limit(s) in order to be awarded a Contract. The type of insurance coverage is listed as follows:
- 1) Commercial General Liability Insurance
Commercial general liability insurance coverage against claims for bodily injury and property damage arising out of all operations, activities or contractual liability by the CONTRACTOR, its employees and subcontractors during the term of the Contract. This insurance shall include the following coverage and limits specified or required by any applicable law: bodily injury and property damage coverage with a minimum of \$1,000,000 per occurrence; personal and advertising injury of \$1,000,000 per occurrence; broadcasters' liability insurance of \$1,000,000 per occurrence; and with an aggregated limit of \$2,000,000. The commercial general liability policy shall be written on an occurrence basis and the policy shall provide legal defense costs and expenses in addition to the limits of liability stated above. The CONTRACTOR shall be responsible for payment of any deductible applicable to this policy.
 - 2) Automobile Liability Insurance
Automobile liability insurance covering owned, non-owned, leased, and hired vehicles with a minimum of \$1,000,000 for bodily injury for each person, \$1,000,000 for bodily injury for each accident, and \$1,000,000 for property damage for each accident.
 - 3) The certificates of insurance shall contain the following clauses:
 - a. "The State of Hawaii and its officers and employees are additional insured with respect to operations performed for the State of Hawaii."
 - b. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

**OFFER FORM
OF-1
HOME AND COMMUNITY-BASED SERVICES
PROVIDER MONITORING**

Procurement Officer
State of Hawaii Department of Health
Developmental Disabilities Division
Kinau Hale
1250 Punchbowl St., Room 463
Honolulu, Hawaii 96813

Dear Procurement Officer:

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

Offeror is:

- Sole Proprietor Partnership *Corporation Joint Venture
 Other: _____

* State of incorporation: _____

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

Federal I.D. No: _____

Payment address (other than street address below): _____

City, State, Zip Code: _____

Business address (street address): _____

City, State, Zip Code: _____

Respectfully submitted:

Date: _____ (x) _____
Authorized (Original) Signature

Telephone No: _____
Name and Title (Type or Print)

Fax No: _____
¹Exact Legal Name of Company (Offeror)

Email Address: _____

OFFER FORM

¹ If Offeror is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed.

OF-2

Total contract cost for accomplishing the development and delivery of the services.

Total \$

Deliverable	Due Date	Amount
Develop a new monitoring tool as part of the overall Monitoring framework for DOH-DDD to monitor Waiver Providers for both regulatory compliance and performance quality	10/31/2022	\$
Provide consultation to DOH-DDD on how to use the new monitoring tool by developing methods for assessing Waiver Providers' compliance with the indicators in the new monitoring tool.	10/31/2022	\$
Develop a corrective action framework, which includes process, timeline and tracking, for DOH-DDD to communicate monitoring findings and identify quality improvement actions for Waiver Providers to complete that is constructive and supports Waiver Providers to improve the quality of services.	11/30/2022	\$
Establish and facilitate a minimum of three (3) sessions with an external stakeholder workgroup, that includes Waiver Providers, to provide feedback on the new monitoring tool and methods.	1/31/2023	\$
Assist DOH-DDD in finalizing the new monitoring tool and methods based on feedback from DOH-DDD leadership and the external stakeholder workgroup.	2/28/2023	\$
Develop a compliance report framework and supporting operational procedures for DOH-DDD to collect and share performance and compliance information on Providers, with stakeholders, on a systematic basis.	5/31/2023	\$
Advise DOH-DDD in the development of webinars for DOH-DDD staff, Waiver Providers and external stakeholders on the new monitoring tool, methods, and report template for sharing compliance information on Providers with stakeholders.	7/31/2023	\$
Provide recommendations for revisions to the Waiver Provider Application to align with the requirements and indicators in the new monitoring tool.	7/31/2023	\$
Total		\$

Note: Pricing shall include labor, materials, supplies, all applicable taxes, and any other costs incurred to provide the specified services.