
HAWAII HEALTH SYSTEMS CORPORATION

REQUEST FOR PROPOSALS

HHSC FY20-0009

**EAST HAWAII REGION
SECURITY SERVICES**

For

Hawaii Health Systems Corporation

**Hilo Medical Center
1190 Waiuanue Avenue, Hilo Hawaii 96720**

**Hale Ho'ola Hamakua
45-547 Plumeria Street, Honoka'a, Hawaii 96727**

**Ka'u Hospital
1 Kamani Street, Pahala, Hawaii 96777**

AN AGENCY OF THE STATE OF HAWAII

***Due Date for Proposals
in Response to this Solicitation:***

Friday, August 30, 2019; 2:00 PM, HST

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SECTION 1
GENERAL NOTICE

1.1 INTRODUCTION

This Request for Proposal (hereinafter “RFP”) is issued by the Hawaii Health Systems Corporation (“HHSC”), an Agency of the State of Hawaii. Thank you for your interest in submitting a proposal for this solicitation. The purpose of this RFP is to promote and ensure the fairest, most efficient means to obtain the benefits of the most qualified, responsive and responsible proposal. Hereinafter, organizations interested in submitting a proposal in response to this RFP shall be referred to as “Offerors”.

1.2 PROCUREMENT TIMETABLE

The timetable set out herein represents HHSC’s best estimate of the schedule that will be followed in the RFP process. If an event of the timetable, such as “Proposal Submission Deadline” is delayed, the rest of the timetable dates may be shifted by the same number of days. Offerors will be advised, by addendum to the RFP, of any changes to the timetable.

<u>Event</u>	<u>Scheduled Date</u>
Request for Proposals issued	July 29, 2019
Submission of Intent to Submit Proposal.....	August 6, 2019
Submission Deadline for Questions & Clarification Requests.....	August 21, 2019
Proposal Submission Deadline	Friday, August 30, 2019
Proposal Evaluations, Clarifications.....	Aug. 30- Sept. 10, 2019
Discussions & Best & Final Offer (Optional)	September 11 - 18, 2019
Offeror Selection/Award Notification (on/about).....	September 25, 2019
Anticipated Contract Commencement Date	November 1, 2019

1.3 SUBMISSION OF INTENT TO SUBMIT PROPOSAL

Offerors should submit, in writing, by **Wednesday, August 7, 2019**, their intent to submit (or not submit) a proposal. Please forward your company’s intentions either by fax to: (808) 933-2793 or by email to gcallahan@hhsc.org.

1.4 SUBMISSION OF QUESTIONS, CLARIFICATION REQUESTS

Offerors are encouraged to submit written questions and requests for clarification pertaining to the RFP.

Questions must be submitted in writing via hand-delivery, electronic mail, facsimile or post mail to the following not later than the “Submission Deadline for Question & Clarification Requests,” identified above, in order to generate an official answer.

Gary L. Callahan, Senior Contracts Manager
Hilo Medical Center
1190 Waiianuenue Avenue
Hilo, Hawaii 96720-2020

PH: 808-932-3112
Fax: 808-933-2793
Email: gcallahan@hhsc.org

All written questions will receive an official written response from HHSC and become addendums to the RFP. The only official position of HHSC is that which is stated in writing and issued in the RFP as addendums thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response/statement and may not be relied upon.

1.6 RFP AMENDMENTS

HHSC reserves the right to amend the RFP any time prior to the ending date for “Proposal Evaluations, Clarifications”, identified above.

1.7 CANCELLATION OF RFP

The RFP may be canceled by HHSC if it is determined to be in the best interests of HHSC.

1.8 PROTESTS

A protest based upon the content of the solicitation shall be submitted in writing within five (5) working days after the aggrieved individual/business knows or should have known of the facts giving rise thereto; provided further that the protest shall not be considered unless it is submitted in writing not later than the “Proposal Submission Deadline” identified above.

A protest of an award or proposed award shall be submitted within five (5) working days after the posting of the award or the proposed award of the contract.

Any and all protests shall be submitted in writing to the East Hawaii Regional Procurement Officer (RPO), as follows:

Dan Brinkman, East Hawaii Region
Regional Procurement Officer
Hilo Medical Center
1190 Waianuenue Avenue
Hilo, Hawaii 96720

SECTION 2
SCOPE OF SERVICES

2.0 GENERAL

- 2.0.1 The CONTRACTOR shall provide uniformed security guards to perform “Security Guard Services” described below, at Hilo Medical Center located at 1190 Waiuanuenue Avenue, Hilo, Hawaii 96720, Ka’u Hospital located at 1 Kamani Street, Pahala, Hawaii 96777 and Hale Ho’ola Hamakua located at 45-547 Plumeria Street, Honoka’a Hawaii 96727 (hereinafter “HOSPITAL”) throughout the term of the Agreement.
- 2.0.2 The Security Officers provided by the CONTRACTOR shall have a minimum of twelve (12) months of full-time experience as a security officer or similar position. The Security Officer shall have strong customer service skills and a proven ability to handle difficult and stressful circumstances. The Security Officer shall be professional at all times. Security Officers that do not meet these and other standards listed within may be removed from duty after a meeting and/or discussion between the HOSPITAL and CONTRACTOR.
- 2.0.3 The Security Officer and Security Attendant shall wear a uniform provided by the CONTRACTOR, which shall include an identification badge that, at a minimum, shall include the Security Officer’s first initial and last name, and the name of the CONTRACTOR (e.g., “ABC SECURITY - Officer J. Doe”), and shall be worn throughout the duration of the shift. The uniform to be worn will be specified by the CONTRACTOR and be compatible with the professional standards set by the HOSPITAL. All Security Officers shall be neat, well-groomed in appearance, and with no facial hair for respirator compliance.
- 2.0.4 The CONTRACTOR shall plan, implement, evaluate, and maintain the HOSPITAL’S security management program in accordance to the current Joint Commission’s Hospital Accreditation Standards (HAS), and Centers for Medicare & Medicaid Services (CMS) requirements. The Comprehensive Accreditation Manual for Hospitals (CAHM) provides all hospital standards, elements of performance (EPs), National Patient Safety Goals (NPSGs), and Accreditation Participation Requirements (APRs). The CONTRACTOR’S primary focus will be on applicable security EPs contained in the Environment of Care (EC) chapter.
- 2.0.5 The CONTRACTOR shall conduct quarterly meetings with all security officers to discuss strategic updates, team performance/team assessment, plans for next quarter, provide operational/procedural updates and company updates. Quarterly meetings are conducted at the expense of the CONTRACTOR.
- 2.0.6 The CONTRACTOR shall meet with the HOSPITAL regularly for the purpose of discussing relevant issues relating to the performance and administration of the Security Guard Services. The CONTRACTOR’S representative attending these meetings shall be authorized to act on behalf of the CONTRACTOR. The

HOSPITAL will attempt to give adequate notice to the CONTRACTOR of a meeting; with the understanding advance notice may not be possible in emergency situations.

2.0.7 The Security Guard Services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work, with the exception of professional, managerial, supervisory, and clerical personnel who are not covered by Section 103-55, HRS. The CONTRACTOR shall comply with 103-55 HRS. To determine the pay rates, the Security Attendant pay range is the SR-06 level, and the Shift Supervisor and the Security Officer pay range is the SR-13 level.

2.0.8 All security officers employed by a security agency shall comply with HRS section 463 and its annual requirements.

2.1 HILO MEDICAL CENTER

The following are the requirements for providing Security Guard Services at the Hilo Medical Center (“HMC”):

2.1.1 Definitions:

2.1.1.1 “Radio” – The radio shall be defined as a four-channel (minimum), two-way portable radio programmed to receive and transmit on Hilo Medical Center’s Maintenance FCC frequencies (461.6 and 466.600 MHz) in addition to having the CONTRACTOR’S own security programmed frequency. The Radios must be able to transmit and receive throughout all floors of the acute hospital, all buildings on campus, and the length and breadth of the Hilo Medical Center campus, from its River Cottage located on the northwestern tip of the property to its extended care facility and HMC Annex building to the east, its gravel parking lot to the southeast, and all points between said area. The CONTRACTOR will be responsible, at their own cost, for installing any additional equipment, such as but not limited to a radio repeater, to meet this requirement.

2.1.1.2 “Handcuffs” – a ring-shaped metal devise that can be locked around a person’s wrist, usually one of a pair connected by a short chain or linked-bar; shackle.

2.1.1.3 Baton – A cylindrical club made of wood, rubber, plastic or metal that may be telescopic in nature. Manufactured in different lengths, it is carried as a compliance tool and defensive weapon by law enforcement officers, correctional staff, security guards and military personnel.

2.1.1.4 OC Spray – Oleoresin Capsicum, also known as “pepper spray” is a nonlethal aerosol spray made with the pepper derivative oleoresin capsicum; used to cause temporary blindness and incapacitate an attacker. OC spray is manufactured in aerosol, foam and gel. An assessment performed by the contractor will determine best use of product for this contract.

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- 2.1.1.5 Timekeeping System Guard 1 – The Timekeeping System Guard 1 also known as “ProxiPen” is defined as an RFID system that allows for electronic verification and logging of security rounds.
 - 2.1.1.6 Magnetometer – a hand-held electronic metal detector used to detect ferrous metals.
 - 2.1.1.7 Rain Gear – Protective clothing from the rain elements. Rainwear may include rain jacket, suits, ponchos, and rain pants.
 - 2.1.1.4. Electric gun also known as TASER – a brand name for a gun-like device that propels a set of wires to electronically stun and temporarily incapacitate a person.

2.1.2 Hardware and Supplies

The CONTRACTOR shall provide:

- 2.1.2.1 An operable Radio to each Security Officer on duty, and the following HOSPITAL staff and location; Safety Officer, Switchboard Officer, Human Resources Department, ER Triage area, parking lot attendant and Maintenance Staff (when necessary). The CONTRACTOR shall have back-up batteries available on-site, and bear the cost of all maintenance and repairs of the Radios for the duration of the Agreement.
- 2.1.2.2 All office supplies that are required to perform the duties detailed in this Scope of Services.
- 2.1.2.3 Replacement ProxiPen RFID Tag Reader(s) in the event a Security Officer misplaces, loses or breaks those that are provided by the HOSPITAL. In the event ProxiPen replacement is required, the CONTRACTOR shall be responsible for its replacement cost, including shipping and handling charges.
- 2.1.2.4 A copy of all CONTRACTOR forms used in the performance of the Security Officer’s duties, including a copy to be submitted to the HOSPITAL for review and approval. The items provided shall include, but not be limited to:
 - a. Incident Report Forms
 - b. Security Officer’s Handbook
 - c. Security Officer’s Code of Conduct
 - d. Personnel Performance Evaluation Form
 - e. Post Orders for the locations identified in Section 2.1.4.
 - f. Relevant Policies and Procedures applicable to healthcare security.
- 2.1.2.5 It shall be the CONTRACTOR’S responsibility, and cost, to provide its Security Officers all necessary others tools and equipment to successfully complete their

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- responsibilities contained herein, including furnishing the Security Officers with an operable flashlight (including batteries) and handcuffs.
- 2.1.2.6 Security guards shall carry a set of handcuffs on each shift. Each security officer shall be trained on the use of handcuffs and shall pass a competency on its use.
- 2.1.2.7 Security Supervisors shall carry a set of OC Spray and a Baton on each shift. Security supervisors and those who shall work in a temporary supervisor's position shall be trained on the use of OC Spray and Baton and shall pass a competency on its use.
- 2.1.2.8 In the state of Hawaii, the use of an electronic gun a.k.a. TASER is currently limited to law enforcement agencies only. During this contract, in the event electronic guns becomes legal for security contractors to use in the healthcare setting, HMC will request the CONTRACTOR to obtain said equipment for security supervisors (2.1.4.1) to use on each shift.
- 2.1.2.9 The requirements for Security Supervisors to carry a TASER are: 1) TASER training will be provided by a certified TASER instructor. 2) Security supervisors who carry a TASER must pass a written test. And 3) Security supervisors who carry a TASER must pass a physical competency with the weapon.
- 2.1.2.10 The CONTRACTOR shall train Security Officers on the use of equipment listed in 2.1.2. A competency shall accompany each piece of equipment used at HMC.

2.1.3 Time Period

- 2.1.3.1 Refer to paragraphs 2.1.4.1, 2.1.4.2, 2.1.4.3, 2.1.4.4, 2.1.4.5, 2.1.4.6, and 2.1.4.7 below.

2.1.4 Post Locations and Quantity of Security Officers Required

- 2.1.4.1 Shift Supervisor - Provide one (1) Security Officer for the Hilo Medical Center (HMC) campus to include the acute hospital facility (Acute), extended care facility (ECF), 1285 building (HPOC), Yukio Okutsu State Veterans Home (YOSVH), all parking lots, all grounds, all cottages on the campus, and the helipad area on a twenty-four hour, seven days per week basis (24/7).
- 2.1.4.2 As needed, provide assistance to other on-site security officers as described in Sections 2.1.4.2, 2.1.4.3, 2.1.4.4, 2.1.4.5, 2.1.4.6, and 2.1.4.7.

If assistance is needed from the Security Officers mentioned in Sections 2.1.4.2, 2.1.4.3, 2.1.4.4, 2.1.4.5, and 2.1.4.6, the posts (locations) will notify the Shift Supervisor via the Radio of the

reason for the request, the location of where the Security Officer(s) needs to go, and the urgency of the request.

- 2.1.4.3 Emergency Department (ED) - Provide one (1) Security Officer for the Emergency Department, on a twenty-four hour, seven (7) days per week basis (24/7).
- 2.1.4.4 Emergency Department (ED) Lobby – Provide one (1) Security Officer for the Emergency Department, on a twenty-four hour (24), seven (7) days per week basis (24/7).
- 2.1.4.5 Behavioral Health Unit (Hale Ho’ola) - Provide one (1) Security Officer for the internal areas of the entire Behavioral Health Unit on a twenty-four hour, seven days per week basis (24/7).
- 2.1.4.6 Acute Hospital Lobby - Provide one (1) Security Officer to monitor and assist at the entrance to the hospital during the hospital’s lockdown period from 20:00 – 06:00, seven (7) days per week.
- 2.1.4.7 As Needed - Provide Security Officer services on an “as needed” basis for forensic, psychiatric, suicidal, high-risk and/or combative patients as required by HOSPITAL’S Nursing Department or as required by the HOSPITAL Administration to ensure the public’s safety while on the HMC campus. As needed Security Officer services may include, but is not limited to, assistance with traffic flow, special events, and ensuring safety during construction projects.

Requests for Security Officers may be made for a portion of, or a full, twenty-four (24) hour period. The number of security officers required may vary based on HOSPITAL’S needs. The CONTRACTOR may be called to provide services with as little notice as one (1) hour in advance of the need for service. However, whenever feasible, HOSPITAL will notify the CONTRACTOR of its need for services as far in advance of its need as possible.

The estimated annual work hours for “As Needed” security officers are 11,160 hours per year.

2.1.5 Shift Supervisor Duties and Responsibilities

- 2.1.5.1 The Shift Supervisor shall report to HOSPITAL’S Safety Officer regarding all daily operational activities under this Agreement. Shift Supervisors during the evening and night shifts shall report to HOSPITAL’S house supervisor.
- 2.1.5.2 The Shift Supervisor shall be apprised of all performance issues related to the CONTRACTOR’S Security Officers, and shall be expected to handle them in a timely manner, and in all cases, no more than seventy-two (72) hours from receiving the complaint. The Shift Supervisor shall provide written documentation to the

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- HOSPITAL'S Safety Officer acknowledging receipt of the complaint as well as written notification of the action taken to correct the issue.
- 2.1.5.3 The Shift Supervisor shall maintain a line of communication with the HOSPITAL'S Safety Officer, promote teamwork amongst the HOSPITAL and Security Officers, and support HOSPITAL through collaborative efforts.
 - 2.1.5.4 The Shift Supervisor shall respond to fire alarms or other emergency code nomenclatures.
 - 2.1.5.5 The Shift Supervisor shall orient and train all new Security Officers assigned to the HOSPITAL.
 - 2.1.5.6 The Shift Supervisor shall ensure monthly fire drills are completed during the evening and night shifts, and that said fire drills are documented appropriately, per Joint Commission requirements.
 - 2.1.5.7 The Shift Supervisor shall require all Security Officers to complete both an incident report and shift log detailing any incidents/events they assisted with during their shift. The incident report and shift log shall be completed before the end of the Security Officers shift in which the incident/event occurred. The log shall be retained by the HOSPITAL for risk management purposes, and shall become the property of the HOSPITAL.
 - 2.1.5.8 Shift supervisors shall observe the general conditions of the buildings and equipment; detect and report any unusual or unsafe conditions, situations, malfunctions or plumbing, HVAC (heating, ventilation, and air conditioning), lighting, or electrical systems.
 - 2.1.5.9 The shift supervisor shall respond to the Obstetrics Post-Partum department upon activation of the fire alarm system and shall physically secure the unit to assure the safety and security of patients and staff.
 - 2.1.5.10 In addition to the duties and responsibilities described above, the Shift Supervisor shall perform, when necessary, all General Duties and Responsibilities described in Section 2.1.6, below.

2.1.6 Security Officer Duties and Responsibilities

- The Contractor's Security Officers shall:
- 2.1.6.1 Apply AIDET Plus the Promise communication techniques and methods when engaging staff, patients and members of the public.
 - 2.1.6.2 Provide surveillance of buildings, parking lots, and grounds, logging security rounds utilizing the "ProxiPen".

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- 2.1.6.3 Secure the HOSPITAL'S facilities and grounds at 18:00 hours, and the opening of the HOSPITAL'S facilities and grounds at 05:00 hours.
 - 2.1.6.4 Not leave their assigned post (location) unless physically relieved by another Security Officer.
 - 2.1.6.5 Issue HOSPITAL parking citations, and provides security assistance during times when fees are collected.
 - 2.1.6.6 Initiate the process of having vehicles towed and provides security assistance as necessary.
 - 2.1.6.7 Install and remove tire locks (tire boot system) when legally permitted.
 - 2.1.6.8 Accompany staff to their personal vehicle upon request.
 - 2.1.6.9 Assist staff and physicians with argumentative, belligerent and combative individuals, especially where there is imminent danger to staff, physicians, patients and/or visitors.
 - 2.1.6.10 Physically restrain individuals as a last resort, when all other means of de-escalating a situation have been exhausted. Such actions may occur without the authorization of a clinician. A minimum amount of force shall be used in all situations, and only if necessary, to safely bring a situation under control. The Security Officer may request assistance from other Security Officers, when appropriate.
 - 2.1.6.10 Apply restraints at the direction of professional medical or nursing staff.
 - 2.1.6.11 Apprehends and detains persons for criminal offenses committed on the HMC campus until a HI County Police Officer arrives.
 - 2.1.6.12 Not engage in medical, counseling or behavioral health interventions with the patients.
 - 2.1.6.13 Provide assistance in the HOSPITAL'S morgue, including but not limited to:
 - a. Unlocking and locking the morgue entrance as necessary to allow access for mortuaries and other authorized personnel.
 - b. Checking the name tags on the deceased to verify that the appropriate body is being removed, and only after doing so, co-signing (with mortuary personnel or other authorized individuals) bodies in/out of the morgue.
 - c. Assists clinical and laboratory staff with the placing or removal of deceased bodies from the morgue.

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- 2.1.6.14 Aggressively enforce HOSPITAL'S smoking policy and Hawaii Revised Statutes Chapter 328J, with employees, patients and visitors.
- 2.1.6.15 Accept delivery of packages containing radioactive (GAMMA) material arriving at HOSPITAL by FedEx after hours and on weekends/holidays, in accordance with procedures set forth below:
- a. Packages should be placed on a cart or hand carried and taken immediately to the HOSPITAL'S Nuclear Medicine Department's hot lab. Unlock the door, place the package on the top of the counter and relock the door.
 - b. If the identified package appears to be damaged, the Security Officer shall immediately contact one of the individuals identified below, and shall ask the carrier to remain at HOSPITAL until a determination can be made that neither the driver nor the delivery vehicle are contaminated. The following individuals can be identified and contacted through HOSPITAL'S switchboard operator:
 - (i) Radiation safety officer
 - (ii) Chief of nuclear medicine
 - (iii) Chief nuclear medicine technologist
 - (iv) Nuclear medicine technologist "On-Call"
 - (v) Nuclear medicine physician "On-Call"

Training on the safe handling of GAMMA packages shall be provided by the HOSPITAL'S Radiation Safety Officer. Radiation safety training shall not exceed a total of two (2) hours annually. The CONTRACTOR shall be responsible for payment of Security Officer salaries during training.

- 2.1.6.16 Assist with Forensic Patients:
- a. Security Officers shall thoroughly familiarize themselves with the HOSPITAL'S policies on the Care of Incarcerated Patients (HMC-SAF-02669) and Orientation of Law Enforcement/ Forensic Officers (HMC-SAF-01069). As needed, Security Officers will review the policy with law enforcement officer(s) and answer any questions they may have based on the policy.
 - b. Contacts the Nursing Supervisor as needed for direction or guidance.
- 2.1.6.17 Document all incidents and discrepancies on CONTRACTOR'S Incident Report Form *and* HOSPITAL's Event Report Form.
- 2.1.6.18 Assist with duties including, but not limited to, assistance with traffic flow, special events, ensuring safety during construction projects, and/or securing the premises during disasters.
- 2.1.6.19 Follow, implement, and enforce Health Insurance Portability and Accountability Act (HIPAA) and other federal, state, county, Joint Commission, HOSPITAL and HHSC rules and regulations.

2.1.6.20 Conduct, participate and document (in compliance with Joint Commission standards and guidelines) the following events conducted by the HOSPITAL, on all shifts, including, but not limited to:

- a. Emergency preparedness drills
- b. Fire drills
- c. Infant abduction drills
- d. Resident elopement drills
- e. Active Shooter drills
- f. Code Gray drills

2.1.6.20 Participate in tabletop and live drills regarding emergency preparedness conducted by outside (affiliate, and federal, state, and local government) agencies.

2.1.7 Reassignment of Security Officers

2.1.7.1 Security Officers may be reassigned by the Shift Supervisor or HOSPITAL'S Safety Officer in the absence of a Shift Supervisor, as deemed necessary. All other reassignment decisions shall be made in consultation with HOSPITAL'S Safety Officer (or with the house supervisor, after hours).

2.1.7.2 As necessary, Security Officers may also be moved to perform their duties and responsibilities at any of HOSPITAL'S outpatient clinics within the Hilo area or other two regional hospitals, Ka'u Hospital and Honoka'a Hospital.

2.1.8 Specific Duties and Responsibilities of the Emergency Department (ED) Post

The Security Officer assigned to the Emergency Department shall:

2.1.8.1 Perform crowd control in the Emergency Department, its lobby/waiting room and adjacent interior and exterior spaces.

2.1.8.2 Monitor waiting room throughput to control visitor(s) to one (1) person per room at all times as established by HOSPITAL policy, or a variation thereof if authorized by the Emergency Department manager (or clinical coordinator in their absence).

2.1.8.3 Perform security checks in and around the Emergency Department every 10-15 minutes.

2.1.8.4 Perform and appropriately document suicide watch on behavioral health patients when deemed necessary by the medical or nursing staff.

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- 2.1.8.5 Assist with the application of patient restraints at the direction of medical or nursing staff.
 - 2.1.8.6 Perform pat-down searches for contraband, if and when necessary.
 - 2.1.8.7 Uses a handheld electronic metal detector wand (magnetometer) on all individuals, both patients and visitors, who want entry into the Emergency Department (ED) and for ED patients who refuse to change into a hospital gown.
 - 2.1.8.8 Performs search of patient and visitor belongings for weapons, dangerous instruments and contraband.
 - 2.1.8.9 Utilize Non-Crisis Intervention® Program (NCI) and Applied Physical TrainingSM (APT) skills as trained, assist with aggressive, belligerent, and combative patients only when requested to do so by unit staff or if the patient presents imminent physical danger to individuals.
 - 2.1.8.10 Assist with the application of patient restraints at the direction of medical or nursing staff as a last resort, when all other means of managing the situation have been exhausted. A minimum amount of force necessary only to safely bring a situation under control shall be utilized at all times. The Security Officer may request assistance from other Security Officers, as appropriate.
 - 2.1.8.11 Not engage in medical counseling or behavioral health interventions with patients.
 - 2.1.8.12 Assist with patient belongings inventory. Secures patient belongs in patient belongings locker.
 - 2.1.8.13 Assist with the transport of admitted psychiatric patients to the Behavioral Health unit and combative or restrained patient to procedures such as x-ray.

2.1.9 Specific Duties and Responsibilities of the Behavioral Health Unit (Hale Ho'ola) Post

The Security Officer assigned to the Hale Ho'ola Post shall:

- 2.1.9.1 Receive orders and directions from the Nurse Manager or Charge Nurse on duty, and shall abide by the Behavioral Health Unit's Security Guard Responsibilities policy (EHR Policy No. 543-115-02).
- 2.1.9.2 Utilize Non-Crisis Intervention® Program (NCI) and Applied Physical TrainingSM (APT) skills as trained, assist with aggressive, belligerent, and combative patients only when requested to do so by unit staff or if the patient presents imminent physical danger to individuals.

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- 2.1.9.3 Assist with the application of patient restraints at the direction of medical or nursing staff as a last resort, when all other means of managing the situation have been exhausted. A minimum amount of force necessary only to safely bring a situation under control shall be utilized at all times. The Security Officer may request assistance from other security officers, as appropriate.
 - 2.1.9.4 Assist with placing patients in seclusion under the supervision of the Nurse Manager or Charge Nurse. The Security Officer shall be trained on the Use of Restraints in the Acute Care Setting policy (EHR Policy No. 850-110-06).
 - 2.1.9.5 Not engage in medical counseling or behavioral health interventions with patients.
 - 2.1.9.6 Performs screening procedures for all visitors entering into the patient treatment area using a handheld electronic metal detector (magnetometer). Searches visitor belongings, if permitted in the patient treatment area.

2.1.10 Specific Duties of the Acute Hospital Lobby Post

The Security Officer assigned to the Acute Hospital Lobby Post shall:

- 2.1.10.1 Sets up signs and delineator chain stanchions in Lobby to restrict access into the acute hospital.
- 2.1.10.2 Enforce HOSPITAL'S Visitation Policy #6329496.
- 2.1.10.3 Acknowledge and screen all individuals entering the facility. Screening shall include observing disruptive behavior or signs of intoxication.
- 2.1.10.4 Verify with each nursing unit if visitor(s) is allowed to visit with patient.
- 2.1.10.5 Document all visitors and issues visitor passes.
- 2.1.10.6 Direct patients exiting the emergency department to the admitting office so that patient's co-payment may be collected prior to their departure.
- 2.1.10.7 Monitor in-house video security surveillance system and reports and documents any suspicious activity captured by the surveillance system.
- 2.1.10.8 Inputs security incident reports into HMC electronic medical records.

2.1.11 Specific Duties of the Parking Lot Post

- 2.1.11.1 Remain visible as a security deterrent against vehicle thefts and break-ins.

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- 2.1.11.2 Investigates and reports to the shift supervisor any suspicious activity observed or reported to by employees.
 - 2.1.11.3 Patrol the HMC campus and enforce the HOSPITAL's Parking Policy to include issuing parking citations and calling towing company. Duties may include installing tire lock aka "tire boot," once this task becomes legal in the state of Hawaii.
 - 2.1.11.4 Monitors parking lot for tow trucks and follow-up appropriately with tow truck drivers. This includes repossession tows.
 - 2.1.11.5 Enforces other HMC policies.

2.1.12 Clearance, Orientation, Training and Testing

- 2.1.12.1 The CONTRACTOR shall provide the HOSPITAL a current Security Officer list ("Approved Security Officer List") which, at a minimum, shall include the following Security Officer information:
 - a. Full name (First, Middle, Last);
 - b. Current photo (face);
 - c. Address of Residence;
 - d. Phone numbers (home, cell phone, contact person); and
 - e. Current HI Driver's License.

* Security Officers shall only be placed on the Approved Security Officer List after they have received all clearances and trainings as required by the HOSPITAL herein.

- 2.1.12.2 The CONTRACTOR shall not place any Security Officer at any HOSPITAL post that is not listed on the Approved Security Officer List.
- 2.1.12.3 Human Resources, Employee Health and Orientation Clearance - All Security Officers must be cleared by the HOSPITAL'S Human Resources Department *and* physically cleared with the HOSPITAL'S Employee Health Department before starting employment, and shall receive an initial orientation to the HOSPITAL'S practices, policies and procedures prior to being placed on the Approved Security Officer List.

All fees incurred as a result of the Human Resources Department and Employee Health Department clearance processes including, but not limited to, immunizations, vaccinations, criminal background checks, Respirator Fit-Training, etc., shall be at the CONTRACTOR'S expense.

- 2.1.12.4 All security officers shall receive instruction/direction on the topics identified below prior to commencement of Security Guard Services being performed. Training will be provided by the HOSPITAL or the contractor as detailed below. However, the CONTRACTOR shall be responsible for the payment of all Security Officer salaries

while they are receiving initial training and annual re-certification for the duration of the Agreement.

- 2.1.12.5 Department Specific Orientation – Each newly assigned Security Officer shall be oriented and receive specific training to the HOSPITAL campus and posts *prior* to being placed on the Approved Security Officer List. The newly assigned Security Officer shall work in each post a minimum of four (4) hours. This is to allow the security officer to become familiarized with the working conditions and environment. Orientation training shall be a minimum of twenty-four (24) hours.

Department Specific Orientation includes meeting with HOSPITAL’s Safety Officer for a policy and procedure review prior to commencing work. The meeting shall not exceed (4) four hours.

- 2.1.12.6 Respirator Fit-Testing - All Security Officers shall complete and pass HOSPITAL’S Respirator Medical Evaluation Questionnaire and respirator qualitative fit-testing. Failure to pass the Medical Evaluation Questionnaire or the respirator qualitative fit-testing is automatic grounds for dismissal from HOSPITAL. In accordance with HOSPITAL’S Respirator Protection Program (Policy Stat #6100001), facial hair is prohibited based on OSHA’s guidelines that facial hair must not interfere with the face-piece seal.

- 2.1.12.7 Radiation Safety Training - Radiation safety training regarding the receipt and handling of radioactive material (GAMMA) packages delivered by FedEx is required to meet nuclear medicine licensure certification. A maximum of two (2) hours of training annually is required prior to handling nuclear medicine packages.

- 2.1.12.8 Non-Crisis Intervention® Program (NCI) - All Security Officers shall attend and pass the Non-Crisis Intervention® Program’s One-Day Seminar (8 hours) developed by the Crisis Prevention Institute, Inc., **prior** to the commencement of contract services, and its ongoing eight (8) hour annual re-certification. Security Officers shall attend and pass an additional four hour Applied Physical TrainingSM (APT) training session **prior** to commencement of contract services, with an eight (8) hour annual recertification class thereafter.

Security Officers must demonstrate knowledge, skill and ability in reducing tension of an agitated person or situation and exhibit nonverbal, para-verbal, verbal and physical intervention skills to the satisfaction of HOSPITAL’S Safety Officer and course instructors. The CONTRACTOR’S lead Shift Supervisor assigned to HMC and the HOSPITAL’S Department Head will provide clearance to work in the Behavioral Health Unit and Emergency Department. Failure to pass these courses and demonstrate knowledge, skill and ability in reducing tension of an agitated person or situation is automatic grounds for dismissal from the HOSPITAL.

The CONTRACTOR shall work with the HOSPITAL’S Safety Officer to ensure that the course material offered by NCI is acceptable to the HOSPITAL. The cost of the

-
- instruction and materials for initial and re-certification training for both the Non-Crisis Intervention® Program and Applied Physical TrainingSM, including any and all travel, meals, per diem, and lodging for the instructor(s) to conduct training in Hawaii, and/or security officers sent to attend this course out of state shall be solely at the CONTRACTOR's expense.
- Techniques for Effective Aggression Management (TEAM) - All Security Officers shall attend and pass the two (2) hour Techniques for Effective Aggression Management online "Essentials" course and two (2) hour advance hands-on course both provided by the HOSPITAL, **prior** to the commencement of contract services. All Security Officers shall also participate with this program's ongoing four (4) hour annual review, which will be solely at the CONTRACTOR'S expense.
- 2.1.12.9 Joint Commission Certification – Shall complete one (1) hour certification program within sixty (60) days of commencement of contract services and four (4) half-hour (1/2) re-certification classes annually, thereafter.
- 2.1.12.10 Customer Service Training – Shall participate and complete an (8) hour Excellence Institute training course that teaches professional, positive and courteous interaction with patients, family member(s), employees, and others associated with the HOSPITAL.
- 2.1.12.11 Emergency Medical Treatment and Active Labor Act (EMTALA) –Each security officer shall read the EMTALA law and be able to verbally demonstrate its effects on security at the HOSPITAL. Appropriate books/documents pertaining to EMTALA shall be provided by the HOSPITAL.
- 2.1.12.12 Tactical Training – CONTRACTOR shall provide semi-annual training on Use of Force techniques. Newly assigned security officers shall complete tactical training prior to the commencement of this contract. Training may include the following: hand-to-hand self-defense, control holds, takedowns, handcuffs, baton, OC spray, and magnetometer training, as applicable. Training shall be for eight (8) hours or more as determined by the CONTRACTOR.
- 2.1.12.13 Return to work – If a Security Officer is reassigned to another contract or is absent from the HOSPITAL for a period of 6 months or longer, the Security Officer shall attend the next available Basic Orientation, Advanced Orientation and NCI Recertification course prior to being placed on the HOSPITAL'S Approved Security Officer List. In addition, the Security Officer shall review all applicable security policies and procedures and make-up any missed educational safety fairs.
- 2.1.12.14 Miscellaneous (All Other) Training – Shall attend other training courses as deemed necessary by the HOSPITAL for patient, visitor, physician, and staff safety purposes. Total estimated time shall not exceed twelve (12) hours per Security Officer on an annual basis.

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- 2.1.12.15 As requested by the HOSPITAL, each Security Officer shall be able to verbalize and demonstrate job specific competencies as it relates to security in a hospital setting.

2.2 KA’U HOSPITAL

The following are the requirements for the CONTRACTOR to provide Security Guard Services at Ka’u Hospital (“HOSPITAL”):

2.2.1 Security Attendant Requirements.

- 2.2.1.1 Provide one (1) Security Attendant seven (7) days a week, , at all times , 365 days a year to perform security guard services related to building and grounds surveillance, emergency room assistance and other specified duties.
- 2.2.1.2 Perform Security Guard Services in accordance with the job description in APPENDIX H, and the specific duties and responsibilities set forth in Section 2.2.3.

2.2.2 Hardware and Supplies

- 2.2.2.1 The CONTRACTOR shall provide the following hardware and supplies:
- a. Provide handheld talk radios with back-up batteries to the Security Attendant and two (2) other identified HOSPITAL staff within the facility.
 - b. Provide uniform and clearly identifies Security Attendant.
 - c. Provide identification badge that at a minimum shall include the Security Attendant’s first initial and last name, and the name of the CONTRACTOR which shall be worn at all times throughout the duration of their shift.

2.2.3 Duties and Responsibilities

- 2.2.3.1 The CONTRACTOR’S Security Attendant specific duties and responsibilities shall include but not limited to the following:
- a. Conduct regular inspections (rounds) of outpatient area, emergency department, dietary area, day room and common areas.
 - b. Conduct hourly check of all external doors to ensure they remain locked.
 - c. Conduct check of HOSPITAL grounds at least twice per shift.
 - d. Check for presence of HOSPITAL vehicles and report when any are not accounted for.
 - e. Turn on/off the HOSPITAL’S night and security lights daily in accordance with the time schedule set up by the HOSPITAL.
 - f. Lock and unlock designated hospital doors at agreed upon schedule.
 - g. Escort HOSPITAL staff to HOSPITAL parking areas.
 - h. Report to the designated “Charge Nurse” for instruction and guidance at the beginning and end of work shift.

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- i. Assist staff and physicians with argumentative, belligerent and combative individuals, especially where there is imminent danger to staff, physicians, patients and/or visitors.
 - j. Assist nursing staff with visitor control as needed (directing visitors to appropriate waiting areas, limit number of people coming into the ER or long term care at one time).
 - k. Assist nursing staff to observe patients with behavioral issues in Emergency Department until they are transferred by ambulance or until police arrive.
 - l. Assists with the application of patient restraints at the direction of medical or nursing staff as a last resort, when all other means of managing the situation have been exhausted. A minimum amount of force necessary only to safely bring a situation under control shall be utilized at all times.
 - m. Assist with crowd control in the event of a disaster.

2.2.4 Clearance, Orientation, Training and Testing

2.2.4.1 The CONTRACTOR shall provide the HOSPITAL a current Security Officer list (“Approved Security Officer List”) which, at a minimum, shall include the following Security Officer information:

- f. Full name (First, Middle, Last);
- g. Current photo (face);
- h. Address of Residence;
- i. Phone numbers (home, cell phone, contact person); and
- j. Current HI Driver’s License.

* Security Attendants shall only be placed on the Approved Security Officer List after they have received all clearances and trainings as required by the HOSPITAL herein.

2.2.4.2 The CONTRACTOR shall not place any Security Attendant at any HOSPITAL post that is not listed on the Approved Security Officer List.

2.2.4.3 All Security Attendants shall receive instruction/direction on the topics identified below prior to being placed on the Approved Security Officer List. Training will be provided by the Hilo Medical Center for HOSPITAL as detailed below. However, the CONTRACTOR shall be responsible for the payment of all Security Attendant salaries while they are receiving initial training and annual recertification for the duration of this Agreement.

2.2.4.4 Human Resources, Employee Health and Orientation Clearance - All Security Attendants must be cleared by the HOSPITAL’S Human Resources Department *and* physically cleared with the Hilo Medical Center’s Employee Health Department before starting employment, and shall receive an initial orientation to the HOSPITAL’S practices, policies and procedures prior to being placed on the Approved Security Officer List.

All costs incurred as a result of the HOSPITAL'S Human Resources Department and Hilo Medical Center's Employee Health Department clearance processes including, but not limited to, immunizations, vaccinations, criminal background checks, etc., shall be at the CONTRACTOR's expense.

2.2.4.5 Department Specific Orientation – Each newly assigned Security Attendant shall be oriented and receive specific training to the Ka'u Hospital campus and duties *prior* to being placed on the Approved Security Officer List. This is to allow the Security Attendant to become familiarized with the working conditions and environment. Orientation training shall be a minimum of twelve (12) hours.

2.2.4.6 Non-Crisis Intervention® Program (NCI) - All Security Attendants shall attend and pass the Non-Crisis Intervention® Program's One-Day Seminar (8 hours) conducted by the Crisis Prevention Institute, Inc., within sixty (60) days of commencement of contract services, and its ongoing eight (8) hour annual re-certification. Security Attendants shall attend and pass an additional four (4) hour Applied Physical TrainingSM (APT) training session within ninety (90) days, with an eight (8) hour annual recertification class thereafter.

Security Attendants must demonstrate knowledge, skill and ability in reducing tension of an agitated person or situation and exhibit nonverbal, para-verbal, verbal and physical intervention skills to the satisfaction of HOSPITAL'S Safety Officer and course instructors. The CONTRACTOR's supervisor assigned to the HOSPITAL and HOSPITAL'S Department Head will provide clearance to work in the Emergency Department. Failure to pass these courses and demonstrate knowledge, skill and ability in reducing tension of an agitated person or situation is automatic grounds for dismissal from HOSPITAL.

The CONTRACTOR shall work with the HOSPITAL'S Safety Officer to ensure that the course material offered by NCI is acceptable to the HOSPITAL. The cost of the instruction and materials for initial and re-certification training for both the Non-Crisis Intervention® Program and Applied Physical TrainingSM, including any and all travel, meals, per diem, and lodging for the instructor(s) to conduct training in Hawaii, and/or Security Attendants sent to attend this course out of state shall be solely at the CONTRACTOR's expense.

2.2.4.6 Emergency Medical Treatment and Active Labor Act (EMTALA) –Each Security Attendant shall read the EMTALA law and be able to verbally demonstrate it effects on security at HOSPITAL. Appropriate books/documents pertaining to EMTALA shall be provided by the HOSPITAL.

2.2.4.7 Return to work – If a Security Attendant is reassigned to another contract or is absent from HOSPITAL for a period of six (6) months or longer, the Security Attendant shall attend the next available Basic and Advance Orientation and NCI Recertification course prior to being placed on the Approved Security Officer List. In

addition, the Security Attendant shall review all applicable security policies and procedures and make-up any missed educational safety fairs.

2.3 HALE HO'OLA HAMAKUA

2.3.1 The following are the requirements for providing Security Guard Services at the Hale Ho'ola Hamakua ("HOSPITAL"):

2.3.2 Provide one (1) Security Attendant seven (7) days a week, Monday – Friday 15:30 – 07:00, Saturday & Sunday 24 hour coverage, and holidays 24 hour coverage, 365 days a year to perform security guard services related to building and grounds surveillance, emergency room assistance and other specified duties.

2.3.3 Perform Security Guard Services in accordance with the job description in APPENDIX H, as well as provide surveillance of all buildings, parking lots and grounds of the entire complex (New Hospital and Old Hospital) during the work hours specified. This will include scheduled walkabouts at least every 2.5 hours, consisting of, but not limited to, the following specific duties and responsibilities:

2.3.3.1 To secure/lock primary entrance door to HOSPITAL; at 18:00 and open 06:00 and to ensure that all entrances are secure during the entire period.

2.3.3.2 During regular walkabout in the building and grounds, to report and log all events detrimental to facility operations to nurse on duty for appropriate or immediate action as necessary.

2.3.3.3 To respond immediately to all situations as needed per HOSPITAL procedures to minimize threat to life and safety of HOSPITAL residents, employees, and others.

2.3.3.4 As appropriate to assist law enforcement officials requested by HOSPITAL to respond and assist in securing patient employee safely.

2.3.4 Provide security assistance to facility staff in the Emergency Room (ER) and other areas of the facility as needed, including but not limited to the following specific duties and responsibilities:

2.3.4.1 When patient is presented to the ER, the Security Attendant will accompany the responding nursing personnel to the ER area to unlock the entry door.

2.3.4.2 While the patient is being assessed and treated the Security Attendant will remain in close proximity at all times in order to be able to respond and provide timely assistance as needed.

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- 2.3.4.3 Physical restraint of a patient by a Security Attendant will be applied only as a last resort if all other alternatives are ineffective. Only minimal force will be applied to secure control and minimize harm to the patient and staff.
 - 2.3.4.4 Maintain crowd control in the waiting room in the ER area or other areas of the facility as needed.
 - 2.3.4.5 The same approach cited in Sections 2.3.4.3 and 2.3.4.4 shall apply in similar situations in the other areas of the HOSPITAL.

2.3.5 Other Requirements

- 2.3.5.1 The Security Attendant on duty shall utilize a “hand held talk radio” provided by the HOSPITAL to communicate with staff when performing surveillance on the grounds or in other parts of the facility.
- 2.3.5.2 Provide close monitoring of parking areas when employees are departing from the building or entering to come to work.
- 2.3.5.3 Provide assistance in the conduct of fire and disaster exercises and evacuations and other assistance where there is real disaster.

2.3.6 Training and Work Conduct

- 2.3.6.1 All assigned Security Attendants shall meet training and other pre-requirement standards specified below prior to commencement of services on an annual basis as indicated. Training will be provided by the HOSPITAL but the CONTRACTOR is responsible for salaries during the training period unless stated otherwise.
- 2.3.7.2 All assigned Security Attendants must be physically cleared with the HOSPITAL’S Employee Health Program before starting employment, which shall be followed by orientation to the HOSPITAL’S practices, policies, and procedures.
- 2.3.7.3 All assigned Security Attendants shall conduct themselves in a professional and ethical manner at all times including being neat, well groomed, and in uniform as specified and provided by the CONTRACTOR that is compatible with standards set by the HOSPITAL.

SECTION 3 **PROPOSALS**

3.1 PROPOSAL PREPARATION

Offerors shall prepare a written proposal in accordance with requirements stated herein and provide the proposal to the individual at the address indicated below.

Additionally, proposals shall include and address, at a minimum:

- 3.1.1 The information identified below in Section 3.5;
- 3.1.2 The pricing information identified below in Section 4.0;
- 3.1.3 Transmittal Cover Sheet, Appendix A;
- 3.1.4 Acceptance (or Notifications of Clarifications) of our GENERAL CONDITIONS, Appendix B;

The original of the following documents:

- 3.1.5 “Certificate of Compliance” from the Hawaii State Department of Labor and Industrial Relations; and
- 3.1.6 “Certificate of Good Standing” from the Department of Commerce and Consumer Affairs Business Registration Division.

(Refer to Section 6.5, entitled “Certifications”, below, for instructions on how to obtain the Certificate of Compliance and Certificate of Good Standing).

Offerors must submit all required information specified above to qualify their proposal for evaluation and consideration for award.

Additionally, the GENERAL CONDITIONS, any SPECIAL CONDITIONS and the Specifications contained in this RFP packet shall be read by the Offeror, as they will form a part of the contract entered into between the Offeror and HHSC, and they shall govern all Services.

3.2 DISQUALIFICATION OF PROPOSALS

HHSC reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in the RFP and which demonstrate an understanding of the Scope of Services. Any proposal offering any other set of terms and conditions contradictory to those included in the RFP may be disqualified without further notice. HHSC reserves the right to ask for clarification of any item in the proposal.

3.3 ELECTRONIC DOCUMENTS

HHSC may provide an electronic version of this procurement document. Any unidentified alteration or modification to the original document (or to any Exhibit contained therein) issued by HHSC shall be null and void. In those instances where modifications are identified, the original document issued by HHSC shall take precedence.

3.4 SUBMISSION OF PROPOSALS

Each Offeror should submit one (1) original hardcopy and one (1) electronic copy of their proposal saved in the .PDF file format and submitted on a CD or USB flash drive no later than 2:00pm, HST, on the “Proposal Submission Deadline”, identified in SECTION 1. **Proposals received after this time/date may be rejected.** The original shall be clearly marked “ORIGINAL” and contain original signatures, where indicated. Mail or deliver proposals to the following address:

Gary L. Callahan, Senior Contract Manager
Hilo Medical Center
1190 Waianuenue Avenue
Hilo, Hawaii 96720

PH: 808-932-3112
Fax: 808-933-2793
Email: gcallahan@hhsc.org

The outside cover of the package containing the proposal should be noticeably marked, as follows:

“Proposal Submitted in Response to: RFP # HHSC FY20-0009”

Proposals shall not be opened publicly, but shall be opened in the presence of two or more procurement officials. The register of proposals and Offerors proposals shall be open to public inspection after the contract is executed by all parties.

Offerors shall request in writing nondisclosure of designated trade secrets or other proprietary data to be confidential. Such data shall accompany the proposal and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. HHSC cannot guarantee that designated data will be kept confidential. The proposals are subject to disclosure rules set forth in Chapter 92F, H.R.S. The Offeror bears the burden of establishing that the designated data is exempted from the disclosure requirements set forth in chapter 92F.

All proposals and other material submitted by Offerors become the property of HHSC and may be returned only at HHSC’s option.

3.5 PROPOSAL INFORMATION

Offerors are hereby notified that evidence of the authority of the person(s) signing the offer document is required to be included with the offer documents. Failure to comply with this requirement will be cause for rejection of an offer as being non-responsive.

Each Offeror is to submit its proposal with the required number of copies in the format as contained in this RFP. The material should be in sequence and related to the RFP. HHSC will not provide any reimbursement for the cost of developing or presenting

proposals in response to this RFP. Failure to include the requested information may have a negative impact on the evaluation of the Offeror's proposal. The proposal should include at least the following information:

3.5.1. Experience and Expertise of the Firm and Key Personnel:

The Offeror's experience and past performance will be evaluated on the extent of its success in managing and integrating work relevant to that defined in the Scope of Services. Therefore, the Offeror is advised to submit any and all information which documents successful and reliable experience in past performances as related to this RFP.

References: References should be verifiable and be able to comment on the Offeror's related experience. The Offeror should submit, at a minimum, three (3) professional services references for services provided over the last two (2) years that would demonstrate the Offeror possesses an understanding of and experience in providing the required service. As these references may be checked, ensure all information is current and accurate and that prior permission to use is obtained from each reference.

Quality of staff will be an area considered. The firm's clients' assessment of the quality of staff provided will be an element specifically sought after during reference verifications.

The qualifications of the key personnel proposed by the Offeror to perform the requirements of this solicitation will be considered in the evaluation. Therefore, the Offeror should submit detailed information related to the experience, technical expertise and qualifications for each key personnel proposed. Offeror should provide the names and titles for all proposed key personnel; clerical staff is not considered key personnel.

The Offeror should provide an organizational chart which clearly shows the reporting and lines of authority, to include all proposed key personnel and any proposed subcontractors. The organizational chart should identify the prime point of contact between the Offeror and HHSC.

The Offeror may submit any other pertinent information that would substantiate that the firm and its key personnel possess the experience, expertise and capability to provide the required services.

3.5.2 Proposed Method of Approach:

Proposals will be evaluated based on the Offeror's distinctive plan for providing these specialized services. Since the evaluators have already read the Scope of Services for the services described, it is not necessary for the Offeror to repeat the exact language, or to present a paraphrased version, as an original idea for a technical approach.

The Offeror may utilize a written narrative or any other printed technique to demonstrate his ability to satisfy the Scope of Services. When appropriate, the narrative should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of proposed action. The usage of technical language should be minimized and used only to describe a technical process.

3.5.3 Cost:

The evaluation of the category of Cost shall be based on the prices, as indicated on the Pricing Schedule submitted with Offeror's proposal. In order to determine the maximum liability to the State of Hawaii, any applicable taxes and percentage increases proposed for extension option periods must be also included in the cost evaluation.

3.5.4 Additional Information:

The Offeror may submit any other pertinent information that would substantiate the Offeror has the experience, expertise and capability to provide the required services.

3.6 INTENT TO PROVIDE CERTIFICATE OF INSURANCE

The Offeror should provide a statement that, if notified of contract award, it will submit to HHSC for review and acceptance the applicable certificate(s) of insurance as required within this RFP document, within five (5) business days of such notification.

3.7 EXCEPTIONS TO GENERAL CONDITIONS:

3.7.1 If an Offeror takes any exception to any term, condition or requirement included in this solicitation document, including the GENERAL CONDITIONS, such exception shall be submitted to the Contract Manager **at least seven (7) days prior to the due date and time for receipt of proposals.** This will allow the Contract Manager to review all exceptions and, if applicable, afford any approved exceptions to all other potential Offerors.

3.7.2 If an Offeror includes, in their proposal, exceptions, not covered by Section 3.7.1, above, such exceptions shall be null, void and without force and shall not be considered, and may negatively affect the proposal evaluation based on the published evaluation criteria or may result in rejection of the proposal.

3.7.3 To the extent they are inconsistent with the terms of this RFP, the Offeror's preprinted or standard terms will not be considered by HHSC as a part of any resulting Contract.

3.8 Offeror's RESPONSIBILITY

The Offeror is cautioned that it is the Offeror's sole responsibility to submit information related to the evaluation categories and that HHSC is under no obligation to solicit such information if it is not included with the Offeror's proposal. Failure of the Offeror to submit such information may cause an adverse impact on the evaluation of the Offeror's proposal.

3.9 DISCUSSIONS

In accordance with East Hawaii Region PUR 005 (J), after the initial receipt of proposals, discussions may be conducted with Offeror(s) who submit proposals determined to be reasonably susceptible of being selected for award. Award may be made without discussions; therefore, offers should be submitted complete and on most favorable terms.

3.10 NON-ACCEPTANCE OF "SPECIFICATIONS" REQUIREMENTS

If any "Specifications" requirement is not acceptable to the Offeror, provide detailed explanation of the reasons why, by attachment to the proposal. HHSC reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in the "Specifications."

SECTION 4

PRICING SCHEDULE & COMPENSATION

4.0 PRICING SCHEDULE

In accordance with the attached Scope of Services, General Conditions, Special Conditions and all information contained within this proposal, the Offeror submits the following pricing:

YEAR 1 - (Nov. 1, 2019 – October 31, 2020)

<u>Item</u>	<u>Direct Costs Per Hour</u>	<u>Indirect Costs Per Hour</u>	<u>Total Costs Per Hour</u>	<u>Hours/Extended Year</u>	<u>Total</u>
Hilo Medical Center					
Shift Supervisor	\$_____	\$_____	\$_____	8,760	\$_____
Security Officer	\$_____	\$_____	\$_____	30,660	\$_____
Security Officer As-Needed	\$_____	\$_____	\$_____	11,160	\$_____
Ka'u Hospital					
Security Attendant	\$_____	\$_____	\$_____	8,736	\$_____
Hale Ho'ola Hamakua					
Security Attendant	\$_____	\$_____	\$_____	8,736	\$_____
YEAR 1 TOTAL					\$_____

YEAR 2 - (Nov. 1, 2020 – October 31, 2021)

<u>Item</u>	<u>Direct Cost Per Hour</u>	<u>Indirect Costs Per Hour</u>	<u>Total Costs Per Hour</u>	<u>Hours/ Year</u>	<u>Extended Total</u>
Hilo Medical Center					
Shift Supervisor	\$_____	\$_____	\$_____	8,760	\$_____

Security Officer	\$ _____	\$ _____	\$ _____	23,360	\$ _____
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Security Officer As-Needed	\$ _____	\$ _____	\$ _____	11,160	\$ _____
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Kau Hospital

Security Attendant	\$ _____	\$ _____	\$ _____	8,736	\$ _____
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Hale Ho'ola Hamakua

Security Attendant	\$ _____	\$ _____	\$ _____	8,736	\$ _____
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YEAR 2 TOTAL \$ _____

YEAR 3 - (Nov. 1, 2021 – October 31, 2022)

<u>Item</u>	<u>Direct Cost Per Hour</u>	<u>Indirect Costs Per Hour</u>	<u>Total Costs Per Hour</u>	<u>Hours/ Year</u>	<u>Extended Total</u>
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Hilo Medical Center

Shift Supervisor	\$ _____	\$ _____	\$ _____	8,760	\$ _____
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Security Officer	\$ _____	\$ _____	\$ _____	23,360	\$ _____
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Security Officer As-Needed	\$ _____	\$ _____	\$ _____	11,160	\$ _____
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Ka'u Hospital

Security Attendant	\$ _____	\$ _____	\$ _____	8,736	\$ _____
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Hale Ho'ola Hamakua

Security Attendant	\$ _____	\$ _____	\$ _____	8,736	\$ _____
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YEAR 3 TOTAL \$ _____

PROPOSAL TOTAL (YEAR 1 + YEAR 2 + YEAR 3) \$ _____

IMPORTANT: Please note in your proposal whether Hawaii General Excise Tax (“GET”) is included in your hourly rates or if it will be added to the total invoice as a separate line item each month. HHSC is not exempt from GET.

4.1 COMPENSATION

In full consideration for the services to be performed by the Offeror under this Agreement, HHSC agrees, subject to appropriation and allotments, to pay to the Offeror the following compensation, including all applicable taxes and expenses incurred, in accordance with and subject to the following:

- 4.1.1 HHSC shall pay Offeror the Total Costs Per Hour for hours worked the preceding month, as designated by the Pricing Schedule submitted with the Offer, for services rendered pursuant to and during the term of this agreement, inclusive, all in arrears, subject to the prior receipt of the following written documentation, which must be included in the invoice for services:
- a. the date(s) of the service(s) performed;
 - b. a description of the tasks performed with such detail as the Technical Representative may reasonably request;
 - c. the Agreement number assigned by HHSC, (#20-0009);
 - d. the dollar amount of work completed; and
 - e. signed and dated by the Offeror's delegated signatory.
- 4.1.2 The Offeror's invoice, **sent directly to the facility (HMC, HHH, Ka'u Hospital) where work was performed at**, is due to that facility by the tenth (10th) day of the month immediately following the month in which the services were provided. HHSC shall pay sums due THIRTY (30) days after receipt of Offeror's invoice or the last day of the month immediately following the month in which the services were provided, whichever is later.
- 4.1.3 The Offeror agrees to accept such amounts as payment in full for all services rendered in accordance with the terms of this Agreement.

SECTION 5

EVALUATION

5.1 INTRODUCTION

The evaluation of proposals will be conducted comprehensively, fairly, and impartially. The evaluation will be made on the basis of experience, the Offeror's narrative discussion as to its methodology for meeting the requirements of the Scope of Services, the ability of the Offeror to best meet HHSC's specified requirements and the acceptability of the proposed pricing.

5.2 EVALUATION PHASES

Evaluation phases will be conducted as follows:

- Phase 1.....Evaluation of Mandatory Requirements
- Phase 2.....Technical Proposal Evaluation
- Phase 3.....Cost Proposal Evaluation
- Phase 4..... Proposal Discussions (**optional**)
- Phase 5..... Best and Final Offers (**optional**)
- Phase 6.....Recommendation for Contract Award

5.2.1 PHASE 1--EVALUATION OF MANDATORY REQUIREMENTS

The evaluation of the mandatory requirements, as listed below, shall be based upon a "pass/no pass" basis. The purpose of this phase is to determine whether an Offeror's proposal is sufficiently responsible and responsive to RFP requirements to permit a complete evaluation (i.e., responsible in terms of "Does the Offeror have the capability to perform fully the 'Scope of Services' requirements?"; and responsive in terms of "Were proposal documents, as identified below, received and contain the required information?"). Failure to meet any mandatory requirement ("no pass") may be grounds for deeming the proposal non-responsible, non-responsive or both and for disqualification thereof.

Proposal "**Mandatory Requirements**":

- Proposal Transmittal Cover Sheet (Appendix A)
- Acceptance of GENERAL CONDITIONS form (Appendix B)
- Technical Proposal
 - Background, Qualifications and Experience
 - Key Personnel Organization and Staffing
 - Method of Approach to the Scope of Services
- Pricing Schedule & Compensation
 - Pricing Schedule
- Proposal Submission Checklist (Appendix D)
- Standards of Conduct Declaration (Appendix E)

5.2.2 PHASE 2--TECHNICAL PROPOSAL EVALUATION

Evaluation of Offeror’s technical proposal shall be conducted using the technical proposal categories and the value weight percentages identified in Section 5.3; and, the evaluation scoring system identified in Section 5.4.

5.2.3 PHASE 3---COST PROPOSAL EVALUATION

Evaluation of the cost proposal shall be conducted using the cost proposal category and the value weight percentages identified in Section 5.3; and, the evaluation scoring system identified in Section 5.4.

5.2.4 PHASE 4--PROPOSAL DISCUSSIONS (OPTIONAL)

HHSC may conduct discussions with Offerors, or an Offeror’s proposal may be accepted without discussions. HHSC shall inform Offerors of specific discussion topics and issues and the schedule of any discussion proceedings.

5.2.5 PHASE 5--BEST AND FINAL OFFERS (OPTIONAL)

Offerors may be requested to submit a “Best and Final” offer. “Best and Final” offers shall be evaluated and “scoring” of the Offeror’s proposal adjusted, accordingly. If a “Best and Final” offer is requested but not submitted, the previous submittal shall be construed as the “Best and Final” offer.

5.2.6 PHASE 6--RECOMMENDATION FOR CONTRACT AWARD

The Evaluation Committee shall prepare a report summarizing proposal evaluation findings/rankings and provide recommendation for award of contract to the HPA.

5.3 EVALUATION CATEGORIES AND VALUE WEIGHT PERCENTAGES

Mandatory Requirements	Pass/No Pass
Technical Proposal	<u>Value Weight</u>
Experience & Expertise of Firm & Key Staff.....	40%
Proposed Method of Approach to Scope.....	30%
Cost Proposal.....	<u>30%</u>
TOTAL.....	100%

5.4 EVALUATION SCORING SYSTEM

The maximum number of points available for scoring is one hundred (100). The proposal receiving the highest number of points is considered statistically the best proposal and most advantageous to HHSC and will be recommended for award of contract, unless otherwise determined and justified by the evaluation committee.

The evaluation categories are assigned a value weight percentage, as determined by HHSC, totaling 100%. The evaluation committee will rate each category between allowing one point for each percentage of score weight and will establish a group score for the committee. The Offeror's total score (see note below) will be determined by adding the Offeror's score in each category and combining them for a total overall score. The maximum total score under this system will be 100 points.

NOTE: In determining the total score, the Offeror's cost proposal with the lowest costs will receive the highest available rating allocated to costs. Each proposal that has a higher cost than the lowest will have a lower rating for costs. The points allocated to higher-priced proposals will be equal to the lowest proposal price multiplied by the maximum points available for price (30 points), divided by the higher proposal price.

SECTION 6
AWARD OF CONTRACT

6.1 AWARD OF CONTRACT

Award of contract shall be made to the most responsible and responsive Offeror whose proposal is judged/determined, by the HHSC's evaluation team, to provide the best value to HHSC, considering all evaluation reviews and results.

6.2 CONTRACT AWARD NOTIFICATION

An official "notice of award" letter will be provided to the successful Offeror; and, a "notice of non-award" letter shall be provided to all un-successful Offerors. The notice of award letter resulting from this solicitation shall be posted on Hilo Medical Center's website.

6.3 CONTRACT DOCUMENT

The contract will be made up of this solicitation and the terms and conditions attached and referenced. The contract will also include your proposal, including all exhibits, amendments and your Best and Final offer, if applicable. This document will serve as the official, legal contractual instrument between both parties. This document will incorporate (by attachments or reference) this RFP, with any and all addendums; the GENERAL CONDITIONS and any SPECIAL CONDITIONS (Appendix C); and the Offeror's accepted proposal, with any and all addendums, changes, negotiated agreements, etc.; all of which become part of the whole contract.

6.4 GENERAL AND SPECIAL CONDITIONS

The GENERAL CONDITIONS and any SPECIAL CONDITIONS (Appendix C) attached hereto are applicable to and shall be considered part of the whole contract. HHSC reserves the right to add terms and conditions during contract negotiations, if conducted. Additional terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

Additionally, Offerors will need to obtain the following documents:

6.5 CERTIFICATIONS:

Pursuant to East Hawaii Region Procurement Policies, Offerors shall be required to provide proof of the following;

6.5.1 CERTIFICATE OF COMPLIANCE

Pursuant to East Hawaii Region Policies & Procedures, the Offeror is required to obtain/possess a valid Certificate of Compliance from the Hawaii State Department of Labor and Industrial Relations (DLIR) prior to executing a contractual agreement with a State Agency. The certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by HHSC.

The Certificate of Compliance shall be obtained on the State of Hawaii, DLIR APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR, Form LIR #27, which is available at hawaii.gov/labor (open “Forms”, open “LIR#27”) or at the neighbor island DLIR District Offices. The application for the certificate is the responsibility of the Offeror and must be submitted directly to the DLIR and not to HHSC. The DLIR will return the form to the Offeror who in turn shall submit the form to HHSC.

6.5.2 CERTIFICATE OF GOOD STANDING

HAWAII BUSINESS. A business entity referred to as a “Hawaii Business”, is registered and incorporated or organized under the laws of the State of Hawaii. As evidence of compliance, the Offeror shall obtain/posses Certificate of Good Standing issued by the Department of Commerce and Consumer Affairs Business Registration Division (BREG). A “Hawaii Business” that is a sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate. An Offeror’s status as sole proprietor and its business street address as indicated on the Proposal Transmittal Cover Sheet (Appendix A) will be used to confirm that the Offeror is a Hawaii Business.

COMPLIANT NON-HAWAII BUSINESS. A business entity referred to as a “Compliant Non-Hawaii Business” is not incorporated or organized under the laws of the State of Hawaii but is registered to do business in the State. As evidence of compliance, the Offeror shall obtain/possess a Certificate of Good Standing issued by the Department of Commerce and Consumer Affairs Business Registration Division (BREG).

The Certificate of Compliance can be obtained by phone (call 808 586-2727, M-F 7:45-4:30 HST) or by mail (Department of Commerce and Consumer Affairs, Business Registration Division, PO Box 40, Honolulu, Hawaii 96810). The certificate is valid for six months from date of issue and must be valid on the date it is received by HHSC.

6.5.3 HAWAII COMPLIANCE EXPRESS

Alternatively, Offeror may apply and obtain proof of compliance with the above agencies electronically through the Hawaii State Procurement Office’s new “Hawaii Compliance Express” website. Instructions for using this new service can be found in Appendix F.

**PROPOSAL TRANSMITTAL COVER SHEET
RFP #HHSC FY20-0009**

This page must be completed and have an original signature. Attach this page on top of your proposal. Proposals received without this page or incomplete of the requested information may be rejected from consideration.

Organization: _____
(If a corporation or partnership, the exact legal name as registered with the State Department of Commerce and Consumer Affairs)

Mailing Address: _____
(Post Office Box is not acceptable)

Federal Tax Identification No.: _____

Offeror's License No.: _____

Contact: _____ Telephone: _____

Email Address: _____ Facsimile No.: _____

Certification

The undersigned has carefully examined the Scope of Services outlined in this RFP and the GENERAL CONDITIONS and any SPECIAL CONDITIONS presented in the proposal packet and hereby proposes to furnish at its own expense all labor, items necessary to complete all Services as shown and called for therein, all according to the true intent and meaning of the Scope of Services and the GENERAL CONDITIONS and any SPECIAL CONDITIONS. The undersigned also certifies that the information provided in this proposal is accurately represented.

Authorized signature

Printed name

Title

Date

ACCEPTANCE (OR NOTIFICATION OF CLARIFICATIONS) DOCUMENT

**Offerors Agreement of Acceptance or Notification of Clarifications and Exceptions to the following
GENERAL CONDITIONS:**

On behalf of _____, Offeror, the undersigned does agree that it does not have any exceptions to the following GENERAL CONDITIONS.

Signature: _____

Title: _____

Or

On behalf of _____, Offeror, has the following clarifications and exceptions to the following GENERAL CONDITIONS:

(Please attach additional pages, as required)

HAWAII HEALTH SERVICES CORPORATION GENERAL CONDITIONS

(PURCHASE OF GOODS AND SERVICES - NON-HEALTHCARE SERVICE PROVIDERS)

(FOR NON-HRS 103D AGREEMENTS)

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1. **COORDINATION OF SERVICES BY HHSC.** The "head of the purchasing agency" (through the Technical Representative(s) or other designee as specified in the Agreement) shall coordinate the services to be provided by the CONTRACTOR in order to complete the performance required in this Agreement. The CONTRACTOR shall maintain communication with the head of the purchasing agency through the Technical Representative(s) or other designee at all stages of the CONTRACTOR's work, and submit to the head of the purchasing agency for resolution any questions which may arise as to the performance of this Agreement. "Purchasing agency" as used in these General Conditions means and includes any HHSC region or facility which is authorized to enter into contracts for the procurement of goods and services. The term "HHSC" refers to HHSC and the region or facility entering into this Agreement. The term, "CONTRACTOR" includes all employees, agents, subcontractors, and other entities and persons utilized by the CONTRACTOR to fulfill the obligations of this Agreement. It will be the responsibility of CONTRACTOR to ensure that those other persons and entities follow the terms of this Agreement.

2. **RELATIONSHIP OF PARTIES: INDEPENDENT CONTRACTOR STATUS AND RESPONSIBILITIES, INCLUDING TAX RESPONSIBILITIES.**

- a. In the performance of services required under this Agreement, the CONTRACTOR 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 agreement; however, HHSC shall have a general right to inspect work in progress to determine whether, in HHSC's opinion, the services are being performed by the CONTRACTOR in compliance with this Agreement. Unless otherwise provided by special condition, it is understood that HHSC does not agree to use the CONTRACTOR exclusively, and that the CONTRACTOR is free to provide services to other individuals or entities.
- b. The CONTRACTOR and the CONTRACTOR's employees and agents are not by reason of this Agreement, agents or employees of HHSC for any purpose, and the CONTRACTOR and the CONTRACTOR's employees and agents shall not be entitled to claim or receive from HHSC any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to HHSC employees.
- c. The CONTRACTOR shall be responsible for the accuracy, completeness, and adequacy of the CONTRACTOR's performance under this Agreement. Furthermore, the CONTRACTOR intentionally, voluntarily, and knowingly assumes the sole and entire liability to the CONTRACTOR's employees and agents, and to any individual not a party to this Agreement, for all loss, damage, or injury caused by the CONTRACTOR, or the CONTRACTOR's employees or agents in the course of their employment.
- d. The CONTRACTOR shall be responsible for payment of all applicable federal, state, and county taxes and fees which may become due and owing by the

CONTRACTOR by reason of this Agreement, including but not limited to (i) income taxes, (ii) employment related fees, assessments, and taxes and (iii) general excise taxes. Unless provided otherwise by agreement between the parties, the CONTRACTOR also is responsible for obtaining all licenses, permits, and certificates that may be required in order to perform this Agreement.

- e. The CONTRACTOR shall obtain a general excise tax license from the Department of Taxation, State of Hawaii, in accordance with Section 237-9, HRS, and shall comply with all requirements thereof.
- f. The CONTRACTOR is responsible for securing all employee-related insurance coverage for the CONTRACTOR and the CONTRACTOR'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. **PERSONNEL REQUIREMENTS.**

- a. The CONTRACTOR shall secure, at the CONTRACTOR's own expense, all personnel required to perform this Agreement.
- b. The CONTRACTOR shall ensure that the CONTRACTOR's employees or agents are experienced and fully qualified to engage in the activities and perform the services required under this Agreement, 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. Where the facility is Joint Commission accredited, CONTRACTOR agrees to meet all applicable Joint Commission standards.

4. **CONTRACTOR EXCLUSION FROM FEDERAL PROGRAMS.**

CONTRACTOR affirmatively states that it and none of its employees, agents or subcontractors performing services or providing goods pursuant to this Agreement are excluded from participation in federal health care programs, as defined in the Social Security Act (Section 1128 and 1128A), and other federal laws and regulations relating to health care. CONTRACTOR has an affirmative duty to verify the accuracy of this statement at least monthly and to inform HHSC in the event it is discovered that it is no longer true. HHSC reserves the right to verify that the above statements are true and to immediately cancel this Agreement in the event they are not true.

5. **NONDISCRIMINATION.** No person performing work under this Agreement, including any subcontractor, employee, or agent of the CONTRACTOR, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law or regulation.

6. **CONFLICTS OF INTEREST.** The CONTRACTOR represents that neither the CONTRACTOR, nor any employees or agents of the CONTRACTOR, 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 CONTRACTOR's performance under this Agreement.

7. SUBCONTRACTS AND ASSIGNMENTS: CHANGE OF NAME.

- a. No assignment without consent. The CONTRACTOR shall not assign or subcontract any of the CONTRACTOR'S duties, obligations, or interests under this Agreement and no such assignment or subcontract shall be effective unless the CONTRACTOR obtains the prior written consent of HHSC. Additionally, no such assignment or subcontract shall be effective unless the contractor assignee or subcontractor obtains a general excise tax license from the Department of Taxation, State of Hawaii, in accordance with Section 237-9 HRS.
- b. Recognition of a successor in interest. When in the best interests of HHSC, a successor in interest may be recognized in an assignment agreement in which HHSC, the CONTRACTOR and the assignee or transferee (hereinafter referred to as the "Assignee") agree that:
- (1) The Assignee assumes all of the CONTRACTOR'S obligations;
 - (2) The CONTRACTOR remains liable for all obligations under this Agreement but waives all rights under this Agreement as against HHSC; and
 - (3) The CONTRACTOR shall continue to furnish, and the Assignee shall also furnish, all required bonds.
- c. Change of name. When the CONTRACTOR asks to change the name under which it holds this Agreement with HHSC, the contract officer of the purchasing agency shall, upon receipt of a document acceptable or satisfactory to said officer indicating such change of name (for example, an amendment to the CONTRACTOR'S articles of incorporation), enter into an amendment to this Agreement with the CONTRACTOR to effect such a change of name. The amendment to this Agreement changing the CONTRACTOR'S name shall specifically indicate that no other terms or conditions of this Agreement are thereby changed.

8. INDEMNIFICATION AND DEFENSE. The CONTRACTOR shall defend, indemnify and hold harmless HHSC, the contracting facility, and their directors, employees and agents from and against all liability, loss, damage, cost and expense, including all attorneys' fees and costs, and all claims, suits and demands therefor, arising out of or resulting from any acts or omissions of the CONTRACTOR or the CONTRACTOR'S employees, officers, agents or subcontractors under this Agreement. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Agreement for any reason.

9. LIQUIDATED DAMAGES. When the CONTRACTOR is given notice of delay or nonperformance as specified in paragraph 11 (Termination for Default) and fails to cure in the time specified, it is agreed the CONTRACTOR shall pay to HHSC the amount, if any, set forth in this Agreement per calendar day from the date set for cure until either (i) HHSC reasonably obtains similar goods or services, or both, if the contract is terminated for default, or (ii) until the CONTRACTOR provides the goods

or services, or both, if the contract is not terminated for default. To the extent that the CONTRACTOR'S delay or nonperformance is excused under paragraph 11.d (Excuse for Nonperformance or Delayed Performance), liquidated damages shall not be assessable against the CONTRACTOR. The CONTRACTOR shall remain liable for damages caused other than by delay. This paragraph is of no force and effect unless the amount of liquidated damages is specified in the Agreement.

10. SUSPENSION OF AGREEMENT. HHSC reserves the right at any time and for any reason to suspend this Agreement for any reasonable period, upon written notice to the CONTRACTOR in accordance with the provisions herein.

a. Order to stop performance. The head of the purchasing agency may, by written order to the CONTRACTOR at any time, and without notice to any surety, require the CONTRACTOR to stop all or any part of the performance called for by this Agreement. This order shall be for a specified period of time not exceeding sixty (60) days unless the parties agree to a different period. Any such order shall be identified specifically as a stop performance order issued pursuant to this section. Stop performance orders shall include, as appropriate: (1) A clear description of the work to be suspended; (2) Instructions as to the issuance of further orders by CONTRACTOR for material or services; (3) Guidance as to action to be taken on subcontracts; and (4) Other instructions and suggestions to the CONTRACTOR for minimizing costs. Upon receipt of such an order the CONTRACTOR shall forthwith comply with its terms and suspend all performance under this Agreement at the time stated, provided, however, the CONTRACTOR shall take all reasonable steps to minimize the occurrence of costs allocable to the performance covered by the order during the period of performance stoppage. Before the stop performance order expires, or within any other period to which the parties shall have agreed, the head of the purchasing agency shall either:

- (1) Cancel the stop performance order; or
- (2) Terminate the performance covered by such order as provided in the termination for default provision or the termination for convenience provision of this Agreement.

b. Cancellation or expiration of the order. If a stop performance order issued under this section is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONTRACTOR shall have the right to resume performance. An appropriate adjustment shall be made in the delivery or performance schedule or contract price, or both, and the Agreement shall be modified in writing accordingly, if:

- (1) The stop performance order results in an increase in the time required for, or in the CONTRACTOR'S cost properly allocable to, the performance of any part of this Agreement and

- (2) The CONTRACTOR asserts a claim for such adjustment within thirty (30) days after the end of the period of performance stoppage provided that if the head of the purchasing agency decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Agreement.
- c. Termination of stopped performance. If a stop performance order is not cancelled and the performance covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop performance order shall be allowable by adjustment or otherwise.
- d. Adjustment of price. Any adjustment in contract price made pursuant to this paragraph shall be determined in accordance with the price adjustment provisions of this Agreement.

11. TERMINATION FOR DEFAULT.

- a. Default. If the CONTRACTOR refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, or any extension thereof, or otherwise fails to timely satisfy the Agreement provisions, or commits any other substantial breach of this Agreement, the head of the purchasing agency may notify the CONTRACTOR in writing of the delay or non-performance and if not cured in ten (10) days or any longer time specified in writing by the head of the purchasing agency, such officer may terminate the CONTRACTOR's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part the head of the purchasing agency may procure similar goods or services in a manner and upon the terms deemed appropriate. The CONTRACTOR shall continue performance of the Agreement to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods and services.
- b. CONTRACTOR'S duties. Notwithstanding termination of the Agreement and subject to any directions from the head of the purchasing agency, the CONTRACTOR shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the CONTRACTOR in which the State of Hawaii or HHSC has an interest.
- c. Compensation. Payment for completed goods and services delivered and accepted by HHSC shall be at the price set forth in the Agreement. Payment for the protection and preservation of property shall be in an amount agreed upon by the CONTRACTOR and the head of the purchasing agency. If the parties fail to agree, the head of the purchasing agency shall set an amount. HHSC may withhold from amounts due the CONTRACTOR such sums as the head of the purchasing agency deems to be necessary to protect HHSC against loss because of outstanding liens or claims and to reimburse HHSC for the excess costs expected to be incurred by HHSC in procuring similar goods and services.
- d. Excuse for nonperformance or delayed performance. The CONTRACTOR shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms, including any failure by the CONTRACTOR to make progress in the prosecution of the performance hereunder which endangers such performance, if the CONTRACTOR has notified the Agency procurement officer within fifteen (15) days after the cause of the delay and failure arises out of causes such as: acts of God; acts of a Public enemy; acts of the State of Hawaii and any other governmental body in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the CONTRACTOR shall not be deemed to be in default, unless the goods and services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the requirements of the Agreement. Upon request of the CONTRACTOR, the head of the purchasing agency shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the CONTRACTOR'S progress and performance would have met the terms of the Agreement, the delivery schedule shall be revised accordingly, subject to the rights of HHSC under this Agreement. As used in this paragraph the term "subcontractor" means subcontractor at any tier.
- e. Erroneous termination for default. If, after notice of termination of the CONTRACTOR's right to proceed under this paragraph, it is determined for any reason that the CONTRACTOR was not in default under this paragraph, or that the delay was excusable under the provisions of subparagraph 11.d, "Excuse for nonperformance or delayed performance," the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to paragraph 12.
- f. Additional rights and remedies. The rights and remedies provided in this paragraph are in addition to any other rights and remedies provided by law or under this Agreement.

12. TERMINATION FOR CONVENIENCE BY HHSC.

- a. Termination for convenience of goods and services agreements. The head of the purchasing agency may, when the interests of HHSC so require, terminate this Agreement in whole or in part, for the convenience of HHSC. HHSC shall give written notice of the termination to the CONTRACTOR specifying the part of the Agreement terminated and when such termination becomes effective. HHSC shall exercise its rights under this paragraph in good faith and only when circumstances subsequent to the signing of this Agreement are changed to the extent that continuation of the

Agreement is not in the best interest of HHSC. Such termination shall not be arbitrary or capricious.

- b. CONTRACTOR's obligations. The CONTRACTOR shall mitigate the cost of termination and incur no further obligations in connection with the terminated performance. The CONTRACTOR will stop performance to the extent specified on the date(s) set in the notice of termination. The CONTRACTOR shall also terminate outstanding orders and subcontracts as they relate to the terminated performance. The CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated performance. The head of the purchasing agency may direct the CONTRACTOR to assign the CONTRACTOR'S right, title, and interest under terminated orders or subcontracts to HHSC. The CONTRACTOR must still complete the performance not terminated by the notice of termination and may incur obligations as necessary to do so.
- c. Right to goods and work product. The head of the purchasing agency may require the CONTRACTOR to transfer title and deliver to HHSC in the manner and to the extent directed by the head of the purchasing agency:
 - (1) Any completed goods or work product; and
 - (2) The partially completed goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the CONTRACTOR has specifically produced or specially acquired for the performance of the terminated part of this Agreement; and
 - (3) The CONTRACTOR shall, upon direction of the head of the purchasing agency, protect and preserve property in the possession of the CONTRACTOR in which HHSC has an interest. If the head of the purchasing agency does not exercise this right, the CONTRACTOR shall use best efforts to sell such goods and manufacturing materials. Use of this paragraph in no way implies that HHSC has breached the Agreement by exercise of the termination for convenience provision.
- d. Compensation. The CONTRACTOR may submit a termination claim specifying the unavoidable costs incurred because of the termination for convenience. This claim is in addition to any claim for payment for goods or services already performed prior to the termination. The head of the purchasing agency shall review the termination claim and respond to the CONTRACTOR with written objections or full payment within 60 days, provided that the claim is substantiated with invoice documentation. The amount paid for a termination claim shall be determined by the head of the purchasing agency but in no event shall exceed the amount remaining on the contract.

13. CHANGE ORDERS TO GOODS AND SERVICES AGREEMENTS. A change order is a written order signed by the head of the purchasing agency, directing the CONTRACTOR to make changes which the below "change

clause" authorizes the head of the purchasing agency to order without the consent of the CONTRACTOR.

- a. Change clause. By written order, at any time, and without notice to any surety, the head of the purchasing agency may, unilaterally, order:
 - (1) Changes in the work within the scope of the Agreement; and
 - (2) Changes in the time of performance of the Agreement that do not alter the scope of the work of the Agreement.
- b. Adjustment of price or time for performance. If any change order increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Agreement, an adjustment shall be made and the Agreement modified in writing accordingly. Any adjustment in Agreement price made pursuant to this clause shall be determined, where applicable, as negotiated. Failure of the parties to agree to an adjustment shall not excuse the CONTRACTOR from proceeding with the Agreement as changed, provided that the head of the purchasing agency promptly and duly makes the provisional adjustments in payment or time for the direct costs of the work as HHSC deems reasonable. The right of the CONTRACTOR to dispute the Agreement price or time required for performance or both shall not be waived by its performing the work, provided however, that it follows the written notice requirements for disputes and claims established in the Agreement or in these rules.
- c. Time period of claim. Within ten (10) days after receipt of a written change order, unless the period is extended by the head of the purchasing agency in writing, the CONTRACTOR shall respond with a claim for an adjustment. The requirement for a timely written response cannot be waived and shall be a condition precedent to the assertion of a claim.
- d. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if written response is not given prior to final payment under this Agreement.
- e. Claims not barred. In the absence of a change order, nothing in the clause shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under the Agreement or for breach of contract.

14. MODIFICATIONS OF AGREEMENT.

- a. In writing. Any modification, alteration, amendment, change or extension of any term, provision or condition of this Agreement shall be made by written amendment to this Agreement signed by the CONTRACTOR and HHSC. Change orders shall be made in accordance with paragraph 13 herein. Notice to any surety is not required.
- b. No oral modification. No oral modification, alteration, amendment, change or extension of any term, provision or condition of this Agreement shall be permitted or acknowledged.

- c. Adjustment of price or time for performance. If any modification increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Agreement, an adjustment shall be made and this Agreement modified in writing accordingly. Any adjustment in price made pursuant to this clause shall be determined, where applicable, in accordance with the terms of this Agreement or as negotiated.
- d. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if written modification of the Agreement and the claims are not made prior to final payment under this Agreement.
- e. Claims not barred. In the absence of a written modification to the Agreement, nothing in this clause shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under this Agreement or for breach of contract.

15. VARIATION IN QUANTITY FOR DEFINITE QUANTITY AGREEMENTS. Upon the agreement of HHSC and the CONTRACTOR, the quantity of goods or services, or both, if a definite quantity is specified in the Agreement, may be increased by a maximum of ten per cent (10%); provided the unit prices will remain the same except for any price adjustments otherwise applicable; and the head of the purchasing agency makes a written determination that such an increase will either be more economical than awarding another Agreement or that it would not be practical to award another agreement.

16. CLAIMS BASED ON THE HEAD OF THE PURCHASING AGENCY'S ACTIONS OR OMISSIONS.

- a. Change in scope. If any action or omission on the part of the head of the purchasing agency (which term includes the designee of such officer) requiring performance changes within the scope of the Agreement constitutes the basis for a claim by the CONTRACTOR for additional compensation, damages or an extension of time for completion, the CONTRACTOR shall continue with performance of the Agreement in compliance with the directions or orders of proper officials, but by so doing, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, damages or extension of time for completion, provided:
 - (1) Written notice required. The CONTRACTOR shall give written notice to the head of the purchasing agency:
 - (A) Prior to the commencement of the performance involved, if at that time the CONTRACTOR knows of the occurrence of such action or omission; or
 - (B) Written thirty (30) days after the CONTRACTOR knows of the occurrence of such action or omission, if the CONTRACTOR did not have such knowledge prior to the commencement of the performance; or

(C) Within such further time as may be allowed by the head of the purchasing agency in writing.

- (2) Notice content. This notice shall state that the CONTRACTOR regards the act or omission as a reason which may entitle the CONTRACTOR to additional compensation, damages or an extension of time. The head of the purchasing agency, upon receipt of such a notice, may rescind such action, remedy such omission or take such other steps as may be deemed advisable.
- (3) Basis must be explained. The notice required by this paragraph must describe as clearly as practicable at the time the reasons why the CONTRACTOR believes that additional compensation, damages or an extension of time may be remedies to which the CONTRACTOR is entitled; and
- (4) Claim must be justified. The CONTRACTOR must maintain and, upon request, make available to the head of the purchasing agency within a reasonable time, detailed records to the extent practicable, and other documentation and evidence satisfactory to HHSC, justifying the claimed additional costs or an extension of time in connection with such changes.

b. CONTRACTOR not excused. Nothing herein contained, however shall excuse the CONTRACTOR from compliance with any rules or laws precluding collusion or bad faith in causing the issuance of or performing change orders which are clearly not within the scope of the Agreement.

17. COSTS AND EXPENSES. Any reimbursement due the CONTRACTOR for per diem and transportation expenses under this Agreement shall be subject to the following guidelines, unless otherwise stated in the Agreement:

- a. Reimbursement for air transportation shall be for actual cost or coach class airfare, whichever is less.
- b. Reimbursement for ground transportation costs shall not exceed the actual cost of renting an intermediate-sized vehicle.
- c. Unless prior written approval of the head of the purchasing agency is obtained, reimbursement for subsistence allowance (i.e., hotel and meals) shall be \$145 per day, which consists of \$85 for hotel and \$60 for food, computed on quarter days. No other travel or living expense (e.g., tips, entertainment, alcohol, etc.) shall be reimbursed by HHSC, other than those items listed in subparagraphs a and b, above. Invoices shall document the days of travel by including the name of the traveler, itinerary, airfare receipt, hotel receipt, and ground transportation receipts. All travel must be pre-approved by the HHSC technical representative.
- d. CONTRACTORS with an office located on the same island as the site of the services to be provided pursuant to this Agreement are not entitled to per diem or transportation expense reimbursement unless explicitly specified in the Agreement.

18. PAYMENT PROCEDURES.

- a. Original invoices required. All payments under this Agreement shall be made only upon submission by the CONTRACTOR of original invoices specifying the amount due and certifying that services requested under the Agreement have been performed by the CONTRACTOR according to the Agreement.
- b. Payment only for work under contract. HHSC is not responsible to pay for work performed by CONTRACTOR or its subcontractors that is not in this Agreement and any amendments or change orders thereto. All CONTRACTORS must follow paragraph 14, Modifications of Agreement or paragraph 13, Change Orders to Goods and Services Agreements and must have proper authorization before performing work outside the original Agreement.

19. PROMPT PAYMENT OF SUBCONTRACTORS.

- a. Generally. Any money paid to a CONTRACTOR shall be disbursed to subcontractors within ten days after receipt of the money in accordance with the terms of the subcontract; provided that the subcontractor has met all the terms and conditions of the subcontract and there are no bona fide disputes regarding payment.
- b. Final payment. Upon final payment to the CONTRACTOR, full payment to the subcontractor, including retainage, shall be made within ten days after receipt of the money; provided that there are no bona fide disputes over the subcontractor's performance under the subcontract.
- c. Penalty. The procurement officer or the CONTRACTOR, as applicable, will be subject to a penalty of one and one-half per cent per month upon outstanding amounts due that were not timely paid by the responsible party under the following conditions. Where a subcontractor has provided evidence to the CONTRACTOR of satisfactorily completing all work under their subcontract and has provided a properly documented final payment request as described in paragraph (d), and:
 - (1) Has provided to the CONTRACTOR an acceptable performance and payment bond for the project executed by a surety company authorized to do business in the State, as provided in Section 103-32.1, HRS; or
 - (2) The following has occurred:
 - (A) A period of ninety days after the day on which the last of the labor was done or performed and the last of the material was furnished or supplied has elapsed without written notice of a claim given to CONTRACTOR and the surety, as provided for in Section 103D-324, HRS (reference of HRS 103D-324 provision does not intend to imply that this contract is governed by that chapter or the implementing rules and regulations); and

- (B) The subcontractor has provided to the CONTRACTOR, an acceptable release of retainage bond, executed by a surety company authorized to do business in the State, in an amount of not more than two times the amount being retained or withheld by the CONTRACTOR; any other bond acceptable to the CONTRACTOR; or any other form of mutually acceptable collateral, then, all sums retained or withheld from a subcontractor and otherwise due to the subcontractor for satisfactory performance under the subcontract shall be paid by the procurement officer to the CONTRACTOR and subsequently, upon receipt from the procurement officer, by the CONTRACTOR to the subcontractor within the applicable time periods specified in paragraph (b) and Section 103-10, HRS. The penalty may be withheld from future payment due to the CONTRACTOR, if the CONTRACTOR was the responsible party. If a CONTRACTOR has violated paragraph (2) three or more times within two years of the first violation, the contractor shall be referred by the procurement officer to the contractors license board for action under Section 444-17(14), HRS.

- d. A properly documented final payment request from a subcontractor, as required by paragraph (c), shall include:
 - (1) Substantiation of the amounts requested;
 - (2) A certification by the subcontractor, to the best of the subcontractor's knowledge and belief, that:
 - (A) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the subcontract;
 - (B) The subcontractor has made payments due to its subcontractors and suppliers from previous payments received under the subcontract and will make timely payments from the proceeds of the payment covered by the certification, in accordance with their subcontract agreements and the requirements of this section; and
 - (C) The payment request does not include any amount that the subcontractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of their subcontract; and
 - (3) The submission of documentation confirming that all other terms and conditions required under the subcontract agreement have been fully satisfied.

The procurement officer shall return any final payment request that is defective to the CONTRACTOR within seven days after receipt, with a statement identifying the defect.

- e. This section shall not be construed to impair the right of a CONTRACTOR or a subcontractor at any tier to negotiate and to include in their respective subcontracts provisions that provide for additional terms and conditions that are requested to be met before the subcontractor shall be entitled to receive final payment under paragraph (c); provided that any such payments withheld shall be withheld by the procurement officer.

20. CONFIDENTIALITY OF MATERIAL.

- a. All material given to or made available to the CONTRACTOR by virtue of this Agreement, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of HHSC. It is acknowledged and agreed that all of the trade secrets, business plans, marketing plans, know how, data, contracts, including this Agreement, documents, scientific and medical concepts, billing records, personnel records, medical records of any kind, and referral sources for existing or future services, products, operations, management, business, pricing, financial status, valuations, goals, strategies, objectives and agreements of HHSC and any of its facilities, affiliates or subsidiaries, and all patient information in any form, whether written, verbal or electronic are confidential ("Confidential Information"); provided, however, that Confidential Information, with the exception of patient information, shall not include information that is in the public domain.
- b. All information, data, or other material provided by the CONTRACTOR to the HHSC is subject to the Uniform Information Practices Act, chapter 92F, HRS, as modified by chapter 323F HRS.

21. CORPORATE COMPLIANCE PROGRAM. A description of the Corporate Compliance Program of HHSC, including orientation materials, is posted on the HHSC internet site (www.hhsc.org). The CONTRACTOR, by signing this contract, acknowledges that it has read said description, and that the CONTRACTOR knows of the fact and substance of the Corporate Compliance Program, which governs operations at all facilities of the HHSC. The CONTRACTOR understands and agrees that employees, agents, contractors and subcontractors performing any services at any of the HHSC facilities shall be fully subject to such Corporate Compliance Program, as may be amended from time to time, as well as all federal program requirements and applicable policies and procedures of HHSC and its facilities. The Corporate Compliance Program requires periodic training, including an orientation program, of all people who provide financial, business office, personnel, coding, medical records information systems and clinical services in the facility. The CONTRACTOR agrees to cause its employees, agents and contractors who provide

financial, business office, personnel, coding, medical records information systems and/or clinical services at any of the HHSC facilities to review the posted orientation materials and participate in any compliance training programs HHSC may require.

- 22. BUSINESS ASSOCIATE ADDENDUM.** By signing this Agreement, CONTRACTOR acknowledges that CONTRACTOR may be a Business Associate of HHSC within the meaning of the federal privacy and security laws as stated in 45 C.F.R. Parts 160 and 164, Subparts A, C, and E. CONTRACTOR further acknowledges that CONTRACTOR has read the Business Associate Addendum, which is posted on the HHSC internet site (www.hhsc.org/BAA). If CONTRACTOR is a Business Associate as defined in the above laws, said Business Associate Addendum is hereby incorporated by reference and made a part of this Agreement as if fully repeated herein. By signing this Agreement, CONTRACTOR agrees to fully comply with, and be bound by, all terms set forth in the Business Associate Addendum, as it may be amended from time to time.
- 23. PUBLICITY.** The CONTRACTOR shall not refer to the HHSC or any office, agency, or officer thereof, or any HHSC employee, including the head of the purchasing agency, the Agency procurement officer, the HHSC Board of Directors, or to the services or goods, or both, provided under this Agreement, in any of the CONTRACTOR's brochures, advertisements, or other publicity of the CONTRACTOR without the explicit written consent of HHSC. All media contacts with the CONTRACTOR about the subject matter of this Agreement shall be referred to the head of the purchasing agency.
- 24. OWNERSHIP RIGHTS AND COPYRIGHT.** HHSC shall have complete ownership of all material, both finished and unfinished, which is developed, prepared, assembled or conceived by the CONTRACTOR pursuant to this Agreement and all such material shall be considered "works for hire." All such materials shall be delivered to HHSC upon expiration or termination of this Agreement. HHSC, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled or conceived by the CONTRACTOR pursuant to this Agreement.
- 25. INSURANCE.** During the term of this Agreement, CONTRACTOR shall maintain at all times or cause to be maintained general and professional liability insurance coverage for CONTRACTOR and its employees rendering services to HHSC under this Agreement. The insurance policies shall be issued by a company or companies authorized to do business in Hawaii and approved by HHSC, with combined single limits of not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence and THREE MILLION DOLLARS (\$3,000,000) in the aggregate, or such greater amount as may be required from time to time by HHSC. HHSC shall receive not less than thirty (30) days notice prior to any cancellation or material change or reduction in coverage. No such material change or reduction may be made without approval from HHSC. HHSC shall be listed as an additional insured on all policies. Prior to the commencement of this Agreement, CONTRACTOR shall provide HHSC with a certificate of insurance. Thereafter, prior to the expiration of each

policy period, the CONTRACTOR shall provide HHSC with certificates of insurance evidencing the foregoing coverage and provisions. HHSC reserves the right to request a certified copy of the policies. CONTRACTOR shall also carry workers' compensation insurance for CONTRACTOR'S employees in the amounts required by applicable law. Failure to maintain the necessary insurance in accordance with the provisions set forth herein shall constitute a material breach of this Agreement and HHSC shall thereafter have the option of pursuing remedies for such breach and/or immediate termination of this Agreement.

26. LIENS AND WARRANTIES.

- a. Liens. All products provided under this Agreement shall be free of all liens and encumbrances.
- b. Warranties for products and services. In the event this Agreement is for the provision of products (goods or equipment), CONTRACTOR warrants that it has all rights, title and interest in and to all products sold, leased or licensed to HHSC. CONTRACTOR also warrants that the products shall substantially conform to all descriptions, specifications, statements of work and representations set forth in the Agreement, schedules, publications of CONTRACTOR and/or any order(s), and will be free from defects in materials, performance, workmanship and design. CONTRACTOR further warrants that it will perform any services required with promptness, diligence and in accordance with prevailing standards in the industry to the reasonable satisfaction of HHSC. The Warranty period shall commence after Acceptance, as defined in this Agreement. Any specific warranty periods shall be as set forth in the proposals, schedules, orders or Special Conditions pertaining to this Agreement but in any event such warranty period shall not be less than one (1) year.

27. ACCESS TO BOOKS AND RECORDS AND AUDIT BY HHSC.

If the value or cost of Services rendered to HHSC pursuant to this Agreement is Ten Thousand Dollars (\$10,000.00) more over a twelve-month period, CONTRACTOR agrees as follows:

- a. Until the expiration of four (4) years after the furnishing of such services, CONTRACTOR shall, upon written request, make available to the Secretary of the Department of Health and Human Services (the "Secretary"), the Secretary's duly-authorized representative, the Comptroller General, or the Comptroller General's duly-authorized representative, such books, documents, and records as may be necessary to certify the nature and extent of the cost of such Services; and
- b. If any such Services are performed by way of subcontract with another organization and the value or cost of such subcontracted Services is Ten Thousand Dollars (\$10,000.00) or more over a twelve month period such subcontract shall contain and CONTRACTOR shall enforce a clause to the same effect as paragraph 26.a, above.
- c. The availability of CONTRACTORS' books, documents and records shall be subject to all applicable legal requirements, including such criteria and procedures for obtaining access that

may be promulgated by the Secretary. The provisions of paragraph 26.a and 26.b shall survive the expiration or other termination of this Agreement regardless of the cause of such termination.

- d. HHSC may, at reasonable times and places, audit the books and records of the CONTRACTOR, prospective contractor, subcontractor or prospective subcontractor which are related to this Agreement. HHSC may utilize third-party agents to conduct an audit and/or analysis of CONTRACTOR'S records related to quotes, proposals, orders, invoices, sales reports, expenses charged to HHSC, sales reports, and discounts related to this Agreement and or proposed amendment to this Agreement. Any such agents will be bound by the same confidentiality clauses as stated in this Agreement.

28. ANTITRUST CLAIMS. The HHSC and the CONTRACTOR recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, the CONTRACTOR hereby assigns to HHSC any and all claims for overcharges as to goods and materials purchased in connection with this Agreement, except as to overcharges which result from violations commencing after the price is established under this Agreement and which are not passed on to the HHSC under an escalation clause.

29. DISCOUNT AND REBATE. CONTRACTOR hereby acknowledges its obligations to comply with any and all requirements imposed upon it as a seller under 42 U.S.C. Sec. 1320a-7b(b)(3)(A) and 42 C.F.R. Sec. 1001.952(h) Discounts.

30. GOVERNING LAW. The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, shall be governed by the laws of the State of Hawaii. Any action at law or in equity to enforce or interpret the provisions of this Agreement shall be brought in a State court of competent jurisdiction in Hawaii.

31. COMPLIANCE WITH LAWS. The CONTRACTOR 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 CONTRACTOR'S performance of this Agreement. Other laws which may be applicable to contractors include, but are not limited to: HRS Chapters 383, 386, 387, and 393. It shall be the responsibility of the CONTRACTOR to determine applicability and comply with the law.

32. ACCESS TO HHSC NETWORK AND SYSTEMS. CONTRACTOR may be given access to some of the HHSC computer network and systems in order to fulfill the terms of the Agreement. CONTRACTOR agrees to follow and to require all agents, employees and subcontractors to also follow the Information Technology and Confidentiality policies summarized and posted on the HHSC Procurement internet site (www.hhsc.org/GC) and to comply with such other instructions as provided by HHSC in the use of HHSC computer systems. CONTRACTOR shall not use the HHSC systems or data for

any purpose other than to fulfill its duties under this Agreement.

- 33. CAMPAIGN CONTRIBUTIONS.** CONTRACTOR acknowledges that it is unlawful under Section 11-355, Hawaii Revised Statutes, unless specifically permitted under that law, for CONTRACTOR at any time between the execution of this Agreement through the completion of the Agreement to: (a) directly or indirectly make any contribution or to promise expressly or impliedly to make any contribution to any political party, committee or candidate or to any person for any political purpose or use; or (b) knowingly solicit any such contribution from any person for any purpose during any period.
- 34. ENTIRE AGREEMENT.** This Agreement sets forth all of the agreements, conditions, understandings, promises, warranties, and representations between the HHSC and the CONTRACTOR relative to this Agreement. This Agreement supersedes all prior agreements, conditions, understandings, promises, warranties, and representations, which shall have no further force or effect. There are no agreements, conditions, understandings, promises, warranties, or representations, oral or written, express or implied, between the HHSC and the CONTRACTOR other than as set forth or as referred to herein.
- 35. COUNTERPARTS.** This Agreement may be executed in any number of counterparts with the same effect as if all of the parties had signed the same document. Such executions may be transmitted to the parties by facsimile or electronically and such facsimile or electronic execution and transmission shall have the full force and effect of an original signature. All fully executed counterparts, whether original executions or facsimile/electronic executions or a combination thereof, shall be construed together and shall constitute one and the same Agreement.
- 36. SEVERABILITY.** In the event that any provision of this Agreement is declared invalid or unenforceable by a court, such invalidity or non-enforceability shall not affect the validity or enforceability of the remaining terms of this Agreement.
- 37. WAIVER.** The failure of HHSC to insist upon strict compliance with any term, provision, or condition of this Agreement shall not constitute or be deemed to constitute a waiver or relinquishment of HHSC's right to enforce the same in accordance with this Agreement. The fact that HHSC specifically refers to one provision of the law, and does not include other provisions shall not constitute a waiver or relinquishment of HHSC's rights or the CONTRACTOR's obligations under the law.
- 38. ACCEPTANCE OF GOODS AND SERVICES.** HHSC shall accept goods and services or give CONTRACTOR notice of rejection within a reasonable time, notwithstanding any payment, prior test, or inspection. No inspection, test, delay or failure to inspect or test, or failure to discover any defect or other nonconformance with the specifications, shall relieve CONTRACTOR of any obligations under this Agreement or impair any rights or remedies of HHSC.
- 39. OBSOLETE PARTS/LONG TERM PARTS AVAILABILITY (Goods and Equipment Agreements Only).** CONTRACTOR shall timely report on the status of end of

life (EOL) hardware that has been procured for the purchased or leased product. EOL hardware includes the following: electronic components/piece parts and mechanical hardware. CONTRACTOR shall provide advanced notification in writing to the Technical Representative of any changes to tooling, facilities, materials, availability of parts, or processes that could affect the contracted product. This includes but is not limited to fabrication, assembly, handling, inspection, acceptance, testing, facility relocation, or introduction of a new manufacturer. CONTRACTOR shall notify the HHSC Technical Representative of any pending or contemplated future action to discontinue articles purchased or replacement parts for the articles purchased pursuant to this Agreement and shall work with HHSC to determine the need to stockpile any parts for the likely life of the product and offer those parts to HHSC prior to the actual discontinuance. CONTRACTOR shall extend opportunities to HHSC to place last time buys of such articles with deliveries not to exceed twelve months after the last time buy date.

- 40. DISPUTES.** Prior to resorting to any remedies allowed by law, disputes between the CONTRACTOR and HHSC arising out of this Agreement shall first be addressed in a telephonic or in-person meeting between the HHSC Technical Representative or designee and the CONTRACTOR'S representative. If the issue is not resolved to the mutual satisfaction of the Parties, a HHSC Regional CFO shall hold a telephonic or in-person meeting with the manager of the CONTRACTOR'S representative. Both Parties shall discuss and attempt to resolve the issues in good faith.

END OF GENERAL CONDITIONS

SPECIAL CONDITIONS

The GENERAL CONDITIONS are hereby amended with the following:

1. **Conflict of Interest:** The Offeror shall not undertake any work that represents a potential conflict of interest, or which is not in the best interest of HHSC or the State without prior written approval by HHSC. The Offeror shall fully and completely disclose any situation that may present a conflict of interest. If the Offeror is now performing or elects to perform during the term of this contract any services for any HHSC health plan, provider or contractor or an entity owning or controlling same, the Offeror shall disclose this relationship prior to accepting any assignment involving such party.

2. **Contract:**
 - 2.1 The contract between HHSC and the Offeror shall consist of (1) the Request for Proposal (RFP), including any amendments or addendums thereto and the GENERAL CONDITIONS and the SPECIAL CONDITIONS, and (2) the proposal submitted by the Offeror in response to the RFP, including any and all addendums, changes, negotiated agreements, etc. In the event of a conflict in language between the two documents referenced, the provisions and requirements set forth and/or referenced in the RFP shall govern. However, HHSC reserves the right to clarify any contractual relationship in writing, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Offeror's proposal. In all other matters not affected by the written clarification, if any, the RFP shall govern.
 - 2.2 The contract shall be construed according to the laws of the State of Hawaii. The State of Hawaii is not obligated for the expenditures under the contract until funds have been encumbered.

3. **Disclosure of Confidential Information:** The Offeror shall not, without prior written approval from the Contracting Officer, either during or after the performance of the services required by this contract, use, other than for such performance, or disclose to any person other than HHSC personnel with a need to know, any information, data, material, or exhibits created, developed, produced, or otherwise obtained during the course of the work required by this contract. This nondisclosure requirement shall also pertain to any information contained in reports, documents, or other records furnished to the Offeror by HHSC.

4. **Effective Date:** The effective date of this contract shall be the date that the Contracting Officer signs the Offer and Award page of this document unless otherwise stated in this document.

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5. **Time of Performance.** The Agreement's Time of Performance is three (3) years from the Effective Date. The Agreement may be extended for two (2) periods of one (1) year, upon completion of a written supplemental agreement signed by both parties.
6. **Not-To-Exceed Amount.**
The total sum of money that HHSC is administratively authorized to expend under this Agreement including all applicable taxes and expenses incurred, is FOUR MILLION NINE HUNDRED NINETY NINE THOUSAND NINE HUNDRED NINETY AND NO/100 DOLLARS (\$4,999,990.00). Internally, the NTE is broken out as FOUR MILLION ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$4,100,000.00) for Hilo Medical Center, FOUR HUNDRED FORTY NINE THOUSAND NINEHUNDRED NINETY FIVE AND NO/100 DOLLARS (\$449,995.00) for Ka'u Hospital, and FOUR HUNDRED FORTY NINE THOUSAND NINE HUNDRED NINETY FIVE AND NO/100 DOLLARS (\$449,995.00) for Hale Ho'ola Hamakua.
7. **Technical Representative.** The Technical Representative shall have the right to oversee the successful completion of contract requirements, including monitoring, coordinating and assessing the Offeror's performance; and approving completed work/services with verification of same for the Offeror's invoices. The Technical Representative also serves as the point of contact for the Offeror for "Technical" matters (non-contractual) from award to contract completion. The Technical Representative is:

Hilo Medical Center
Tracy Aruga
Safety Officer
808-932-3538
taruga@hhsc.org

Ka'u Hospital
Merylyn Harris
Hospital Administrator
808-932-4200
mharris@hhsc.org

Hale Ho'ola Hamakua
Denise Mackey
Hospital Administrator
808-932-4100
dmackey@hhsc.org

8. **Required Notice.** The CONTRACTOR must provide written notice to Hilo Medical Center's Contracting Officer upon receipt of notification that the CONTRACTOR has been debarred, suspended or otherwise lawfully prohibited from participating in any

public procurement activity. The Contracting Officer may, upon receipt of such written notice, immediately terminate this Agreement if the Contracting Officer or HHSC determine that the CONTRACTOR has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

9. **Exempt.** East Hawaii Region is exempt from HRS chapter 103D for this solicitation. References to that statute or its implementing administrative rules does not evidence intent to waive the exemption. References to the statute and rules herein are for convenience, since it is our intent to incorporate some of the language in the statute and rules as a matter of policy.

PROPOSAL SUBMISSION CHECKLIST

***Please
Check Off
Items
Submitted For
HHSC Use**

_____	_____	Proposal Received “On-Time”
_____	_____	One Hardcopy Original & One Electronic Copy of Proposal
_____	_____	Proposal Transmittal Cover Sheet (Appendix A):
_____	_____	Authorized Signature
_____	_____	Required Information
_____	_____	Technical Proposal
_____	_____	Background, Qualifications and Experience
_____	_____	Key Personnel Organization and Staffing
_____	_____	Method of Approach to the Scope of Services
_____	_____	Cost Proposal
_____	_____	Pricing Schedule
_____	_____	Optional Services Costs
_____	_____	Standards of Conduct Declaration (Appendix E)
_____	_____	Non-Applicable Proposal Requirement(s)
_____	_____	Non-Acceptance of “Scope of Services” Requirement(s)
_____	_____	All Data and Information Required by the RFP
_____	_____	Proprietary Documents Request
_____	_____	Others (List)
_____	_____	Proposal Submission Checklist

***IF SPECIFIC ITEM(S) ARE NOT APPLICABLE, MARK WITH “N/A”---DO NOT LEAVE BLANK.**

STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

"Controlling interest" means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty percent (50%).

"Employee" means any nominated, appointed, or elected officer or employee of the State or HHSC, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges.

On behalf of _____, Offeror, the undersigned does declare, under penalty of perjury, as follows:

1. Offeror (is) (is not) a legislator or an employee or a business in which a legislator or an employee has a controlling interest.*
2. Offeror has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Agreement and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of the Agreement, if the legislator or employee had been involved in the development or award of the Agreement.
3. Offeror has not been assisted or represented for a fee or other compensation in the award of this Agreement by a State or HHSC employee or, in the case of the Legislature, by a legislator.
4. Offeror has not been represented or assisted personally on matters related to the Agreement by a person who has been an employee of the State or HHSC within the preceding two (2) years and who participated while in state office or employment on the matter with which the Agreement is directly concerned.
5. Offeror has not been represented or assisted on matters related to this Agreement, for a fee or other consideration by an individual who, within the past twelve (12) months, has been a State or HHSC employee, or in the case of the Legislature, a legislator.
6. Offeror has not been represented or assisted in the award of this Agreement for a fee or other consideration by an individual who, 1) within the past twelve (12) months, served as a State or HHSC employee or in the case of the Legislature, a legislator, and b) participated while an employee or legislator on matters related to this Agreement.

Offeror understands that the Agreement to which this document is attached is voidable on behalf of the State or HHSC if this Agreement was entered into in violation of any provision of chapter 84, Hawaii Revised Statutes, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the State or HHSC.

OFFEROR

By: _____
Title: _____
Date: _____

*Reminder to FACILITY: if the word "is" is circled above, YOUR FACILITY is required, under section 84-15, Hawaii Revised Statutes, to file with the State Ethics Commission, ten (10) days before the Agreement is entered into, a written justification as to why the Agreement was not required to be competitively bid.

Instructions for Hawaii Compliance Express

Hawaii Compliance Express (HCE)

Instead of filling out forms and manually applying for the certificates listed below at the various state agencies, this new process allows businesses to register online through a simple wizard interface at:

<http://vendors.ehawaii.gov>

On the last line, click on “Create an Account” and once there, click on the circle and line marked:

No, I just want to get setup to use this service.

From this point, just fill in the blocks and follow the directions.

One simple interface covers all the forms with all the state agencies and partners. Easy to read instructions and context sensitive help make compliance safe, fast, and efficient. Using the Wizard will file with the Dept. of Taxation (to get your Taxpayer ID) and optionally with the Business Registrations Division of the DCCA. If you have or will have employees, the Wizard will also file with Dept. of Labor and Industrial Relations.

Vendors that elect to use the new Hawaii Compliance Express services will be required to pay an annual fee of \$12.00.

Government procurement personnel will be provided with no-cost online access to the HCE system, allowing them to view and print the compliance status of registered vendors. Since the HCE process may require the disclosure of sensitive company information, access to view information on registered vendors will be restricted to the respective vendor and to registered authorized procurement personnel.

Vendors choosing not to participate in the program will be required to provide the paper certificates. This can be done by contacting the various state agencies below:

DLIR Certificate of Compliance. By law vendors are required to provide a Certificate of Compliance from the Hawaii State Department of Labor and Industrial Relations (DLIR), TO ENSURE COMPLIANCE WITH LAWS, AS APPLICABLE, CONCERNING UNEMPLOYMENT INSURANCE, WORKERS' COMPENSATION, TEMPORARY DISABILITY INSURANCE, AND PREPAID HEALTH CARE.


Visit http://hawaii.gov/labor/forms/LIR27_11-29-04.pdf to obtain Form LIR#27. Once approved by DLIR, *provide HHSC a copy of the certificate.*

Certificate of Good Standing. By law vendors are required to provide a Certificate of Good Standing from the Hawaii State Department of Commerce and Consumer Affairs (DCCA). Business are required to be registered to do business in the State of Hawaii. (Certificate of Good Standing not required for "Sole Proprietorship".)

Visit <http://www.ehawaii.gov/org/intials/> to register on-line, or to obtain a Certificate by phone call (808) 586-2727. *Provide HHSC a copy of the certificate.*

APPENDIX H

**EAST HAWAII REGION
SECURITY POLICIES AND PROCEDURES**

 <p><i>Policy and Procedure</i></p>	DEPARTMENT: Administration	Policy No.: HMC-SAF-02463
		Origination Date: 5/10
	Author(s): <u>Tracy Aruga, Safety Officer</u>	Revised:
	Owner:	Reviewed: 10/2015
	Approved By:	Supersedes: 850-115-08
		Page 56 of 67
Subject / Title		Attachments:
Security Officer – Shift Supervisor Responsibilities		Standard:

I. PURPOSE:

To provide a description of responsibilities for security shift supervisors assigned to Hilo Medical Center (HMC).

II. POLICY:

Security officers assigned as the shift supervisor (P-1), shall utilize this policy as a reference guide to his/her job duties and responsibilities.

III. Physical Demands:

Standing, sitting, walking, running, stooping/bending, climbing stairs, twisting body, seeing, hearing, speaking, lifting, carrying weight of 20 pounds up to 150 pounds, and pushing/pulling.

Security Officers assigned to HMC must complete both the initial Crisis Prevention Institute (CPI) certification course and the advance CPI Applied Physical Training course.

IV. Working Conditions:

Exposed to both inside and outside environmental conditions. Subject to heat if responding to a fire or medevac emergencies. Frequently exposed to irate patients. May be exposed to fire, chemical spills, gas leak and fumes, body fluids and communicable diseases. Working environment is sometimes unpredictable and may be subject to situations of verbal/physical abuse and violent acts of behavior.


V. Duties and Responsibilities:

- A.** Reports to the Safety Officer during normal working hours or Nursing Supervisor during the evening, night, off-shift, weekends and holidays, as needed for direction or guidance.
- B.** Conducts Proxipen surveillance patrols (or visual patrols if the ProxiPen is not available) of buildings, parking lots and grounds as assigned at the beginning of the shift; checks floors, windows, doors and gates; documents findings.
- C.** Observes the general conditions of buildings and equipment; detects and reports any unusual/unsafe conditions, situations, malfunctions of plumbing, air conditioning, lighting or electrical systems.
- D.** Provide protective services for those persons employed or visiting HMC's facilities.
- E.** Documents all incidents and discrepancies on Contractor's Incident Report Form and hospital's Event Report Form. Completed forms are expected to be submitted by the end of the corresponding shift that the incident or discrepancy took place.
- F.** Responds to fire alarms or other emergency codes applicable to a security officer.
- G.** Ensures fire drills are completed on the evening and night shift of each month. Participates in drills/exercises as required.
- H.** Utilizes fire-fighting equipment in accordance with training instructions and operational procedures.
- I.** Directs traffic when necessary and enforces traffic rules and regulations.
- J.** Enforces hospital's Parking Policy, which shall include issuing parking citations and utilization of the "parking boot" (installation and removal).
- K.** Provides escorts to and from vehicles upon request from staff.
- L.** Assist staff and physicians with out-of-control patients. Utilizes de-escalation techniques first before physically restraining patient. Uses minimum amount

of force necessary to safely bring situation under control. This may also apply to public disorders. Requests for other security officers if appropriate. Attends mandatory Basic CPI and Applied Physical Training certification courses.

- M.** Security officer responds to reports of patients who are attempting to leave HMC, but are still in need of nursing care. These are not patients who have signed AMA and are free to go; these may be patients who are confused and need assistance and encouragement to return to their rooms. This includes Code Silver (850-121-08, Code Silver: Resident/Adult Patient Elopement) patients. Security is to assist nursing staff in redirecting these patients back to their rooms for their own safety. If the patient is NOT re-directable, HPD is to be called for assistance.
- N.** Hilo Medical Center campus is defined as areas within 250 yards of the main buildings. If patients are within this area and in need of assistance, they are within the realm of the HMC security force UP TO THE EDGE OF THE WAILUKU RIVER. Beyond these areas HPD should be called to assist.
- O.** Apprehends and detains persons for criminal offenses committed on HMC's campus until police arrives.
- P.** Prepares the acute hospital for "Lockdown" after visiting hours are over and opens the hospital for normal business operation at 05:00.
- Q.** Unlocks the morgue entrance when mortuaries arrive to remove a body or when body removal personnel arrive to place a body in the morgue. Security Officer is authorized to co-sign deceased in/out of the morgue. Security Officer must verify the nametag on the body to ensure the appropriate body is being removed from morgue.
- R.** Accepts delivery of packages containing radioactive (GAMMA) material arriving at the hospital by FedEx, during other than normal working hours. The hospital's Radiation Safety Officer shall provide radioactive materials training.
- S.** Attends all mandatory Joint Commission Safety and other applicable in-service training.
- T.** Reads and signs applicable Letter of Memorandums issued by the hospital within 5 working days after received by the TWC G4S supervisor. Security Officers who work 24 or more hours per week at HMC will acknowledge receipt of each memo as it applies to their assigned post.
- U.** Orients new guards assigned to HMC.

- V.** Assist with accident/incident investigations and Root Cause Analysis investigations.
- W.** Monitors work performance of other security officers.
- X.** Reports to work in a clean, uniform appearance specified by the guards' employer.
- Y.** Participates on committees as assigned and attends meetings as required.
- Z.** Follows, implements and enforces HMC, Hawai'i Health Systems Corporation (HHSC), Health Insurance Portability and Accountability Act (HIPAA), Joint Commission (JC) and other regulatory and governing agency policies and procedures with patients, visitors and staff.
- AA.** Maintains a line of positive communication, promotes teamwork, and supports the HMC management team by promoting professional collaboration at all levels.

 <p><i>Policy and Procedure</i></p>	DEPARTMENT: Safety/Security	Policy No.: HMC-SAF-02670
	Author(s): <u>Tracy Aruga, Safety Officer</u>	Origination Date: 10/10
	Owner:	Revised:
	Approved By:	Reviewed: 10/2015
		Supersedes: 850-115-08
Subject / Title		Page 60 of 67
<p><u>SECURITY OFFICER</u> <u>JOB DESCRIPTION</u></p>		Attachments:
		Standard:

- VI. PURPOSE:** To provide a description of responsibilities for security officers assigned to Hilo Medical Center (HMC).
- VII. POLICY:** Security officers assigned to HMC shall utilize this policy as a reference guide to his/her job duties and responsibilities.
- VIII. Physical Demands:** Standing, sitting, walking, running, stooping/bending, climbing stairs, twisting body, seeing, hearing, speaking, lifting, carrying weight of 20 pounds up to 150 pounds, and pushing/pulling.
- Security Officers assigned to HMC must complete both the initial Crisis Prevention Institute (CPI) certification course and the advance CPI Applied Physical Training course.
- IX. Working Conditions:** exposed to both inside and outside environmental conditions. Subject to heat if responding to a fire or medevac emergencies. Frequently exposed to irate patients. May be exposed to fire, chemical spills, gas leak and fumes, body fluids and communicable diseases. Working environment is sometimes unpredictable and may be subject to situations of verbal/physical abuse and violent acts of behavior.
- X. General Duties and Responsibilities:**
- A.** Reports to the P-1 Security Shift Supervisor as needed for direction or guidance.

- B.** Observes the general conditions of buildings and equipment; detects and reports any unusual/unsafe conditions, situations, malfunctions of plumbing, air conditioning, lighting or electrical systems.
- C.** Provide protective services for those persons employed or visiting HMC's facilities.
- D.** Completes applicable department specific competencies.
- E.** Documents visitors upon entering the acute hospital during "lockdown" and prevents unauthorized persons from entering the acute hospital, such as individuals who appear "under the influence" of drugs or alcohol.
- F.** Documents all incidents and discrepancies on Contractor's Incident Report Form and hospital's Event Report Form. Completed forms are expected to be submitted by the end of the corresponding shift that the incident or discrepancy took place.
- G.** Responds to fire alarms or other emergency codes applicable to a security officer.
- H.** Participates in drills/exercises as required.
- I.** Utilizes fire-fighting equipment in accordance with training instructions and operational procedures.
- J.** Directs traffic when necessary and enforces traffic rules and regulations.
- K.** Enforces hospital's Parking Policy, which shall include issuing parking citations, utilization of the "parking boot" (installation and removal), or calling the authorized towing company.
- L.** Provides escorts to and from vehicles upon request from staff.
- M.** Assist staff and physicians with out-of-control patients. Utilizes de-escalation techniques first before physically restraining patient. Uses minimum amount of force necessary to safely bring situation under control. This may also apply to public disorders. Requests for other security officers if appropriate. Attends mandatory Basic CPI and Applied Physical Training certification courses.
- N.** Apprehends and detains persons for criminal offenses committed on HMC's campus until police arrives.
- O.** Unlocks the morgue entrance when mortuaries arrive to remove a body or when body removal personnel arrive to place a body in the morgue. Security Officer is authorized to co-sign deceased in/out of the morgue. Security Officer must verify

the nametag on the body to ensure the appropriate body is being removed from morgue.

- P.** Accepts delivery of packages containing radioactive (GAMMA) material arriving at the hospital by FedEx, during other than normal working hours. The hospital's Radiation Safety Officer shall provide radioactive materials training.
 - Q.** Attends all mandatory Joint Commission Safety and other applicable in-service training.
 - R.** Reads and signs applicable Letter of Memorandums issued by the hospital within 4 working days after received by the HSS supervisor. Security Officers who work 24 or more hours per week at HMC will acknowledge receipt of each memo as it applies to their assigned post.
 - S.** Orients new guards assigned to HMC.
 - T.** Assist with accident/incident investigations and Root Cause Analysis investigations.
 - U.** Reports to work in a clean, uniform appearance specified by the guards' employer.
 - V.** Follows, implements and enforces HMC, Hawai'i Health Systems Corporation (HHSC), Health Insurance Portability and Accountability Act (HIPAA), Joint Commission (JC) and other regulatory and governing agency policies and procedures with patients, visitors and staff. This includes HMC policies #543-115-02 - Security Guard Responsibilities for Behavioral Health and #578-115-01 - Security Guard Responsibilities for Emergency Department.
 - W.** Maintains a line of positive communication, promotes teamwork, and supports the HMC management team by promoting professional collaboration at all levels.
- i. Behavioral Health Department Job Duties:
- 1. Security officers will report to the charge nurse of team leader at the beginning of the officer's shift for an abbreviated report: census, condition of patients, risk status, discharges and other pertinent information. Officers will be notified of any changes during their shift.
 - 2. Be positioned so that he/she can see down both hallways and can view all patient doorways and bathroom entrances. The officer may be needed on the lanai or other areas of the unit as circumstances dictate.

3. Will remain part of the therapeutic milieu but should not engage in counseling or psychiatric intervention with the patients.
 4. Consult the nursing staff for the best course of action in any situation concerning a patient.
 5. Will assist, under the supervision of the charge nurse with placing patients in seclusion and/or restraints.
 6. Understand/advise patients of the smoking policy. Any infractions of the policy should be brought to the attention of the charge nurse.
 7. Monitor visitors on the Ilima Wing.
 8. All patients are to have only two visitors at a time. If more than two visitors are noticed at a time, the security officer shall notify the charge nurse. If the officer suspects that visitors are in possession of contraband, he/she shall notify the charge nurse.
 9. Make rounds and note where all patients are once per hour.
 10. Stand by to assist as directed by nursing staff.
- ii. Emergency Department Job Duties:
- A. Reports to the Charge Nurse or team leader at the beginning of the guard's shift for a report as to which patients need monitoring, such as psychiatric patients needing a security stand by, and what other duties need to be done.
 - B. Assists with inventory and search of the patient and belongings for contraband as indicated by the nursing staff. Valuables should be listed and then locked up. Refer to policy on Handling Patients' Valuables and Personal Items.
 - C. Assists with placing patients in seclusion and/or restraints under the supervision of the Charge Nurse. The guard should be knowledgeable in the application of restraints. All security guards will attend unit assault training.
 - D. Assists in crowd control and monitor of visitors. Only two visitors at a time are allowed. If there are more than two visitors noticed at a time, the officer should notify the Charge Nurse. The nursing staff will also inform the guard of situations when more than two visitors are allowed.
 - E. Notifies the Charge Nurse or Nursing Supervisor when there is a suspicion of patients and/or visitors of possessing contraband and standby to assist. Refer to policy on Search for Contraband.

- F. Assists with the transport of admitted psychiatric patients to the unit and combative or restrained patients to procedures such as x-ray or to the floor.
- G. The Security Officer assigned to the ED Lobby shall assist with visitor control and wheelchair retrieval.

**HAWAII HEALTH SYSTEMS CORPORATION
JOB DESCRIPTION**

JOB TITLE:

Security Attendant

DESCRIPTION SUMMARY:

Makes periodic rounds and checks the security of buildings, grounds, property and equipment to prevent damage, loss, pilferage, theft or trespass; observes and reports any unusual occurrences or property damage; reports any fires, unusual occurrences or evidence of potential hazards and takes protective measures necessary; and performs other duties as required.

GENERAL DUTIES AND RESPONSIBILITIES:

- A. Perform regular security checks and inspections of buildings, grounds, parking areas, etc. Follow FACILITIES safety and security policies and procedures when performing security checks, inspections and when responding to emergency or unusual situations. Read and become familiar with FACILITIES “Standard Operating Procedures”, as directed.
- B. Report and investigate all incidents and discrepancies (use CONTRACTOR developed or FACILITIES forms, as mutually agreed upon). Report unusual incidents, potential safety hazards and equipment/system malfunctions; determine nature of incidents, criminal/non-criminal, and request police assistance as necessary; provide written reports of incidents for appropriate follow-up investigations.
- C. Monitor FACILITIES traffic and direct authorized persons to their destinations. Unauthorized persons will be detained or questioning as to their purpose and destination. Monitor compliance with visitation guidelines and initiate control/eviction, as appropriate. Exercise “take down and restraint” procedures safely and carefully, and only if required.
- D. In the event of fire or a fire alarm, alert the local Fire Department, FACILITIES personnel and assist as necessary.
- E. Check parking areas for unauthorized vehicles; issue citations, initiate towing/removal action, as appropriate and required by the FACILITIES.
- F. Check FACILITIES doors and secure, if necessary, at regular intervals. Check medicine carts, drug cabinets at Nurse’s stations, food and supply storage areas, maintenance areas, etc., at regular intervals, as requested and determined by each FACILITY.

G. Assist and participate in FACILITIES-WIDE emergency disaster exercises, actual or drill, as necessary and as instructed by designated FACILITY officials.

H. Assist ambulance crews, law enforcement and emergency personnel, as required.

I. Other Security Attendant related duties, as assigned.

QUALIFICATIONS:

A. Knowledge & General Abilities.

1. Knowledge of general duties of a Security Attendant and availability of local protective and security agencies.

2. Give and receive simple oral and written instructions; follow prescribed routines in the performance of duties; stay awake nights and work alone for long hours either indoors or outdoors under varying weather conditions; observe and report anything unusual which might result in a loss or damage to equipment or property; prepare simple operational records; think and act quickly in an emergency, size up situations and decide on appropriate counter measures to prevent damage to property; get along well with others.

B. Experience.

1. A combination of one (1) year of training and/or work experience in the enforcement of generally accepted security practices and the protection of property.

2. Understand oral and written instructions; explain to others and apply laws, rules and regulations concerning the protection of property; observe situations and people accurately and adopt corrective course of action; prepare written reports.

C. Physical Health.

Good vision, hearing, physical condition and negative TB screening test prior to performing services and annually.

END OF DOCUMENT
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