



## *Contracts Management*

January 13, 2020

TO: Potential Vendors

Subject: Request for Quotations # 20-0291

The Hilo Medical Center, (HMC), of the East Hawaii Region of the Hawaii Health Systems Corporation, an Agency of the State of Hawaii, is soliciting a quotation for:

### **Ornish Program Catering**

Please review the requirements for providing the requested services below and if your firm is interested in providing these services, please provide a proposal on or before 2:00 PM (HST) February 5, 2020.

The quotation must address and contain at a minimum, the following:

1. Complete all information as requested in the attached Scopes of Services.
2. Provide resumes and related project experience of key personnel, including a list of relevant experience with similar projects;
3. Provide a per meal price as outlined in the Scope of Services, understanding there is no minimum or maximum meal purchased under this agreement. Amounts listed below are for historical purposes only, and do not commit HMC to purchase any amount of meals.
4. Written Acknowledgement agreeing to provide the meals and verifying the vendor is qualified pursuant to the requirements listed in the Scope of Services.

Please submit your firm's electronic copy no later than the date & time noted above addressed to the following:

**Hilo Medical Center**  
ATTN: Jeffrey E. Dansdill, CPPO, CPPB  
Senior Contracts Manager  
1190 Waianuenue Avenue  
Hilo, Hawaii 96720  
[jedansdill@hhsc.org](mailto:jedansdill@hhsc.org)

Proposals are to be uploaded to: <https://hawaiihealthsystemcorporation.sharefile.com/r-r34c14038ec140548>

Proposals received will be reviewed on a "Best Value" basis with the contract award being offered to the vendor whose total quotation is deemed to be in the best interest of Hilo Medical

Center and the State to accept. Evaluations will be based on price, technical proposal, and past performance.

Attached for your reference is a copy of the General Conditions that will be included in any subsequent contact awarded as part of this Request for Quotations. Questions regarding this Request for Quotations can directed to my attention at [jedansdill@hhsc.org](mailto:jedansdill@hhsc.org) or 808-932-3112. Thank you for your interest in providing Ornish Program catering services to Hilo Medical Center.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jeff Dansdill', with a stylized, cursive script.

Jeffrey E. Dansdill, CPPO, CPPB  
Senior Contracts Manager

**RFQ #20-0291**  
**ORNISH PROGRAM CATERING SERVICES**  
**SCOPE OF SERVICES**

1.00 Background: The Ornish Lifestyle Medicine is an evidence-based outpatient program that has been scientifically proven to reverse heart disease through significant changes in lifestyle which include nutrition, exercise, stress management and social support. The Program includes a very low fat, whole food, plant-based, vegetarian approach to eating that limits total daily fat to 10 % of calories and limits cholesterol to 10 mg a day. There are no animal foods allowed including meat, poultry, fish, seafood or products that include these foods. Limited servings of nonfat dairy and egg whites are allowed. Caffeine is restricted and sodium is limited in moderation, or as medically indicated (See Appendix 1 for a detailed description of Ornish Lifestyle Medicine: Nutrition Overview & Guidelines)

1.02 Term: The awarded contract term will be for a period of one year, with two (2) one (1) year renewal periods upon execution of a supplemental agreement signed by both parties.

1.03 Applicant's Contact Information:

Company Name and Address:	
Primary Contact Name and Title	
Primary Contact's Work Phone:	
Primary Contact's Mobile Phone:	
Primary Contact's Email:	
Secondary Contact Name, Title	
Secondary Contact Mobile Phone and Email	
Website URL	

2.00 Services to be Provided:

- 2.01 The Hilo Medical Center (HMC) request the services of a professional caterer (Contractor) to successfully implement an Ornish Lifestyle Management Program in accordance with the following:
- 2.02 Ornish Lifestyle Medicine Meals- Caterer Requirements.
- A. Each week, Contractor will be asked to prepare and deliver, buffet style service meals; 1-6 meals per week, as determined by demand, for each Ornish Program Cohort/Group, for a total of 9-27 meals, over a 9 week period, per Program Group.
1. Contractor will be provided a head count per week approximately 1 week in advance for each Cohort/Group.
  2. The number of Cohort/Groups at any one time, over a 9 week period may vary, depending on the demand and scalability. Over time, Contractor could be asked to prepare 4 – 6 meals per week over a 9 week period (e.g. for 2 or 3 different Cohort/Group at a time) or up to 8 Program Meals per week over a 9 week period (e.g. for 4 different Program Groups).
  3. Each Cohort/Group meets twice a week on 2 different days a week, (i.e. Monday and Wednesday or Tuesday and Thursday). When multiple groups are scheduled during a 9-week period, the program meals may be needed twice a day (with pre-determined delivery arrangements scheduled for once or twice a day) and/or meals may be needed on consecutive days of the week (i.e. 1-2 meals Monday–Friday).
  4. In the event a participant has food allergies or intolerances to foods in the menu cycle, accommodations will be asked to be made by the registered dietician as soon as they are identified.
- B. All Weekly Ornish Lifestyle Medicine meals must be prepared using the Approved Ornish Proprietary Recipes.
1. Contractor will access the Ornish Kitchen, a private portal for Ornish Lifestyle Medicine food service, including access to the Ornish recipes. To get an idea of the type of recipes Contractor might be preparing and type of ingredients used in those recipes, please go to and browse the sample lunch and dinner recipes on the [Three Day Menu](#) on the Ornish website.
  2. The Contractor shall be required to sign a Non-Disclosure/Confidentiality Agreement due to the confidential and proprietary nature of the Ornish Lifestyle Medicine recipes, which shall include employee and staff non-disclosure and confidentiality obligations.
- C. All Weekly Program Meals must be prepared according to the *Ornish Lifestyle Medicine* Nutrition Guidelines. See Ornish Lifestyle Medicine Nutrition Overview & Guidelines (Appendix 1)
1. The Ornish Menu Cycle (See Appendix 2), provides a sample menu cycle for the 9 week (18 session) Ornish Lifestyle Medicine Program.

2. Each program meal must be well-balanced and nutritionally adequate with a plant protein, whole grain or starchy vegetable; one or more servings of vegetables, including an optional fruit-based dessert.
3. Each meal should include the following:
  - a. Salad (approximately 2 cup serving size) or Soup (1 cup serving size)
  - b. Entrée (approximately 1 – 1 ½ cup serving size)
  - c. Sides (approximately ½ - 1 cup serving size; typically includes a vegetable or whole grain)
  - d. Dessert (approximately 1 fruit serving such as 1 cup of berries or 1 small serving of Ornish Reversal dessert such as ½ cup or 1 truffle)

### 3.00 Contractor Requirements

3.01 Contractor shall provide proof of the following in their Proposal, or at any time during the term of an awarded contract:

- A. SafeServe Certification or Approved Food Safety and Sanitation Certificate.
- B. Business License to operate a food business in an inspected and approved kitchen facility.

3.02 Required As a Condition of Being Awarded the Contract:

A. Food Service Training Requirement: Contractor's chef and cook(s) will be required to complete Food Service Training Program provided by Sharecare Ornish Lifestyle Medicine Executive Chef and Faculty Senior Registered Dietitian. The training provides a comprehensive overview of Ornish Lifestyle Medicine and Ornish Nutrition Guidelines with experiential training on the core culinary competencies required for quality assurance with the Ornish food service delivery for programs and events. Plant-based cooking and specific culinary techniques for cooking without added fats will be demonstrated such as roasting, caramelizing and sautéing without oil and creating creamy sauces and dressings with added fats. All chefs must pass the minimum training objectives outlined in the agenda for quality assurance.

1. The Food Service Training will be conducted online through the Empower website, taking approximately 6-8 hrs. The training may also consist of one, or a series, of conference calls with the national Ornish dietician and/or consultation by the onsite Ornish registered dietician. All training is to be completed prior to providing service to the Ornish Lifestyle Medicine program at HMC.

3.03 Start of Special Events and Meal Service: If awarded a contract, Contractor will be given an estimated schedule for the first Special Event (e.g. Open House, approximately 3 weeks after signing Contract; Launch, approximately 5 weeks after signing Contract and start of the first Program meal (e.g. 1<sup>st</sup> Program Meal of Menu Cycle, approximately 6 – 8 weeks after signing Contract).

- A. All Program Meals and Special Events will be drop off meals and platters for Buffet Style service and will not require any extra Serving Services by Contractor unless requested by HMC.
  - B. Contractor will not have to provide any service ware unless requested by HMC. Paper goods may be requested by HMC.
- 3.04 Visit to Contractor's Kitchen Facilities: If awarded a contract, HMC will tour Contractor's kitchen facility to ensure the facility is following safe and sanitary food practices.
- 4.00 Appendix
- 4.01 Appendix 1: Ornish Lifestyle Medicine: Nutrition Overview & Guidelines
- 4.02 Appendix 2: The Ornish Menu Cycle: 18 Sample Meals
- 5.00 The following are examples of Ornish Event Menus, the menu for events will be determined by client per event.
- 5.01 Instructions for Answering Questions
- A. Please respond to the following questions. Some of the questions will require a "YES" or "NO" answer, while others will require you to elaborate in greater detail. If you answer "NO" to any question, please indicate the service or terms that your company could provide.
  - B. The questions are designed to give us additional details about how you would propose to do business with us, so provide thorough and complete responses. Please supply any additional information being requested as attachments to this document and provide links depending on the information requested.
  - C. If your answers do not fit in the space provided, provide additional word documents and PDF's as attachments.
- 5.02 Areas of Expertise and Experience

**Questions about Experience**

**Please explain answers in boxes below**

Vegetarian or Vegan Cooking: If yes, please give examples of vegetarian or vegan menu items you've prepared.	<b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/>	
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Heart-Healthy Cooking (low-fat, low sodium). If yes, please give examples of Heart Healthy menu items you've prepared.	<b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/>	
Cooking without oil or added fats. If yes, please give examples of menu items you've cooked without oil or added fats.	<b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/>	
Ethnic Cuisines. If yes, please give examples of types of cuisines and menu items you've prepared.	<b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/>	
Food Restricted Diets such as gluten-free, food allergen-free. If yes, please give examples.	<b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/>	
Health Care Facility Cooking. If yes, please explain type of facility and what you prepared.	<b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/>	
Professional Cooking Demos. If yes, please explain.	<b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/>	
Recipe Development. If yes, please explain.	<b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/>	

### Company & Services

<input type="checkbox"/> Personal Chef <input type="checkbox"/> Catering Company Indicate if you are a Personal Chef or Catering Company	
How many years have you been in business?	
Describe the type of catering operation you have. Who are your primary clients/customers? Please give examples of type of clients and businesses you serve.	
How big is your operation? How many chefs/cooks do you have working for you? Their experience and expertise? What is the size of your total staff?	

What is the size of your kitchen facility and type of equipment you have in your kitchen?	
Is everyone in your kitchen trained in food sanitation and safety? <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> Please provide an explanation of your food sanitation and safety practices.	
What type of special catering services do you provide? Please give specific examples.	
Do you provide service ware, chafing dishes, linens and paper products if needed? <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> How do you charge/ price for the service ware and paper products. Please give specific examples. How do your price for those service wares? <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/>	
What are your staff and facilities capabilities to handle the RFQ's Scope of Services, especially as the number of meals for programs and Number of Events expand over a 52 week period. How would you handle the increase demand for Program Meals and Special Events on a weekly, monthly, quarterly and yearly basis?	

### Pricing

If yes, how much and please specify?

Do you require a deposit? What are your payment terms? Are you able to invoice and bill for food services on a net 30 day payment schedule instead of being paid in advance or at time of delivery?	<b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/>	
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Do you have any minimum order requirements?	<b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/>	
Delivery Services. How do you charge/price for your delivery services? Are they based on size of food order, distance to deliver, time of day, other? Please give specific examples. Are your delivery trucks refrigerated? How do you keep cold foods cold and hot foods hot while transporting them to your client's place of business?	<b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/>	
Do you offer any discount pricing? Under what terms?	<b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/>	
Do you have any cancellation policies? If yes, please explain.	<b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/>	
How much advance notice do you need before increasing or decreasing the number of persons being served prior to an event or meal without the client incurring any extra charges?		

#### **Vendors**

**If yes, which ones?**

Do you work with any local food vendors, local farms, specialty food vendors? Who are your major food suppliers?	<b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/>	
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6.00 On a Separate Word Document, Please Provide the Following Cost Estimates Regarding the Scope of the Contract:

6.01 Program Meal Pricing

- A. What would you charge per participant/person per meal for Ornish Lifestyle Medicine meals based on the sample Ornish Menu Cycle: 18 Sample Meals (see Appendix 2)
  - B. Note: Each Program Meal to include the following:
    - 1. Salad (approximately 2 cup serving size) or Soup (1 cup serving size)
    - 2. Entrée (approximately 1 – 1 ½ cup serving size)
    - 3. Sides (approximately ½ - 1 cup serving size; typically includes a vegetable or whole grain)
    - 4. Dessert (approximately 1 fruit serving such as 1 cup of berries or 1 small serving of Ornish Reversal dessert such as ½ cup or 1 truffle)
- 6.02 Please Also Consider the Following:
- A. How far in advance would you need a total count for the Program Meal?
  - B. Would you require any minimum number of people to serve?
  - C. Please base your pricing on delivery to the address given on page 1. Please base your pricing for a drop off delivery, buffet style service. No service personnel are required for the buffet service. If service was requested by client, please give separate pricing for service. Please also include pricing for any paper/plastic disposals that might be needed for service.
  - D. Beverages may or may not be requested. Please give separate price per person for beverage, based on a ginger lime spritzer or for a beverage similar to that.

**Appendix**  
**1**

## NUTRITION GUIDELINES

The Ornish Lifestyle Nutrition Rx includes a wide variety of whole grains, vegetables and fruits, legumes, soy foods, nonfat dairy products, egg whites with a limited amount of nuts, seeds, refined grains, sweets, approved low-fat packaged foods and alcohol. Choose fresh, whole, plant-based foods most of the time and limit processed and packaged foods.

NUTRITION RX GUIDELINES	
Your Nutrition Prescription for the Dietary Treatment of Heart Disease	
<b>Fat</b>	Low fat: approximately 10% of total calories per day
<b>Cholesterol</b>	Low cholesterol: $\leq 10$ milligrams
<b>Animal Products</b>	None (except nondairy products and egg whites)
<b>No Added Fats</b>	No added oils, butter, margarine, coconut and avocado
<b>Calories</b>	Unrestricted (unless otherwise recommended)
<b>Sodium</b>	Moderate sodium: $\leq 2300$ milligrams (unless medically indicated)
<b>Caffeine</b>	* Allowed for those who are not caffeine sensitive: $\leq 8$ ounces (1 cup) coffee; $\leq 2$ c decaf; $\leq 2$ c black or green tea (Green tea is preferred choice); or $\leq 2$ T cocoa
<b>Supplements</b>	Multivitamin/mineral: 100 % of RDAs (without iron for men and women who are post-menopausal) Omega-3s: 2-4 grams (see Omega 3 resource)

\*Caffeine allowed, but not encouraged. Caffeine should be avoided if sensitive to caffeine, history of anxiety or arrhythmias, with certain medical conditions, taking certain medications and if indicated by your physician. Participants should discuss caffeine intake with their physician.

## ENJOY THESE FOODS

**(6 + servings per day)**



### **Whole Grains**

Whole grains such as brown and wild rice, amaranth, buckwheat, barley, bulgur, farro, kasha, oats, millet, rye, triticale, teff, quinoa and other whole grains  
Whole grain varieties of low-fat breads, cereals, pasta and crackers



### **Starchy Vegetables**

Winter squash such as acorn, butternut, kabocha, delicata, pumpkin, potatoes with skin, parsnips, green peas and corn



### **Vegetables (3 + servings per day)**

All varieties of vegetables include leafy greens, cruciferous vegetables and vegetables high in antioxidants; vegetable juice in limited quantities



### **Fruit (2-4 servings per day)**

All varieties of fruit including fruits high in antioxidants; fruit juice in limited quantities



### **Protein (3-5 servings per day)**

#### **Legumes, soy foods and meat analogs/substitutes**

Beans, dried peas such as split peas and black-eyed peas, lentils, soy and soy foods such as tofu and tempeh, meat analogs/substitutes such as ground vegan crumbles made from soy, legumes, seitan and other plant-based sources

#### **Egg Whites**

Egg whites or egg substitutes



### **Nonfat Dairy Products (0-2 servings per day)**

Nonfat milk, nonfat yogurt, nonfat cottage cheese, nonfat cheese, nonfat sour cream and nonfat cream cheese



### **Refined Carbohydrates and Nonfat Sweets\* (0-2 servings per day)**

Refined carbs such as pasta, white bread, refined grains such as white rice, white flour  
Sweeteners such as maple syrup, honey, agave; nonfat sweets such as nonfat cookies, candy or frozen yogurt



### **Low fat Foods\* (0-3 servings per day)**

Limited amount of select nuts and seeds such as almonds, walnuts, pecans, pistachios, peanuts, flax seeds, chia seeds, sunflower seeds  
Approved low-fat packaged foods with  $\leq 3$  grams of approved fat per serving (see label reading handout)



### **Alcohol\* (0-1 serving per day, unless medically indicated to avoid)**

Beer, wine or liquor

## Appendix 2

Session	Salad/Soup	Entrée	Sides	Dessert	Condiments
<b>Taco Bar</b>	Citrus Salad	Smoky Bean Tacos	Mexican Slaw	Mexican Truffles	Smoky Chipotle Sauce, Edamole
<b>Moroccan</b>	Mediterranean Salad	Moroccan Vegetable Stew	Quinoa	Minted Pineapple	
<b>Veggie Burgers</b>	Coleslaw	Black Bean Burger	Baked Fries	Sliced Watermelon	Vegan Mayo, Ketchup, Mustard, Pickles
<b>Pasta Marinara</b>	Mixed Greens with Italian dressing	Tuscan Marinara with White Beans and Spinach	Vegetable Rainbow with Herbes de Provence	Fresh Fruit	
<b>Tofu Teriyaki</b>	Mixed Greens with Lemon Miso Dressing	Tofu Teriyaki	Bok Choy	Poached Pears	
<b>Lentil Loaf</b>	Mixed Greens Salad with Italian Dressing	Lentil Loaf with Smoky Chipotle Sauce	Mashed Cauliflower	Mixed Berries	Mushroom Gravy
<b>Bean Stew</b>	Mixed Greens with Lemon Cumin Dressing	Hearty Three-Bean Veggie Stew	Corn Bread	Sliced Watermelon	
<b>Falafel</b>	Mediterranean Salad	Falafel	WG Pita Bread	Minted Pineapple	
<b>Mushroom Stroganoff</b>	Mixed Greens with Balsamic Dressing	Portobello Mushroom Burgers	Baked Sweet Potato Fries	Seasonal Fruit Parfait	
<b>Red Quinoa Crusted Tofu</b>	Indian Lentil Soup	Red Quinoa Crusted Tofu	Simple Greens	Sliced Melon	
<b>Portobello Mushroom Burger</b>	Green & White Beans Salad	Portobello Mushroom Burgers	Baked Sweet Potato Fries	Seasonal Fruit Parfait	
<b>Tofu Katsu</b>	Mixed Greens with Lemon Miso Dressing	Tofu Katsu	Brown Rice or Quinoa Bok Choy	Poached Pears	
<b>Southwestern Beans and Polenta</b>	Mixed Greens Salad with Lemon Cumin Dressing	Southwestern Beans and Polenta	Simple Greens	Fresh Fruit of Choice	
<b>Tofu Egg</b>	Mixed Greens	Tofu Egg Salad	White Bean and	Mixed Berries	

<b>Salad Sandwich</b>	Salad with Lemon Cumin Dressing	Sandwich	Carrot Soup	
<b>Pasta Carbonara</b>	Mixed Greens Salad with Italian Dressing	Pasta Carbonara		Cocoa Truffles
<b>Enchiladas</b>	Citrus Confetti Salad	Tempeh Enchiladas	Edamole, <i>optional</i>	Minted Pineapple
<b>Asian Stir Fry</b>	Mixed Greens with Lemon Miso Dressing	Asian Stir Fry	Brown Rice	Mandarin Orange Slices
<b>Lasagna</b>	Mixed Greens Salad with Italian Dressing	Spinach Mushroom Lasagna		Chocolate Pudding with Fresh Berries

1. This is a sample menu cycle for the Ornish Lifestyle Medicine Programs. All the recipes are on Ornish Kitchen under the recipe category Recipes at 20. You may choose other recipes from Ornish Kitchen, but all recipes are required to be from Ornish Kitchen that are served at Ornish Lifestyle Medicine Programs and events, with the exception of potlucks. All menus served at Ornish Lifestyle Medicine Programs must nutritionally adequate and adhere to the menu standards.
2. All menus on the Ornish Lifestyle Medicine Menu Cycles provide nutrition adequacy and adhere to the Ornish Lifestyle Medicine Nutrition Rx and the food service nutrition guidelines. All the nutrition facts for the recipes are available on Ornish Kitchen. Each meal should contain Ornish Lifestyle Medicine nutrition menu standards:
  - A. Protein: 20 + grams / meal Fat: ≤ 8 grams/meal Saturated Fat: ≤ 2 grams/meal Cholesterol: ≤ 5 mg /meal Fiber: ≥ 8 grams/meal Sodium: Entrée ≤ 600 mg; Sides: ≤ 150-300 Added Sugar: ≤ 8 gm
3. To simplify salad and desserts, you can choose these simple and cost-effective options in exchange for suggested salad or dessert on the menu cycle:
  - A. Provide a simple mixed greens or a salad bar of mixed greens with salad bar fixings such as chopped fresh veggies with nonfat salad dressings (Ornish Kitchen dressings or nonfat Ornish-friendly, bottled dressings)
  - B. Substitute dessert for fresh fruit of choice We highly recommend including 1-3 Potluck dinners into the menu cycle which allows participants to sign-up, prepare and bring dishes for a potluck meal for the Cohort to share.

# **HAWAII HEALTH SYSTEMS CORPORATION GENERAL CONDITIONS (SHORT FORM)**

**OTHER TERMS AND CONDITIONS.** The General Conditions (Short Form) are attached hereto and made a part of this Agreement. In the event of a conflict between the General Conditions (Short Form) and the vendor terms and conditions, the General Conditions (Short Form) shall control.

1. **CONTRACTOR EXCLUSION FROM FEDERAL PROGRAMS.** CONTRACTOR warrants 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 sentences are true and to immediately cancel this Agreement in the event they are violated.
2. **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 federal, state, or county law or regulation.
3. **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.
4. **UNILATERAL RIGHTS OF HHSC.** HHSC may take the following actions in writing at any time during the pendency of this Agreement: (1) Terminate the Agreement in whole or in part for the convenience of HHSC. Any such termination shall be done in good faith and not arbitrarily or capriciously; (2) Order changes in the work within the scope of the Agreement; (3) Order changes in the time of performance of the Agreement that do not alter the scope of the work of the Agreement; (4) Suspend or stop the work provided for in the Agreement for a period not to exceed sixty (60) days. If any adjustments in price are occasioned by such actions on the part of HHSC, or by variations in quantity for definite or indefinite quantity Agreements, the price adjustments shall be made pursuant to the provisions of Section 103D-501(b), Hawaii Revised Statutes, or, for Agreements not governed by Chapter 103D HRS, then by mutual agreement of the parties.
5. **TERMINATION FOR 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, or any extension thereof, or commits any other substantial breach of this Agreement, HHSC 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. CONTRACTOR shall not be in default if the cause of the delay or failure in performance arises out of causes such as: acts of God, acts of a public enemy, fires, floods, epidemics or labor disputes.
6. **VOLUNTARY TERMINATION.** Either party may, in its sole discretion, terminate this Agreement without cause upon giving the other party at least sixty (60) days prior written notice. As of the effective date of termination, neither party shall have any further rights or obligations under said Agreement except: (1) As otherwise provided in this Agreement; (2) for rights and obligations accruing prior to the effective date of termination; or (3) rights arising as a result of any breach of the this Agreement.
7. **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.

8. **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. This specifically includes Sections 103-55 and 103-55.5, Hawaii Revised Statutes, dealing with wages, hours and working conditions of employees of contractors providing services or construction. Other laws which may be applicable to contractors may include, but not be limited to: HRS Chapters 383, 386, 387, 392, and 393. It shall be the responsibility of the CONTRACTOR to determine applicability and comply with the law.
9. **WARRANTIES.** CONTRACTOR warrants that it has all legal rights, title and interest in all products or goods sold, leased or licensed to HHSC. CONTRACTOR also warrants that such products substantially conform to all descriptions, specifications, representations, schedules and publications of CONTRACTOR and/or orders. Unless the warranty period provided by CONTRACTOR is longer, CONTRACTOR warrants that all products provided by CONTRACTOR shall be free from defects in materials, performance, workmanship and design for a period of one year. The warranty period shall commence after Acceptance, as defined in this Agreement. CONTRACTOR further warrants that it will perform any services required under this Agreement with promptness, diligence and in accordance with prevailing standards in the industry to the reasonable satisfaction of HHSC.
10. **ACCESS TO BOOKS AND RECORDS.** If the value or cost of services rendered to HHSC pursuant to this Agreement is Ten Thousand Dollars (\$10,000.00) or 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 requests 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 subcontracts shall contain and CONTRACTOR shall enforce a clause to the same effect as paragraph 10.a immediately above.The availability of CONTRACTOR'S and subcontractor's books, documents and records shall be subject at all times to all applicable legal requirements, including, without limitation, such criteria and procedures for seeking and obtaining access that may be promulgated by the Secretary by regulation. The provisions of these paragraphs relating to access to books and records shall survive the expiration or other termination of this Agreement regardless of the cause of such termination.
11. **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](http://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, contractors, and subcontractors 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.

12. **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 (<http://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.
13. **INSURANCE.** The CONTRACTOR shall obtain, maintain, and keep in force throughout the time of performance of services under this Agreement general and professional liability insurance issued by an insurance company authorized to do business in the State of Hawaii in an amount of at least ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence and THREE MILLION AND NO/100 DOLLARS (\$3,000,000.00) aggregate. HHSC shall be named as an additional insured under the CONTRACTOR'S policies for any liability arising out of or resulting from occurrences during or in connection with the performance of the CONTRACTOR'S services under this Agreement. At the request of HHSC, CONTRACTOR will provide HHSC a certificate of insurance showing compliance with these provisions. CONTRACTOR shall carry workers' compensation insurance in accordance with applicable law.
14. **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.
15. **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.
16. **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.
17. **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](http://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.

18. **COSTS AND EXPENSES.** Any reimbursement due the CONTRACTOR for per diem cost and transportation expenses under this Agreement is subject to the following limitations:
  - a. Reimbursement for air transportation shall be 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.
  - c. 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.
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. CONTRACTOR shall comply with Haw. Rev. Stat. Chapter 103, as applicable.
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 the 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. **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.

**[End of Document]**