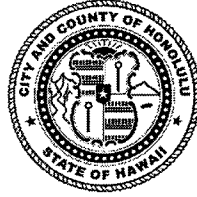


SOLICITATION DOCUMENT NO. RFB-DCS-2064010



NOTICE TO OFFERORS
Request for Sealed Bids (RFB)

SOLICITATION CATEGORY: Goods/Services

DESCRIPTION: Services for Older Adults

REQUESTING AGENCY: Department of Community Services

INITIAL DEADLINE FOR OFFERS:	FINAL DEADLINE FOR OFFERS:
COMPETITIVE SEALED BIDS for <u>immediate consideration</u> shall be received no later than:	COMPETITIVE SEALED BIDS for <u>final consideration</u> shall be received no later than:
Close Time: 2:00 P.M. H.S.T.	Close Time: 2:00 P.M. H.S.T.
Close Date: October 16, 2026	Close Date: December 31, 2027
Location: Division of Purchasing Department of Budget and Fiscal Services 530 South King Street, Room 115, City Hall Honolulu, Hawai'i, 96813	Location: Division of Purchasing Department of Budget and Fiscal Services 530 South King Street, Room 115, City Hall Honolulu, Hawai'i, 96813

Unless otherwise stated in the solicitation, Competitive Sealed Bids received by the Initial Deadline shall be read aloud at the public bid opening held shortly thereafter the Initial Deadline for Offers, as amended.

Bids may be submitted at any time beyond the Initial Deadline to be considered for award under this solicitation, but no later than the Final Deadline stated above.

Questions relating to this solicitation shall be directed to Reid Goto at bfspurchasing@honolulu.gov.

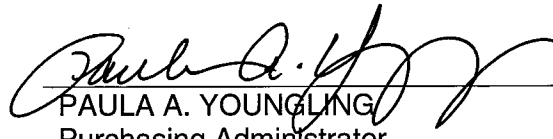

PAULA A. YOUNGLING
Purchasing Administrator

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APPENDIX C: PRICING/CERTIFICATIONS **[TO BE SUBMITTED]**

- Exhibit 1: Verification of Qualification Form **[TO BE SUBMITTED FOR EACH SERVICE THAT THE OFFEROR BIDS]**

APPENDIX D: SPECIAL PROVISIONS

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NOTICE TO OFFERORS - SCHEDULE OF EVENTS

All times indicated are Hawai'i Standard Time (H.S.T.).

Deadline to Submit Request for Clarifications/Substitutions:	September 30, 2026
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Last Day to Issue Addenda:	October 6, 2026
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INITIAL DEADLINE FOR OFFERS:	October 16, 2026 2:00 PM HST
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FINAL DEADLINE FOR OFFERS:	December 31, 2027 2:00 PM HST
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NOTICE TO OFFERORS – SPECIAL INSTRUCTIONS TO OFFERORS

I. GENERAL INSTRUCTIONS TO OFFERORS FOR THE CITY AND COUNTY OF HONOLULU DATED 02/09/2017

The General Instructions to Offerors for the City and County of Honolulu dated 02/09/2017 shall apply. If not physically attached, it shall be incorporated by reference herein and referred to as the "General Instructions." Copies may be obtained online at www.honolulu.gov/pur; click on the link titled: "Instructions, Terms & Conditions."

In the event the Special Instructions to Offerors conflicts with the General Instructions, the Special Instructions to Offerors will prevail as the governing provision.

II. PREPARATION OF OFFER AND QUALIFICATIONS

Bids for immediate consideration must be submitted no later than the referenced Initial Deadline. Bids submitted beyond the Initial Deadline but no later than the Final Deadline, may also be considered for award under this solicitation. Bids submitted beyond the Initial Deadline must not be for any item already awarded under this solicitation.

The Offeror's bid submission shall consist of Appendix C: Pricing/Certifications; Exhibit 1: Verification of Qualification Form; and copies of license(s) and/or certificate(s) as applicable.

A. Appendix C: Pricing Certifications

Proposed bid prices for services as stated in Appendix A: Scope of Work and unit of measure for those services with this Appendix C: Pricing/Certifications. **All required signatures in Appendix C: Pricing Certifications shall be original; no digital signatures or copies shall be allowed.**

B. Exhibit 1: Verification of Qualification Form

Each Offeror must submit a Verification of Qualification Form **for each service that the Offeror bids**. The CITY reserves the right to determine qualification of the Offeror using information as provided in the form. A copy of the form is attached as Exhibit 1 and includes:

1. Offeror's business name and contact information.
2. Number of years in operation and delivering the service as stated in Appendix A: Scope of Work. As part of this solicitation, the Offeror must have operated a business of similar scope and clients for at least one (1) year.
3. Qualifying Statement
4. Organizational Capacity
5. Geographic service delivery area

6. Quality of Awards, Letters of Appreciation/Commendation
7. Two (2) references to verify information submitted as part of this solicitation. The CITY reserves the right to request additional references to determine qualification of the Offeror as needed.

C. License and Certificates

The Offeror shall provide license(s) and/or certificate(s), as applicable, in accordance with Federal, State and County regulations within three (3) calendar days of the City's request. Failure to comply with or failure to meet the above requirements may be sufficient cause for the rejection of offer.

D. Wages, Hours and Working Conditions of Employees of Contractors Supplying Services

The provisions of HRS §103-55 shall apply to this solicitation. **Non-profit entities are not subject to this provision pursuant to HRS 103-55(f).** If applicable, the Offeror shall complete the Wages, Hours and Working Conditions Certificate in Appendix C: Pricing/Certifications. The City may reject an offer without a completed Wages, Hours and Working Conditions Certificate, if required.

III. METHOD OF AWARD

The CITY shall award master agreement contract(s) by item(s) to the responsive, responsible Offeror(s) that demonstrates competence and ability to perform the solicitation's Scope of Work at fair and reasonable prices. The CITY reserves the right to determine qualification of the Offeror with all awards subject to the availability of funding.

This solicitation is intended to establish a Vendor List for senior services.

IV. HAWAII COMPLIANCE EXPRESS (HCE) COMPLIANCE

To be considered for award, the Offeror must comply with applicable laws including Federal and Hawai'i State tax, labor, and business registration requirements. To ensure compliance, the Offeror must register with the State of Hawai'i Compliance Express System (<http://vendors.ehawaii.gov>).

Offerors must be registered as "compliant" and may submit this certificate with their offer, to expedite the award process. **The CITY reserves the right to reject an offer if the Offeror does not submit all certificates and other required documentation within ten (10) calendar days of the City's request.** Failure to comply with or failure to meet the above requirements may be sufficient cause for the rejection of offer.

V. OFFER PRICE

Offer price shall include all expenses to perform the services as specified, including all incidental or implied work such as but not limited to all the necessary labor, fees, freight, materials, and applicable taxes.

VI. COST/PRICING ANALYSIS

The CITY reserves the right to request cost data to conduct a cost analysis. Pursuant to HAR §3-122-35 and §3-122-123, this cost data will be used to determine if the offer is fair and reasonable. Information provided by the Offeror may remain confidential and proprietary in accordance with HRS §92F-13(3).

Delete Section 6.9 Cost Analysis Data of the General Instructions to Offerors dated 02/09/2017 in its entirety and replace with the following:

“6.9 Cost Analysis Data

The City reserves the right to request cost data to conduct a cost analysis. Pursuant to HRS 103D-312 and HAR 3-122 Subchapter 15, this cost data will be used to determine if the offer is fair and reasonable. Information provided by the Offeror may remain confidential and proprietary in accordance with HRS 92F-13(3).”

VII. SAMPLE OF CONTRACT

A sample of the City and County of Honolulu’s contract form is included as Notice to Offerors: Attachment 1. Any questions regarding the CITY’s contract form shall be submitted prior to the solicitation’s deadline to submit Request for Clarifications/Substitutions.

VIII. GENERAL INSTRUCTIONS TO OFFERORS DATED 02/09/17 – SOLICITATION ADDENDA

Section 2.19 Solicitation Addenda (b)(2) of the General Instructions to Offerors dated 02/09/17 is deleted in its entirety.

The City is posting all formal solicitations on the State of Hawai‘i – Hawai‘i Awards & Notices Data System (HANDS) (<https://hands.ehawaii.gov/>) for goods, services, construction, grants and concessions. HANDS gathers information from multiple state and county procurement platforms and displays it all in one place. Offerors are solely responsible to check the HANDS website for any updates and addenda issued by the City.

IX. HAWAII BIDDER PREFERENCE

Hawaii Bidder Preference does not apply to this solicitation.

X. WAGES, HOURS AND WORKING CONDITIONS OF EMPLOYEES OF CONTRACTORS SUPPLYING SERVICES

The provisions of HRS §103-55 shall apply to this solicitation. If applicable, the Offeror shall complete the Wages, Hours and Working Conditions Certificate in Appendix C: Pricing/Certifications. The City may reject an offer without a completed Wages, Hours

and Working Conditions Certificate. **Non-profit entities are not subject to this provision pursuant to HRS 103-55(f).**

NOTICE TO OFFERORS - ATTACHMENT 1: SAMPLE CONTRACT

CONTRACT NO. XX-XXX-XXXXXXX
SOLICITATION NO. RFB-DCS-2064010

THIS AGREEMENT (or "Agreement"), made and entered into on _____, by and between the CITY AND COUNTY OF HONOLULU, a municipal corporation existing under and by virtue of the laws of the State of Hawai'i, with offices at Honolulu Hale, 530 South King Street, Honolulu, Hawai'i 96813, hereinafter called the "CITY" (or "City"), and [CONTRACTOR'S LEGAL NAME] whose principal place of business is [CONTRACTOR'S ADDRESS], hereinafter referred to as the "CONTRACTOR" (or "Contractor").

WITNESSETH THAT:

WHEREAS, the CITY desires to engage the CONTRACTOR to [Project Description] and

WHEREAS, a solicitation for bids and the selection of the CONTRACTOR were made in accordance with section 103D-302, Hawai'i Revised Statutes (HRS) and the related Hawai'i Administrative Rules (HAR). The CONTRACTOR has been identified as a responsible and responsive bidder, whose bid meets the requirements and criteria set forth in the invitation; and

WHEREAS, the CONTRACTOR is willing and able to provide the services set forth in this Agreement;

NOW, THEREFORE, the City and the CONTRACTOR, in consideration of the foregoing and of the mutual promises hereinafter set forth, the sufficiency and adequacy of which are hereby acknowledged, and intending to be legally bound, hereby mutually agree as follows:

1. This Contract and the following documents, appendices and exhibits collectively form the "Agreement" or "Contract Documents", all of which are attached hereto and incorporated herein:

This Contract

Appendix A: Scope of Work

Appendix B: Term/Schedule of Work

Appendix C: Pricing/Certifications

Appendix D: Special Provisions

Appendix E: General Terms and Conditions

The Contract Documents as listed hereinabove are in the order of controlling preference should there be any conflict in the terms of the Contract Documents.

2. The CONTRACTOR shall furnish all services, labor, goods, materials, supplies, equipment and other incidentals reasonably necessary for the successful completion of the work contemplated under Appendix A: Scope of Work and this Agreement.

3. The CITY agrees to pay the CONTRACTOR for the satisfactory performance and completion of the services to be rendered during the duration of this AGREEMENT in accordance with the payment schedule and provisions, all set forth in the AGREEMENT and at the rate or rates set forth in Appendix C: Pricing/Certifications.

4. The CONTRACTOR shall perform said work in an efficient manner so as entirely to complete and perform said work within the time set forth in Appendix B: Term/Schedule of Work.

IN WITNESS WHEREOF, this AGREEMENT is executed by the duly authorized officer or agent of the CITY and the CONTRACTOR.

CITY AND COUNTY OF HONOLULU	CONTRACTOR'S LEGAL NAME
BY:	BY:
PRINTED NAME:	PRINTED NAME:
TITLE: Director, Department of Budget and Fiscal Services	TITLE:
DATE:	DATE:

APPROVED AS TO FORM AND LEGALITY

Deputy Corporation Counsel

APPENDIX A: SCOPE OF WORK

I. OVERVIEW

The CONTRACTOR shall furnish all necessary supervision, equipment, supplies, administrative support, and personnel to provide services, on an “as-needed” basis, to help maintain the independence of elderly persons, sixty (60) years of age or older that meet the target population requirements.

A. Elderly Affairs Division

The purpose of the City and County of Honolulu, Department of Community Services' (DCS), Elderly Affairs Division (EAD), as an Area Agency on Aging (AAA) is to develop a coordinated and comprehensive system of services for adults sixty (60) years of age or older, on O'ahu, to lead independent, meaningful, and dignified lives in their own homes and communities for as long as possible.

To achieve this mission, EAD supports, advocates for, and provides funding for essential gap filling services for older adults and caregivers on O'ahu. Additionally, EAD serves as the intermediary that coordinates and facilitates service deliveries. The following specifications outline the services within the planning and service area.

B. The Federal Government's "Older Americans Act"

Congress passed the Older Americans Act (OAA) in 1965. The OAA established the National Aging Network, which supports a range of home and community-based services, such as nutrition programs, in-home services, legal services, healthy aging programs, and caregiver support programs. The intent of the OAA is to promote the dignity of older adults by providing services and supports that enable them to remain independent and productive in their own homes and communities, for as long as possible.

1. Title III–B Supportive Services

Supportive Services provide a range of social services to help older adults remain in their own homes and communities. The following services are currently funded under this section:

- a. Health Education
- b. Housing Assistance
- c. Legal Assistance
- d. Group Transportation

2. Title III–C Nutrition Programs

The Nutrition Programs are designed to promote the general health and well-being of older adults and include the provision of congregate and home-delivered meals, as well as nutrition-related supportive services. These services are intended to:

- a. Reduce hunger and food insecurity;
- b. Promote socialization;
- c. Delay the onset of adverse health conditions; and
- d. Provide nutrition education to support healthy eating behaviors and informed food choices consistent with the dietary needs of older adults.

3. Title III–D Disease Prevention and Health Promotion Programs

As of October 1, 2016, the Administration for Community Living (ACL) required that all programs funded through Title III-D be evidence-based. Programs receiving Title III-D funding, including all associated activities, shall meet one or more of the following criteria:

- a. Complies with the ACL’s definition of Evidence-Based Programs - <https://acl.gov/programs/health-wellness/disease-prevention>
 - i. Demonstrated through evaluation to be effective for improving the health and well-being or reducing disease, disability and/or injury among older adults;
 - ii. Proven effective with older adult population, using Experimental or Quasi-Experimental Design. Experimental designs use random assignment and a control group while Quasi-experimental designs do not use random assignment;
 - iii. Research results published in a peer-review journal;
 - iv. Fully translated in one or more community site(s). For purposes of the Title III-D definitions, being “fully translated in one or more community sites” means that the evidence-based program in question has been carried out at the community level (with fidelity to the published research) at least once before. Sites should only consider programs that have been shown to be effective within a real-world community setting; and
 - v. Includes developed dissemination products that are available to the public.
- b. Is considered an “evidence-based program” by any operating division of the U.S. Department of Health and Human Services (HHS) and is shown to be effective and appropriate for older adults.
- c. An HHS division has included the program on a registry of evidence-based programs, or has reviewed it and deemed it evidence-based:
 - i. ACL: Aging and Disability Evidence-Based Programs and Practices: <https://www.acl.gov/node/619>

- ii. National Council on Aging (NCOA):
<https://www.ncoa.org/evidence-based-programs/>
- iii. Evidence-Based Leadership Council - (New site in collaboration with other organizations):
<https://pmc.ncbi.nlm.nih.gov/articles/PMC4410421/>
- iv. Evidence-Based Cancer Control Programs (EBCCP) formerly (National Cancer Institute: Research-Tested Intervention Programs (RTIPs)):
<https://ebccp.cancercontrol.cancer.gov/index.do>

4. Title III–E Caregiver Programs

Caregiver Programs are designed to meet the caregiver’s immediate needs to enhance the quality of life for care recipients, as well as the caregivers. The services address the need for older adults who are frail, reclusive, disabled, or depressed to maintain their functioning at an optimum level (within the constraints of their physical condition) with the help of a caregiver. Caregiver support programs also provide an opportunity to address both the social and the physical well-being for the caregiver. Program services directed at supporting caregivers include:

- a. Individual counseling, support groups, and training to assist the caregivers in making decisions and solving problems relating to their caregiving roles;
- b. Respite care to temporarily relieve caregivers from their responsibilities;
- c. Supplemental services, on a limited basis, to complement the care provided by caregivers; and
- d. Assistance to caregivers in gaining access to supportive services; and information to the public about resources and services available.

C. The State’s “Kūpuna Care Program”

Kūpuna Care (KC) is a State-sponsored program which may provide an array of long-term services and supports to address the needs of Hawai’i’s older adults to age in place, avoid institutionalization, and to provide support services to caregivers in their effort to assist older adults to continue residing in their homes. The priority will be to meet the long-term care needs of older adults unable to live at home without adequate help to perform their Activities of Daily Living (ADLs) and Instrumental Activities of Daily Living (IADLs). The following are services offered under the program for both care recipients and caregivers:

1. Services for Care Recipient

- a. Attendant Care
- b. Case Management
- c. Care Coordination
- d. Chore
- e. Home Delivered Meals
- f. Homemaker
- g. Personal Care
- h. Transportation
- i. Assisted Transportation
- j. Para Transportation
- k. Ride Share Transportation

2. Respite/Support Services for Caregivers

- a. Adult Day Care – Adult Day Care services are provided to care recipients for the primary purpose of offering respite and support to unpaid caregivers, thereby enabling continued caregiving and preventing institutionalization.
- b. Caregiver Support Services
- c. Respite Care

3. The State’s “Healthy Aging Partnership Funds”

The PROVIDER shall provide and/or manage the delivery of support services for the following Evidence-Based health promotion Programs:

- a. Stanford Chronic Disease Self-Management Education
- b. Evidence-Based Falls Prevention Programs to increase the overall quality of life for Older Adults or Caregivers within the City and County of Honolulu.

D. The CITY’s “General Funds” - Kūpuna Nutrition

For FY2027, the CITY approved funding to support the Department of Community Service’s (DCS) Elderly Affairs Division (EAD) to support the following Kūpuna nutrition and social support programs:

- a. Home Delivered Meals
- b. Congregate Dining
- c. Shelf Stable Meals (to address emergency preparedness)
- d. Locally Produced Fruits and Vegetables – (Green Bag)

II. SERVICE AREA

Services are available to eligible persons residing on the island of O’ahu.

III. TARGET POPULATION

A. The Federal Government’s “Older Americans Act”

1. Title III–B Supportive Services

Services are targeted to disabled, frail, and/or isolated residents who are sixty (60) years of age or older, on an “as-needed” basis.

Priority will be given to older adults with the greatest economic need, greatest social need, and/or are at risk for institutional placement, with particular attention to those who are low-income, minority, with limited English proficiency, and/or residing in rural areas.

2. Title III–C Nutrition Programs

a. Congregate Dining

Services are targeted to disabled, frail, and/or isolated residents on O’ahu, who are sixty (60) years of age or older, on an “as-needed” basis, or are an individual with disabilities who are not older adults, but who reside in housing facilities occupied primarily by older adults at which congregate nutrition services are provided.

b. Home Delivered Meals

Services are targeted to qualified older adults who are sixty (60) years of age or older, homebound and frail, and meet the Nutrition Service Standards for Congregate and Home Delivered Meals Program, Title III-C of the Older Americans Act, as amended.

Priority will be given to older adults with the greatest economic need, greatest social need, and/or are at risk for institutional placement, with particular attention to those who are low-income, minority, with limited English proficiency, and/or residing in rural areas.

i. Nutrition Service Standards for the Congregate and Home-Delivered Meals Program, Title III-C of the Older Americans Act -

https://acl.gov/sites/default/files/2025-01/OAAregs_TitleIII-C1C2-NSIP_ACL.pdf

ii. A home delivered meal may also be provided to an individual who meets any of the following criteria:

- a) A spouse who provides care to the older adult receiving meals shall be eligible to receive meals regardless of the spouse’s age (The two (2) ADL requirement is not applicable);
- b) Disabled persons that reside in the same household of an older person who receives nutrition services (and are not eligible for similar services through other programs); or

- c) Individuals who provide volunteer services to the nutrition program during meal hours.

3. Title III–D Disease Prevention and Health Promotion

Services are targeted to disabled, frail, and/or isolated residents on O‘ahu, who are sixty (60) years of age or older, on an “as-needed” basis.

Priority will be given to older adults with greatest economic need, greatest social need, and/or are at risk for institutional placement, with particular attention to those who are low-income, minority, with limited English proficiency, and/or residing in rural areas.

4. Title III–E Caregiver Programs

Services are targeted to family caregivers who provide the primary care to disabled, frail and/or isolated residents on O‘ahu, who are sixty (60) years of age or older. Older relative caregivers who are fifty-five (55) years of age or older and caring for grandchildren under 18 years of age or related adults with disabilities may also be eligible to receive services.

Care recipients must be living in their own homes (rentals included), and should not be residing in an institution, an Intermediate Care Facility (ICF), Skilled Nursing Facility (SNF), Adult Residential Care Home (ARCH), Hospital, Foster Family Home (Residential Alternative Community Care Program) (RACCP), or other alternative living environment that provides programs to those who need custodial care.

Priority will be given to family caregivers who provide the primary care for individuals with Alzheimer’s disease and related disorders with neurological and organic brain dysfunction, and to family caregivers who are also older adults that are frail, at risk for institutional placement, have economic needs, and/or have social needs; with particular attention to those who are low-income, minority, have limited English proficiency, and/or reside in rural areas.

B. The State’s “Kūpuna Care Program”

Services are targeted to disabled, frail, and/or isolated residents on O‘ahu, sixty (60) years of age or older.

Priority will be given to older adults with the greatest economic need, greatest social need, and/or are at risk for institutional placement, with particular attention to those who are low-income, minority, with limited English proficiency, and/or residing in rural areas.

Kūpuna Care client must meet all of the following requirements:

1. Is a citizen of the United States or a qualified alien; provided that for the purposes of this paragraph, "qualified alien" means a lawfully admitted permanent resident under the Immigration and Nationality Act;
2. Is sixty (60) years of age or older;
3. Is not covered by any comparable government or private home and community-based care service;
4. Does not reside in a long-term facility, such as an intermediate care facility, assisted living facility, skilled nursing facility, hospital, adult foster home, community care foster family home, adult residential care home, expanded adult residential care home, or developmental disabilities domiciliary home; and
5. Have a substantive cognitive impairment that without supervision would risk the health and safety of the individual or another person, or be unable to functionally perform independently at least:
 - a. Two (2) activities of daily living;
 - b. Two (2) instrumental activities of daily living; or
 - c. One (1) activity of daily living and one (1) instrumental activity of daily living.

C. Activities of Daily Living (ADLs)

The following are areas of function that meet the criteria for daily maintenance of health and safety:

1. Personal Care, such as bathing or oral care;
2. Dressing;
3. Mobility (walking);
4. Transferring (sitting up from lying down or standing from the seated position);
5. Toileting; and
6. Eating

D. Instrumental Activities of Daily Living (IADL's)

The following are areas of function that meet the criteria with independent living:

1. Meal preparation;
2. Doing housework;
3. Doing heavy housework;
4. Managing finances;
5. Managing medications;
6. Using the telephone;
7. Shopping; and
8. Using public/private transportation services.

E. The CITY's "General Funds" - Kūpuna Nutrition

Services are targeted to disabled, frail, and/or isolated residents on O'ahu, sixty (60) years of age or older.

Priority will be given to older adults with the greatest economic need, greatest social need, and/or are at risk for institutional placement, with particular attention to those who are low-income, minority, with limited English proficiency, and/or residing in rural areas.

F. Defined Terms

1. The term "**Aging and Disability Resource Center**" (ADRC) means an entity established by the State as part of the state system on long-term care, serving as a highly visible and trusted source where people of all incomes and age can obtain information on the full range of long-term support options, and as a single point of entry for access to public long-term support programs and benefits.
2. The term "**attendant care**" means standby assistance, supervision, or cues, including verbal prompts for medication, bathing, eating, grooming, and dressing, and may also include other activities to help maintain the independence of an individual at home.
3. The term "**Area Agency on Aging**" or "**AAA**" refers to the Department of Community Services (DCS), Elderly Affairs Division (EAD) which is the designated AAA for the City and County of Honolulu.
4. The term "**case management**" means assistance either in the form of access to services including instructions to apply for programs and/or care coordination that uses a person-centered and assessment-based approach to acquiring needed supports.
5. The term "**caregiver**" may refer to family caregiver, grandparent caregiver, and/or older relative caregiver.
6. The term "**care recipient**" for the purpose of AAA programs includes the following:
 - a. An individual, sixty years (60) of age or older, that receives assistance from a family caregiver.
 - b. An adult with dementia, eighteen (18) to fifty-nine (59) years old with Alzheimer's disease or related disorder with neurological and organic brain dysfunction that receives assistance from a family caregiver.
 - c. A minor child, seventeen (17) years old or younger that has a grandparent caregiver.

- d. An adult child with disability, eighteen (18) to fifty-nine (59) years that has an older relative caregiver.
- 7. The term “**caregiver support services**” means services that offer education, training, and/or mental, emotional, or social support to caregivers.
- 8. The term “**charge**” or “**impose fees**” means to require an exact amount of payment for services rendered or goods supplied.
- 9. The term “**client(s)**” or “**participant(s)**” means persons receiving services from the CONTRACTOR, and they can be caregiver and/or care recipient.
- 10. The term “**custodial care**” means non-medical assistance with an individual’s activities of daily living, such as bathing, eating, dressing, using toilet, etc.
- 11. The term “**Executive Office on Aging**” or “**EOA**” refers to the State Unit on Aging (SUA) for the State of Hawai‘i. As part of the Department of Health, the EOA allocates State and Federal funds to Hawai‘i’s four (4) AAAs.
- 12. The term “**family caregiver**” means an adult family member or another individual that provides informal in-home and community care to either:
 - a. An elder sixty (60) years or older; or
 - b. An adult eighteen (18) to fifty-nine (59) years old with Alzheimer’s disease or a related disorder with neurological and organic brain dysfunction.
- 13. The term “**fee-for-service**” or “**private-pay service**” means services rendered and paid for separately by an individual, or other funding source.
- 14. The term “**frail**” means the older adult is determined to be functionally impaired because the older adult:
 - a. Is unable to perform at least two (2) ADLs without substantial human assistance including verbal reminding, physical cueing, or supervision; or
 - b. Due to a cognitive or other mental impairment, requires substantial supervision because the older adult behaves in a manner that poses serious health or safety hazard to the older adult or someone else.
- 15. The term “**grandparent caregiver**” or “**older relative caregiver**” means an older individual fifty-five (55) years or older that lives with, is related to, and has assumed responsibility for the health, safety, and well-being of either:
 - a. A minor child seventeen (17) years old or younger for which the legal and/or biological parents are unable or unwilling to serve as primary caregiver.
 - b. An adult eighteen (18) to fifty-nine (59) years old with a disability that requires assistance from a primary caregiver (may be parents).

16. The term “**greatest economic need**” means the need caused by having an income level at or near the poverty line and not being able to afford necessities.
17. The term “**greatest social need**” means the need caused by non-economic factors that include physical and mental disabilities; language barriers; and cultural, social, or geographical isolation, including isolation caused by racial or ethnic status that restricts the ability of an individual to perform normal daily tasks, or threatens the capacity of the individual to live independently.
18. The term “**homebound**” means an individual aged 60 years or older who is normally unable to leave the home unassisted due to illness, disability, or frailty and for whom leaving requires a considerable amount of effort.
19. The term “**Limited English Proficient (LEP) individuals**” means individuals who do not speak English as their primary language, and who have limited ability to read, write, speak, and understand English.
20. The term “**meaningful access**” means language assistance that results in accurate, timely, conflict-free, and effective communication at no cost to the LEP individual.
21. The term “**Person-centered planning**” means a process intended to identify the strengths, capacities, preferences, needs, and desired outcomes of the care recipient.
22. The term “**Person-centered support plan**” or “**support plan**” means a plan developed by the care recipient, caregiver, or employed caregiver that allows the care recipient, caregiver, or employed caregiver to establish the goals, skills, and knowledge necessary to work toward the desired outcomes and lays out practical steps toward the achievement of the goals; provided that the family members and friends may provide assistance in developing a care recipient’s plan if the care recipient chooses to include them.
23. The term “**qualified alien**” means lawfully admitted permanent resident under the Immigration and Nationality Act.
24. The term “**reasonable efforts**” means the reasonable steps, which will be determined by a totality of circumstances, including the following steps:
 - a. The number or proportion of LEP individuals served or encountered in the eligible service population;
 - b. The frequency with which LEP individuals come in contact with the services, programs or activities;
 - c. The nature and importance of the services, programs, or activities; and

- d. The resources available and the costs (Hawai'i Revised Statute § 321C-3).
- 25. The term “**respite care**” means services that offer temporary, substitute supports, or living arrangements for care recipients to provide a brief period of rest to caregivers. This includes:
 - a. In-home respite such as personal care and attendant care;
 - b. Respite provided by attendance of the care recipient at a nonresidential program;
 - c. Institutional respite provided by placing the care recipient in an institutional setting such as a nursing home for a short period of time; and
 - d. Any combination of services to assist the caregiver as deemed appropriate by the area agency on aging.
- 26. The term “**volunteer**” means any person who of the person’s own free will provides goods or services to an agency with no monetary or material gain and includes material donors, occasional-service, regular-service, and stipend volunteers (Hawai'i Revised Statute § 90-1).

IV. **SERVICE SPECIFICATIONS**

A. Adult Day Care

- 1. Unit of Measure: Per Day (8 hours)
- 2. Definition: Supervision and care of a dependent older adult in a protective communal environment that provides socialization, activities, meals, and personalized support, as needed, during a portion of the day. Services are provided by licensed Adult Day Care Centers as regulated by Hawai'i Administrative Rules, Title 17; Chapter-1424. Also includes services provided by licensed Adult Day Health Centers as regulated by Hawai'i Administrative Rules, Title 11; Chapter 96.

Service Providers may further specify their service inclusions for each level they bid on in the Organizational Capacity section of Exhibit 1: Verification of Qualification Form.

- 3. Activities:
 - a. Provide a structured program that includes health and social support services in a safe, protective, and congregate setting.
 - b. Provide assistance and supervision of the client's participation in appropriate program activities.

- c. Provide leisure, recreational, and socialization activities that promote interaction between staff and other participants.
- d. Provide physical exercise to strengthen and improve limb and motor coordination. Individual and group activities may include calisthenics, constructive games, and/or crafts that will maximize the client's physical and mental capacities.
- e. Provide reminders, encouragement, and assistance to enable the client to maintain or improve personal hygiene, self-care, and attention to health care needs.
- f. Provide staff supervision of self-administered oral and non-oral medications.
- g. Accept authorization for delivery of service issued by the AAA. The Service Provider must check for any authorizations with the Management Information System (MIS), required by the EOA at least once every business day, unless directed otherwise by the AAA.
- h. Record and submit the service units delivered to each client's record using the MIS required by EOA, unless directed otherwise by the AAA.
- i. Provide observation and feedback to supervisors, primary caregiver, and the AAA, on changes in client's health and social situations.
- j. Record any other relevant information into the client's record.
- k. Collaborate and coordinate with other service providers that serve the same client, as appropriate.

4. Levels of Care:

- a. **(Item No. 1) Adult Day Care Level I** – For clients that are ambulatory and independently mobile, able to complete activities of daily living such as transferring, eating, and toileting independently or only standby assistance is needed. Includes monitoring of those with some cognitive impairment.
- b. **(Item No. 2) Adult Day Care Level II** – Some assistance with activities of daily living such as with transferring, eating, using the toileting. May include additional attention for those with moderate cognitive impairments.
- c. **(Item No. 1) Adult Day Care Level III** – Regular assistance with activities of daily living such as with transferring, eating, and toileting. May include professional assistance provided by credentialed staff, such as a social worker, registered nurse, dietician, or physical therapist.

5. Surcharges for Non-Regular Times (if applicable):

The AAA is allowing Service Providers to submit a bid for a fixed surcharge fee that is added to the base rate at all levels of care. This fee is in consideration to the increased costs of services provided during non-traditional business hours, as defined by the Service Provider.

For example (if the per day base rate is \$120 and the weekend per day base rate is \$150, the surcharge bid would be \$30).

- a. **(Item No. 4) Adult Day Care Weekend Surcharge** – An additional Per Day fee, for Saturday and/or Sunday attendance, to be added to any level of care's base rate.
- b. **(Item No. 5) Adult Day Care Holiday Surcharge** – An additional Per Day fee, for holiday attendance, to be added to any level of care's base rate Additional fee.
- c. **(Item No. 6) Adult Day Care Early Drop-Off and/or Late Pick-up Surcharge** – An additional Per Hour fee, for pre-arranged attendance that is earlier or later than normal operating hours, to be added to any level of care's base rate.

B. Adult Day Care – Bath/Shower (Item No. 7)

- 1. Unit of Measure: Per Bath or Shower
- 2. Definition: Full-body bath or shower provided at a day care center. Includes soaping, rinsing, drying, and assistance with dressing and undressing, if needed. At the discretion of the Service Provider, the service may also include additional personal care assistance such as shampooing of hair, shaving, oral care, nail care, skin care, transferring, and toileting.
- 3. Activities:
 - a. Provide full-body washing of the care recipient either in a bath, shower, or by means of a sponge bath. The activity must include soaping, rinsing, and drying the entire body and must be performed by a Certified Nurse Assistant or staff with equivalent certifications and qualifications.
 - b. Assistance with dressing and undressing shall be performed, if needed.
 - c. Accept authorization for delivery of service issued by the AAA. The Service Provider must check for any authorizations with the Management Information System (MIS), required by the EOA at least once every business day, unless directed otherwise by the AAA.
 - d. Record and submit the service units delivered to each client's record using the MIS required by EOA, unless directed otherwise by the AAA.

- e. Provide observation and feedback to supervisors, primary caregiver, and the AAA, on changes in client's health and social situations.
- f. Record any other relevant information into the client's record.
- g. Collaborate and coordinate with other service providers that serve the same client, as appropriate.

C. In-Home Services – Attendant Care (Item No. 8)

- 1. Unit of Measure: Per Hour (Minimum 30 minutes per visit, billable in 15-minute increments thereafter)
- 2. Definition: A service that provides assistance, supervision or cues, and may include other activities to help maintain the independence of older adults.
- 3. Activities:
 - a. Tasks related to preserving the health and safety of clients shall be prioritized over other tasks.
 - b. Provide standby assistance, supervision, reminders, or cues, including verbal prompts, for medication, bathing, eating, grooming, and dressing.
 - c. Provide shopping assistance for personal items, food, medicine, and household supplies. Assistance shall include escorting, purchasing, transporting, and storing.
 - d. Plan, prepare, and serve regular, simple meals.
 - e. Provide watchful oversight for safety.
 - f. Perform light housework and home management tasks as needed, such as sorting mail and using the telephone.
 - g. Provide friendly visiting and companionship to the client.
 - h. Accompany a client as an escort by traveling with them from one destination to another using public or private transportation while remaining with the client at the destination, as needed.
 - i. Accept authorization for delivery of service issued by the AAA. The Service Provider must check for any authorizations with the MIS, required by the EOA at least once every business day, unless directed otherwise by the AAA.
 - j. Record and submit the service units delivered to each client's record using the MIS required by EOA, unless directed otherwise by the AAA.

- k. Provide observation and feedback to supervisors, primary caregiver, and the AAA, on changes in client's health and social situations.
- l. Record any other relevant information into the client's record.
- m. Collaborate and coordinate with other service providers that serve the same client, as appropriate.

D. In-Home Services – Bath/Shower (Item No. 9)

- 1. Unit of Measure: Per Bath or Shower (Activity Based)
- 2. Definition: An activity-based service that provides a full body bath or shower, such as a bed bath or sponge bath, given by a Certified Nursing Assistant (CNA) or staff with equivalent certifications and qualifications. The service includes soaping, rinsing, shampooing of hair, drying, and assistance with undressing and dressing.

A provider cannot bill for both Bath or Shower (Activity Based) and Personal Care for the same visit.

- 3. Requirements:
 - a. The Service Provider shall have an appropriate professional responsible for the supervision of this service. The supervisor must be available to the CNAs or staff with equivalent certifications and qualifications for consultation during the operational hours of the program. The supervisor shall have a college degree, two (2) years of supervisory experience serving functionally disabled older persons, and at least one (1) year of direct work experience in personal care.
 - b. The supervisor must periodically review the service plan for the client; reassess the client's status on a regular basis as needed; supervise the personal care aides, including home visits as needed; monitor and evaluate the quality of service provided.
 - c. The supervisor and CNAs and/or staff with equivalent certifications and qualifications must have current certifications in Cardiac Pulmonary Resuscitation (CPR), in-home accident prevention, and first aid.

- 4. Activities:
 - a. The bath or shower, as outlined in the client's support plan, will be provided under the supervision of a CNA or staff with equivalent certifications and qualifications. Accept authorization for delivery of service issued by the AAA.
 - b. The Service Provider must check for any authorizations with the MIS, required by the EOA at least once every business day, unless directed otherwise by the AAA.

- c. Record and submit the service units delivered to each client's record using the MIS required by EOA, unless directed otherwise by the AAA.
- d. Provide observation and feedback to supervisors, primary caregiver, and the AAA, on changes in client's health and social situations.
- e. Record any other relevant information into the client's record.
- f. Collaborate and coordinate with other service providers that serve the same client, as appropriate.

E. In-Home Services – Personal Care (Item No. 10)

- 1. Unit of Measure: Per Hour (Minimum 30 minutes per visit, billable in 15-minute increments thereafter)
- 2. Definition: This service is time-based and may include bath or shower at an hourly rate. The provider shall offer assistance with toileting, transferring, eating, and mobility. Additional tasks that may be included are oral care, shaving, grooming, nail care, and skin care.

A provider cannot bill for both Bath or Shower (Activity Based) and Personal Care for the same visit.

- 3. Requirements:
 - a. The Service Provider shall have an appropriate professional responsible for the supervision of this service. The supervisor must be available to the CNAs or staff with equivalent certifications and qualifications for consultation during the operational hours of the program.
 - b. The supervisor shall have a college degree, two (2) years of supervisory experience serving functionally disabled older persons, and at least one (1) year of direct work experience in personal care.
 - c. The supervisor must periodically review the service plan for the client; reassess the client's status on a regular basis as needed; supervise the CNAs or staff with equivalent certifications and qualifications, including home visits as needed; monitor and evaluate the quality of service provided.
 - d. The supervisor and CNAs or staff with equivalent certifications and qualifications must have current certifications in Cardiac Pulmonary Resuscitation (CPR), in-home accident prevention, and first aid.
- 4. Activities:
 - a. Provide, under the supervision of a health care professional, any of the following personal hygiene and personal care activities as described in

the client's support plan: Assistance with dressing and grooming (routine nail, skin, and hair care), oral or personal hygiene, and/or positioning and turning.

- b. Accept authorization for delivery of service issued by the AAA. The provider must check for any authorizations with the MIS, required by the EOA at least once every business day, unless directed otherwise by the AAA.
- c. Record and submit the service units delivered to each client's record using the MIS required by EOA, unless directed otherwise by the AAA.
- d. Provide observation and feedback to supervisors, primary caregiver, and the AAA, on changes in client's health and social situations.
- e. Record any other relevant information into the client's record.
- f. Collaborate and coordinate with other service providers that serve the same client, as appropriate.

F. In-Home Services – Check-In Care 15-Minute Visit (Item No. 11), Check-In Care 30-Minute Visit (Item No. 12)

- 1. Unit of Measure: Per Visit
- 2. Definition: A service provided by a licensed home care agency for older adults needing assistance with brief tasks, monitoring, reminders, or check-ins. The professional home care worker makes a brief in-home visit to monitor and offer personalized supports based on a predetermined care plan. The service is intended for the older adult that only need assistance with task that can be completed in visits of fifteen (15) or thirty (30) minutes.

Service Provider may not bill for both Check-in Care and any other in-home service unit for the same visit.

- 3. Requirements:
 - a. The Service Provider shall be a licensed home care provider as required by the State Office of Healthcare Assurance.
- 4. Activities:
 - a. Create a care plan that is in accordance with the support plan from the AAA.
 - b. Monitor clients for changes in physical and mental well-being, assess home safety, provide reminders for specific tasks, confirm completion of tasks such as eating or bathing, and assist with other attendant and personal care activities, as needed.

- c. Accept authorization for delivery of service issued by the AAA. The Service Provider must check for any authorizations with the MIS, required by the EOA at least once every business day, unless directed otherwise by the AAA.
- d. Record and submit the service units delivered to each client's record using the MIS required by EOA, unless directed otherwise by the AAA.
- e. Provide observation and feedback to supervisors, primary caregiver, and the AAA, on changes in client's health and social situations.
- f. Record any other relevant information into the client's record.
- g. Collaborate and coordinate with other service providers that serve the same client, as appropriate.

G. In-Home Services – Homemaker (Item No. 13)

- 1. Unit of Measure: Per Hour (Billable in 15-minute increments)
- 2. Definition: Performance of light housekeeping tasks provided in a client's home for the purpose of maintaining their safety and wellbeing.
- 3. Activities:
 - a. Tasks related to preserving the health and safety of clients shall be prioritized over other tasks.
 - b. Perform routine light housekeeping duties such as sweeping, vacuuming, mopping, bathroom cleaning, kitchen cleaning, washing dishes, doing laundry, changing linens, making beds, and disposing household trash.
 - c. May also include other housework, such as meal preparation, grocery shopping, and sorting mail.
 - d. Accept authorization for delivery of service issued by the AAA. The Service Provider must check for any authorizations with MIS, required by EOA at least once every business day, unless directed otherwise by the AAA.
 - e. Record and submit the service units delivered to each client's record using the MIS required by EOA, unless directed otherwise by the AAA.
 - f. Provide observation and feedback to supervisors, primary caregiver, and the AAA, on changes in client's health and social situations.
 - g. Record any other relevant information into the client's record.

- h. Collaborate and coordinate with other service providers that serve the same client, as appropriate.

H. Access Assistance – Caregiver Case Management (Item No. 14)

1. Unit of Measure: Per Hour (Billable in 15-minute increments)
2. Definition: A service that involves coordinating care and services provided to a caregiver by an individual who is trained or experienced in case management skills. This includes assessing the client's needs, developing a plan, coordinating services among providers and resources, monitoring progress, providing follow up, and reassessment for the caregiver.
3. Activities:
 - i. Priority shall be given to caregivers of care recipients with greatest social and economic need, including those who are disabled, frail, low-income, minority, have limited English proficiency, and/or those residing in rural areas.
 - ii. Conduct a comprehensive assessment of the caregiver's situation using a standardized assessment tool, and determine the types of services and numbers of units of services needed.
 - iii. Develop a person-centered care plan with goals to address the needs of the caregiver.
 - iv. Link and coordinate services from other providers and community agencies.
 - v. Provide follow-up as needed.
 - vi. Reassess the caregiver and care recipient, and review the service plan, as needed or at least once a year for long open cases.
 - vii. Record and submit the service units delivered to each client's record using the required MIS, unless directed otherwise by the AAA.
 - viii. All care recipients must be register participants using the standardized form provided by the AAA.
 - ix. Accept authorization for delivery of service issued by the AAA. The Service Provider must check for any authorizations with the Management Information System (MIS), required by the EOA at least once every business day, unless directed otherwise by the AAA.
 - x. Record and submit the service units delivered to each client's record using the MIS required by EOA, unless directed otherwise by the AAA.

- xi. Provide observation and feedback to supervisors, primary caregiver, and the AAA, on changes in client's health and social situations.
- xii. Record any other relevant information into the client's record.
- xiii. Collaborate and coordinate with other service providers that serve the same client, as appropriate.

I. Access Assistance – Supplemental Services for Caregivers – (Item No. 15)

- 1. Unit of Measure: Per Request
- 2. Definition: Goods or services provided, on a limited basis, to complement care provided by informal caregivers and in adherence to meeting goals in a predetermined person-centered support plan. Limited basis means assistance is temporary and supplemental in nature (not the primary means of assistance). Examples of supplemental services include, but are not limited to the following: assistive technology and devices, medical equipment, incontinence supplies, dietary supplements (ensure, liquid thickener, etc.), housewares, professional services, etc.
- 3. Requirements:
 - a. Priority shall be given to caregivers of care recipients with greatest social and economic need, including those who are disabled, frail, low-income, minority, have limited English proficiency, and/or those residing in rural areas.
 - i. The Hawai'i [Executive Office on Aging \(EOA\)](#) coordinates caregiver support, counseling, and education through county Area Agencies on Aging (AAAs). Professional counselors and educators providing formal clinical services under contracted programs typically need a degree or credentials in social work, public health, or human services.
 - b. Prior authorization from the AAA is required for all Supplemental Service expenses.
 - c. The Service Provider must purchase the goods or services for reimbursement. The AAA will not upfront any cash for purchases not yet made.
 - d. The caregiver must be the primary caregiver and be registered.
 - e. Priority is given to care recipients who meet Kūpuna Care eligibility criteria:
 - i. Have a substantive cognitive impairment that without supervision would risk the health and safety of the individual or another person, or be unable to functionally perform independently at least:

1. Two (2) activities of daily living;
 2. Two (2) instrumental activities of daily living; or
 3. One (1) activity of daily living and one (1) instrumental activity of daily living.
- f. The Service Provider shall provide justification how the expenses constitute the “dollar of last resort” in writing. The AAA will review and approve requests that cannot be reasonably fulfilled through other sources of funding or programs including, but not limited to, the financial resources of the client, charitable and community programs, insurance plans (private, Medicare, Medicaid), and the Veterans Affairs.
 - g. If the caregiver or care recipient seemingly should be eligible for a service or item from an existing program, insurer, or funder, but is denied, the AAA may request documentation of the denial to justify the “dollar of last resort” provision.
 - h. Submission of receipts for items or services purchased is required for reimbursement. The Service Provider must maintain copies of all submissions in the client’s case record.
 - i. The need for Supplemental Services must be determined by qualified staff members and shall be based on the following:
 - i. The care recipient’s health status;
 - ii. Their ADLs and/or IADLs assessment; and
 - iii. The caregiver’s needs.
 - j. Use of funds must be authorized in the person-centered support plan. How the expenditures will preserve, prolong, enhance, or complement caregiving by the caregiver must be documented in the case record.
4. Activities:
- a. Home modifications (necessary repair, modifications, and/or adaptive alterations to improve the older adult’s mobility, safety, and accessibility);
 - b. Assistive technologies (assistive technology products and/or services including cognitive/learning devices, control and signaling aids, daily living aids, hearing augmentation aids, mobility aids, prosthetic/orthotic/seating devices, recreational aids, speech aids and visual/reading aids, as prescribed by a medical doctor or equivalent health professional);

- c. Incontinence supplies (adult diapers and other garments, bedding protection, control devices and alarm systems to help people who have bowel or urination control problems);
- d. Home-delivered meals (Home-delivered meals are provided to caregivers and/or care recipients in their place of residence. Supplemental Services shall be used only when the caterer, meal, or caregiver does not meet the requirements of the Older Americans Act, as described under Section 331, 336, 337, and 339 or C2 Home-Delivered Meals Program. These meals are not eligible for the Nutrition Services Incentive Program count);
- e. Legal assistance (legal advice, counseling and representation by an attorney or other person acting under the supervision of an attorney); or
- f. Nutritional supplements (food supplements to ensure that the nutritional needs of individuals and families are met. This includes liquid dietary supplements needed by cancer patients and others who have difficulty swallowing, digesting or keeping solid food down).
- g. Accept authorization for delivery of service issued by the AAA. The Service Provider must check for any authorizations with the Management Information System (MIS), required by the EOA at least once every business day, unless directed otherwise by the AAA.
- h. Record and submit the service units delivered to each client's record using the MIS required by EOA, unless directed otherwise by the AAA.
- i. Provide observation and feedback to supervisors, primary caregiver, and the AAA, on changes in client's health and social situations.
- j. Record any other relevant information into the client's record.
- k. Collaborate and coordinate with other service providers that serve the same client, as appropriate.

J. Respite Service – Institutional Care (Out-of-Home) - Overnight Stays

- 1. Unit of Measure: Per Day (24 hours)
- 2. Definition: A respite service to relieve a primary caregiver in which the care recipient resides in a facility such as a care home, nursing home, assisted living facility, or adult foster home for a temporary period.
- 3. Level of Care:
 - a. **Respite Services - Custodial Care Level (Item No. 16)** – Needs supervision and assistance with ADLs and/or IADLs. Includes monitoring for those with cognitive impairment.

- b. **Respite Services - Intermediate Care or Skilled Nursing Level (Item No. 17)** – Needs supervision and assistance with ADLs and/or IADLs. Includes monitoring for those with cognitive impairment. Includes assistance consistent with levels of care provided in Intermediate Care Facilities or Skilled Nursing Facilities.

4. Requirements:

- a. Prior authorization from the AAA is required for all Out-of-Home Institutional Care services.
- b. The caregiver must be the primary caregiver and be registered.
- c. Priority is given to care recipients who meet Kūpuna Care eligibility criteria.
 - i. Have a substantive cognitive impairment that without supervision would risk the health and safety of the individual or another person, or be unable to functionally perform independently at least:
 - 1. Two (2) activities of daily living;
 - 2. Two (2) instrumental activities of daily living; or
 - 3. One (1) activity of daily living and one (1) instrumental activity of daily living.

5. Activities:

- a. Provide residential care (more than 24 hours) to a care recipient in a licensed nursing home or a residential home facility; ensure that the facility is currently licensed by the Department of Health or the Department of Human Services; ensure that the nursing home or licensed facility shall have no current violations and is in good standing and/or operated by registered businesses in the State of Hawai'i.
- b. Register participants and conduct intake interviews as needed using the standardized intake forms provided by the AAA.
- c. Ensure completeness, accuracy and legibility of completed intake forms.
- d. Reassess the client and review the service plan as needed but must be conducted at least annually.
- e. Accept authorization for delivery of service issued by the AAA. The Service Provider must check for any authorizations with the Management Information System (MIS), required by the EOA at least once every business day, unless directed otherwise by the AAA.

- f. Record and submit the service units delivered to each client's record using the MIS required by EOA, unless directed otherwise by the AAA.
- g. Provide observation and feedback to supervisors, primary caregiver, and the AAA, on changes in client's health and social situations.
- h. Record any other relevant information into the client's record.
- i. Collaborate and coordinate with other service providers that serve the same client, as appropriate.

K. Caregiver Support – Counseling Services (Item No. 18)

- 1. Unit of Measure: Per Hour (per client, billable in 15-minute increments)
- 2. Definition: Individual professional counseling shall be provided to address the complex physical, behavioral, and emotional problems related to caregiver roles. Counseling shall utilize interventions to support caregivers in making decisions and solving problems related to their caregiver responsibilities and to improve their overall wellness.
- 3. Requirements:
 - i. Counselors shall have formal education, possess a degree and/or credentialed as required to counsel older adults and families.
 - ii. Counselors must have a minimum of one (1) year of experience in providing counseling interventions, techniques, and therapeutic modalities.
 - iii. The Service Provider shall keep records of locations, dates, times, and a summary of each counseling session that includes the topics that were discussed and outcomes related to caregiver responsibilities.
- 4. Activities:
 - i. Register participants using the standardized registration form provided by the AAA.
 - ii. Ensure completeness, accuracy, and legibility of completed registration form.
 - iii. Accept authorization for delivery of service issued by the AAA. The Service Provider must check for any authorizations with the Management Information System (MIS), required by the EOA at least once every business day, unless directed otherwise by the AAA.
 - iv. Record and submit the service units delivered to each client's record using the MIS required by EOA, unless directed otherwise by the AAA.

- v. Provide observation and feedback to supervisors, primary caregiver, and the AAA, on changes in client's health and social situations.
- vi. Record any other relevant information into the client's record.
- vii. Collaborate and coordinate with other service providers that serve the same client, as appropriate.

L. Caregiver Support – Caregiver Training (Item No. 19)

1. Unit of Measure: Per Hour (per client, billable in 15-minute increments). The hourly rate applies to each participant, whether the training is conducted individually or in a group setting.
2. Definition: Training offers education, information, and instruction to caregivers, either one or one or in a small group setting. The training improves knowledge and performance of specific skills relating to their caregiver roles and responsibilities.
3. Activities:
 - i. Register participants, including information on the Caregiver and the Care Recipient using the forms provided by the AAA.
 - ii. Provide individual and group guidance to enable caregivers to resolve problems and relieve stress.
 - iii. Training improves knowledge and performance of specific skills including activities related to health, nutrition, and financial management; providing personal care; and communicating with health care providers and other family members.
 - iv. Provide information and referral services to ensure that program participants receive all necessary services.
 - v. Register participants and conduct intake interviews, as needed, using the standardized intake forms provided by the AAA.
 - vi. Ensure completeness, accuracy and legibility of completed intake forms.
 - vii. Record and submit the service units delivered to each client's record using the MIS required by EOA, unless directed otherwise by the AAA.
 - viii. Provide observation and feedback to supervisors, primary caregiver, and the AAA, on changes in client's health and social situations.
 - ix. Record any other relevant information into the client's record.
 - x. Collaborate and coordinate with other service providers that serve the same client, as appropriate.

M. Caregiver Support – Caregiver Support Groups (Item No. 20)

1. Unit of Measure: Per Session (A session must have a minimum of two (2) registered participants and the duration is a minimum of one (1) hour)
2. Definition: A support group guided by a trained facilitator, moderator, or professional that enables caregivers to share their experiences, challenges, and emotions related to caring for a care recipient with a chronic illness, disability or aging related needs.
3. Activities:
 - a. Provide group guidance to enable caregivers to resolve problems and relieve stress.
 - b. Provides a safe and understanding environment where caregivers can connect with others, offer and receive empathy, share caregiver strategies, and find emotional support.
 - c. Offer caregivers a sense of community, validation, and mutual encouragement in their caregiver responsibilities.
 - d. Register participants and conduct intake interviews, as needed, using the standardized intake forms provided by the AAA.
 - e. Ensure completeness, accuracy and legibility of completed intake forms.
 - f. Record and submit the service units delivered to each client's record using the MIS required by EOA, unless directed otherwise by the AAA.
 - g. Provide observation and feedback to supervisors, primary caregiver, and the AAA, on changes in client's health and social situations.
 - h. Record any other relevant information into the client's record.
 - i. Collaborate and coordinate with other service providers that serve the same client, as appropriate.

N. Caregiver Support – Caregiver Information Services (Item No. 21)

1. Unit of Measure: Per Activity
2. Definition: An activity that communicates information to caregivers about available services through informational sessions held at a public hall,

auditorium or similar venues. This activity targets both current and potential caregivers, but does not address individual needs.

3. Activities:

- a. The Service Provider will provide a description of the content, target audience, and estimated attendance size for each planned event at least thirty (30) calendar days before the date of activities for review and approval.
- b. The Service Provider shall keep records of locations, dates, times, and a summary of each activity that includes the topics presented.
- c. Record and report the number of attendees (contacts) for each activity to the AAA.
- d. Any information collected on participant feedback of an event should be reported in the Service Provider's monthly narrative reports to the AAA.

O. **Disease Prevention and Health Promotion (Item No. 22)**

1. Unit of Measure: Per Session

2. Definition: The service provides evidence-based activities, instructional sessions and seminars by either formal or informal methods to support and assist older persons to enable them to maintain health and wellness, prevent illnesses, and monitor chronic conditions. Providers will assist in interventions at the community level on programs such as fall prevention, physical activities, nutrition, chronic disease management, medication management, etc. Interventions are to be evidenced-based, as defined by the Administration for Community Living (ACL). See sections I. Overview, B. Older Americans Act, c. -Title III – D Disease Prevention and Health Promotion Programs of this Appendix for approved interventions.

3. Activities:

- a. Implement the approved evidence-based intervention as specified by the program following all fidelity protocols, unless a formal waiver was submitted and approved.
- b. Register participants and conduct intake interviews, as needed, using the standardized intake forms provided by the AAA.
- c. Ensure completeness, accuracy, and legibility of completed registration form.
- d. Record and submit the service units delivered to each client's record using the MIS required by EOA, unless directed otherwise by the AAA.

- e. Provide observation and feedback to supervisors, primary caregiver, and the AAA, on changes in client's health and social situations.
- f. Record any other relevant information into the client's record.
- g. Collaborate and coordinate with other service providers that serve the same client, as appropriate.

P. Housing Assistance – Case Management (Item No. 23)

- 1. Unit of Measure: Per Hour (per client, billable in 15-minute increments)
- 2. Definition: Assisting older adults to secure permanent long-term housing and/or assess the needs, and to arrange, coordinate, and monitor to improve their present housing arrangement or to relocate to appropriate housing when needed.
- 3. Activities:
 - a. Assess and counsel older adult's multiple needs for support services, financial assistance, and advocacy that may be necessary to link them to appropriate housing.
 - b. Conduct search, solicit, and maintain listings of available housing units and maintain an updated inventory listing of these available units. Coordinate with the AAA to make this information available to the public.
 - c. Assist with inspection of available housing units to determine acceptability.
 - d. Assist older adults with housing applications.
 - e. Provide counseling to help older adults understand housing contracts, rules and regulations.
 - f. Advocate and negotiate with landlords to assist older adults navigate in the prospective tenant process.
 - g. Accompany older adults, when appropriate, to see available units and assist in selection.
 - h. Assess the problems and capacities of the older adult.
 - i. Arrange escort and/or transportation services when necessary to reach available units and assist in obtaining appropriate financial assistance as appropriate.
 - j. Provide or arrange for moving chores such as packing, moving, unpacking and settling in.

- k. Provide home or roommate matching and placement. Housing placements and/or matches must be appropriate to the client's needs and preferences.
- l. A waitlist policy must be developed when demand exceeds the availability of suitable housing units for placement. Waitlist procedures are to be developed and shall be available in writing.
- m. Locate, establish, and maintain small group homes in the community for older adults and other shared living arrangements.
- n. Manage small group homes and shared housing options as appropriate, including provision of supportive services for frail and disabled older persons.
- o. Register participants and conduct intake interviews, as needed, using the standardized intake forms provided by the AAA.
- p. Ensure completeness, accuracy and legibility of completed intake forms.
- q. Record and submit the service units delivered to each client's record using the MIS required by EOA, unless directed otherwise by the AAA.
- r. Provide observation and feedback to supervisors, primary caregiver, and the AAA, on changes in client's health and social situations.
- s. Record any other relevant information into the client's record.
- t. Collaborate and coordinate with other service providers that serve the same client, as appropriate.

Q. Housing Assistance – Information and Referral (Item No. 24)

- 1. Unit of Measure: Per Hour (per client, billable in 15-minute increments)
- 2. Definition: Assisting older adults in finding community resources and information to improve their current housing situation. In addition, the service links the older adult to opportunities and services that are available within their community.
- 3. Activities:
 - a. Provide supplemental support and resources to those seeking information or are requesting counseling services.
 - b. Maintain a record of individual inquiries that includes the needs of the client, the support services provided, and the time attributed to the client.

- c. Conduct intakes of individuals to ensure they meet the eligibility requirements to be scheduled for counseling services.
- d. Conduct search, solicit, and maintain listings of available housing units and maintain an updated inventory listing of these available units. Coordinate with the AAA to make this information available to the public.
- e. Assist older adults with housing applications.
- f. Inform older adults of available housing unit, financial assistance resources, and refer them to appropriate services.
- g. Provide copies of the housing guides or other useful information.
- h. Ensure completeness, accuracy and legibility of completed intake forms.
- i. Record and submit the service units delivered to each client's record using the MIS required by EOA, unless directed otherwise by the AAA.
- j. Provide observation and feedback to supervisors, primary caregiver, and the AAA, on changes in client's health and social situations.
- k. Record any other relevant information into the client's record.
- l. Collaborate and coordinate with other service providers that serve the same client, as appropriate.

R. Transportation – Individual Rides (Curb-to-Curb) (Item No. 25)

- 1. Unit of Measure: One-Way Trip
- 2. Definition: Transportation, for an eligible older adult, from one location to another that involves a helpful driver providing minimal assistance and/or support from the curb/driveway of the designated pickup site to the curb/driveway of the end destination.

An older adult is deemed a single rider if their final destination is different from that of any other rider in the vehicle. Riders going to the same final destination are considered a group and are not included in the Individual Rides category. Refer to Transportation – Group.

- 3. Activities:
 - a. Coordinate special travel arrangements as feasible and as authorized. Have other transit options available to disabled elderly.
 - b. Shall ensure participants are using services consistent with their service order and/or support plan.

- c. Priority is given to seniors who do not have other options for transportation.
- d. Priority shall be given for the purpose of medically related appointments; shopping for necessities; and other essential activities (i.e., banking, grooming, or religious services).
- e. Participants must meet Kūpuna Care eligibility criteria. Participants shall have a substantive cognitive impairment that without supervision would risk the health and safety of the individual or another person, or be unable to functionally perform independently at least:
 - i. Two (2) activities of daily living;
 - ii. Two (2) instrumental activities of daily living; or
 - iii. One (1) activity of daily living and one (1) instrumental activity of daily living.
- f. A zip code surcharge of \$25.00 will be added to the base rate for participants residing in or whose destination is within the designated zip codes provided below. The surcharge fee applies to all one-way rides from pick up to the destinations and return. Designated zip codes are:
 96706, 96707, 96712, 96717, 96730, 96731, 96734, 96744,
 96762, 96786, 96789, 96791, 96792, 96795, 96797, and 96825.
- g. All designated riders must be registered using the approved form from the AAA.
- h. Provide curb-to-curb assistance from a helpful driver with the following support services:
 - i. Assist client to negotiate from their curb or driveway into vehicle and to disembark from the vehicle, at pre-agreed locations.
 - ii. Load and unload clients and their assistive devices, according to schedule.
 - iii. Assist clients with mobility limitations to ensure safe entry and exit of the vehicle.
- i. Provide transit options for persons with disabilities.
- j. Accept authorization for delivery of service issued by the AAA. The Service Provider must check for any authorizations with the MIS, required by the EOA at least once every business day, unless directed otherwise by the AAA.
- k. Record and submit the service units delivered to each client's record using the MIS required by EOA, unless directed otherwise by the AAA.

- l. Provide observation and feedback to supervisors, primary caregiver, and the AAA, on changes in client's health and social situations.
- m. Record any other relevant information into the client's record.
- n. Collaborate and coordinate with other service providers that serve the same client, as appropriate.

4. Transportation Specific Requirements:

- a. Drivers of the vehicles must be at least 18 years of age and:
 - i. Have appropriate driver's license.
 - ii. Obtain a physical as specified by the AAA (pre-service, annually, every two years, etc.).
 - iii. Receive appropriate training to work with older disabled persons.
 - iv. Have an acceptable driving record to ensure the safe operation of the vehicle.
 - v. Receive training to handle emergency situations involving clients' emergency needs or in the event of a vehicular accident.
- b. Service Provider must have standard policies and procedures for the safe operation and maintenance of vehicles used in transporting older persons.
 - i. The vehicle must be licensed and have appropriate and adequate insurance covered required by the State.
 - ii. Shall maintain, secure and protect vehicles to ensure each vehicle is ready, safe, and available for service.
 - iii. Shall ensure safety for all passengers it serves, including mandatory use of seatbelts.
 - iv. Must possess the capability of two-way communication between drivers and the dispatcher in order to facilitate timely responses to call back requests and maximize the number of requests that can be accommodated.
 - v. Must notify clients when the service will be delayed or cancelled.

S. Transportation – Individual Rides (Door-to-Door) (Item No. 26)

- 1. Unit of Measure: One-Way Trip

2. Definition: Transportation, for an eligible older adult, from one location to another that involves a helpful driver providing assistance and/or support from the doorway of the pickup site, into and out of the vehicle, and to the doorway/reception area of the end destination.

An older adult is deemed a single rider if their final destination is different from that of any other rider in the vehicle. Riders going to the same final destination are considered a group and are not included in the Individual Rides category. Refer to Transportation – Group.

3. Activities:

- a. Coordinate special travel arrangements as feasible and as authorized. Have other transit options available to disabled elderly.
- b. Shall ensure participants are using services consistent with their service order and/or support plan.
- c. Priority is given to seniors who do not have other options for transportation.
- d. Priority shall be given for the purpose of medically related appointments; shopping for necessities; and other essential activities (i.e., banking, grooming, or religious services).
- e. Participants must meet Kūpuna Care eligibility criteria. Participants shall have a substantive cognitive impairment that without supervision would risk the health and safety of the individual or another person, or be unable to functionally perform independently at least:
 - i. Two (2) activities of daily living;
 - ii. Two (2) instrumental activities of daily living; or
 - iii. One (1) activity of daily living and one (1) instrumental activity of daily living.
- f. A zip code surcharge of \$25.00 will be added to the base rate for participants residing in designated zip codes. The surcharge fee applies to all one-way rides from pick up to the destinations and return. Designated zip codes are:
96706, 96707, 96712, 96717, 96730, 96731, 96734, 96744,
96762, 96786, 96789, 96791, 96792, 96795, 96797, and 96825.
- g. All designated riders must be registered using the approved form from the AAA.
- h. Provide door-to-door assistance from a helpful driver with the following support services:

- i. Assist client navigate from the doorway of the pickup site into the vehicle and assist disembark from the vehicle, at pre-agreed locations.
- ii. Assist client transition from their assistive devices into the vehicle. Load and unload clients assistive devices properly to avoid damage.
- iii. Assist clients with mobility limitations to ensure safe entry and exit of the vehicle.
- iv. Assist client to navigate from the vehicle to the doorway or reception area of the end destination. The helpful driver must ensure the client is comfortable and safe before leaving.
- i. Provide transit options for persons with disabilities.
- j. Accept authorization for delivery of service issued by the AAA. The Service Provider must check for any authorizations with the MIS, required by the EOA at least once every business day, unless directed otherwise by the AAA.
- k. Record and submit the service units delivered to each client's record using the MIS required by EOA, unless directed otherwise by the AAA.
- l. Provide observation and feedback to supervisors, primary caregiver, and the AAA, on changes in client's health and social situations.
- m. Record any other relevant information into the client's record.
- n. Collaborate and coordinate with other service providers that serve the same client, as appropriate.

4. Transportation Specific Requirements:

- a. Drivers of the vehicles must be at least 18 years of age and:
 - i. Have appropriate driver's license.
 - ii. Obtain a physical as specified by the AAA (pre-service, annually, every two years, etc.).
 - iii. Receive appropriate training to work with older disabled persons.
 - iv. Have an acceptable driving record to ensure the safe operation of the vehicle.
 - v. Receive training to handle emergency situations involving clients' emergency needs or in the event of a vehicular accident.

- b. Service Provider must have standard policies and procedures for the safe operation and maintenance of vehicles used in transporting older persons.
 - i. The vehicle must be licensed and have appropriate and adequate insurance covered required by the State.
 - ii. Shall maintain, secure and protect vehicles to ensure each vehicle is ready, safe, and available for service.
 - iii. Shall ensure safety for all passengers it serves, including mandatory use of seatbelts.
 - iv. Must possess the capability of two-way communication between drivers and the dispatcher in order to facilitate timely responses to call back requests and maximize the number of requests that can be accommodated.
 - v. Must notify clients when the service will be delayed or cancelled.

T. Transportation – Individual Rides – Non-Emergency Medical Transport (Item Nos. 27-36)

- 1. Unit of Measure: One-Way Trip
- 2. Definition: Non-Emergency Medical Transportation refers to the safe transportation of eligible individuals between designated locations. This specialized service caters to passengers requiring wheelchair or gurney assistance, with drivers trained to provide necessary physical support.

The service includes the following provisions:

- a. Door-through-Door Assistance: The CONTRACTOR shall escort the client from inside their pickup location and safely transporting the client to their final destination, and escorting the client to the interior of their final destination.
 - b. This transportation service is exclusive to one (1) eligible client. An individual companion may be allowed to accompany the client, subject to availability.
- 3. Level of Service:
 - a. Wheelchair service – The CONTRACTOR will provide full physical assistance from the point of origin directly into the end destination. This includes accompanying the client to their appointment.
 - b. A surcharge of \$50.00 will be applied to the base cost of the non-emergency medical transportation service if transport requires navigating a wheelchair client up or down stairs.

- c. A surcharge of \$100.00 will be applied to the base cost of the non-emergency medical transportation service if the transport requires navigating a gurney client up or down stairs.
- d. Gurney service – The CONTRACTOR will provide safe, specialized, and bed-to-bed non-emergency medical transport for clients who cannot sit upright due to medical conditions, injury, or mobility limitations.

4. Activities:

- a. Determine and coordinate the appropriate level of service required.
- b. Ensure participants are using services consistent with their service order and/or support plan.
- c. Priority is given to seniors who do not have other options for transportation.
- d. Priority shall be given for the purpose of medically related appointments; shopping for necessities; and other essential activities (i.e., banking, grooming, or religious services).
- e. Participants must meet Kūpuna Care eligibility criteria. Participants shall have a substantive cognitive impairment that without supervision would risk the health and safety of the individual or another person, or be unable to functionally perform independently at least:
 - i. Two (2) activities of daily living;
 - ii. Two (2) instrumental activities of daily living; or
 - iii. One (1) activity of daily living and one (1) instrumental activity of daily living.
- f. All designated riders must be registered using the approved form from the AAA.
- g. Priority shall be given for the purpose of medically related appointments. Other essential activities (i.e., shopping, weddings, funerals, banking, or religious services) may be considered upon availability.
- h. Provide Door-through-Door assistance from a helpful driver with the following support services:
 - i. Assist client transfer into either a wheelchair or gurney.
 - ii. Assist client to negotiate from their curb or driveway into vehicle and to disembark from the vehicle, at pre-agreed locations.

- iii. Load and unload clients and their assistive devices, according to schedule.
- iv. Ensure safe entry and exit of the vehicle.
- v. Remain with the Client until the CONTRACTOR'S services are no longer needed.
- i. Accept authorization for delivery of service issued by the AAA. The Service Provider must check for any authorizations with the MIS, required by the EOA at least once every business day, unless directed otherwise by the AAA.
- j. Record and submit the service units delivered to each client's record using the MIS required by EOA, unless directed otherwise by the AAA.
- k. Provide observation and feedback to supervisors, primary caregiver, and the AAA, on changes in client's health and social situations.
- l. Record any other relevant information into the client's record.
- m. Collaborate and coordinate with other service providers that serve the same client, as appropriate.

5. Transportation Specific Requirements:

- a. Drivers of the vehicles must be at least 18 years of age and:
 - i. Have appropriate driver's license.
 - ii. Receive appropriate training or documented experience working with older disabled persons. This must include the following:
 - 1) Safely transferring client onto a wheelchair and/or gurney.
 - 2) Safely secure a wheelchair and/or gurney into the vehicle.
 - iii. Have an acceptable driving record to ensure the safe operation of the vehicle.
 - iv. Receive training to handle emergency situations involving clients' emergency needs or in the event of a vehicular accident.
- b. Service Provider must have standard policies and procedures for the safe operation and maintenance of vehicles used in transporting older persons.
 - i. The vehicle must be licensed and have appropriate and adequate insurance covered required by the State.

- ii. Shall maintain, secure and protect vehicles to ensure each vehicle is ready, safe, and available for service.
- iii. Shall ensure safety for all passengers it serves, including mandatory use of seatbelts.
- iv. Must possess the capability of two-way communication between drivers and the dispatcher in order to facilitate timely responses to call back requests and maximize the number of requests that can be accommodated.
- v. Must notify clients when the service will be delayed or cancelled.

U. Transportation – Group (Item Nos. 37-40)

- 1. Unit of Measure: One-Way Trip
- 2. Definition: A shared ride is considered two (2) or more eligible clients sharing the same vehicle. The clients may be from different pickup points but must have the same end destination and drop-off time.
- 3. Activities:
 - a. Coordinate special travel arrangements as feasible and as authorized. Have other transit options available to disabled elderly.
 - b. All designated riders must be registered using the approved form from the AAA.
 - c. Group transportation will be reimbursed based on the number of people in the group as referenced in Appendix C.
 - d. A surcharge of \$50.00 will be added to the group base rate used for groups picked and residing in the following designated zip codes areas: 96706, 96707, 96712, 96717, 96730, 96731, 96734, 96744, 96762, 96786, 96789, 96791, 96792, 96795, 96797, and 96825.
 - e. Provide curb-to-curb assistance from a helpful driver with the following support services:
 - i. Assist client to negotiate from their curb or driveway into vehicle and to disembark from the vehicle, at pre-agreed locations.
 - ii. Load and unload clients and their assistive devices, according to schedule.
 - iii. Assist clients with mobility limitations to ensure safe entry and exit of the vehicle.

- f. Accept authorization for delivery of service issued by the AAA. The Service Provider must check for any authorizations with the MIS, required by the EOA at least once every business day, unless directed otherwise by the AAA.
- g. Record and submit the service units delivered to each client's record using the MIS required by EOA, unless directed otherwise by the AAA.
- h. Provide observation and feedback to supervisors, primary caregiver, and the AAA, on changes in client's health and social situations.
- i. Record any other relevant information into the client's record.
- j. Collaborate and coordinate with other service providers that serve the same client, as appropriate.

4. Transportation Specific Requirements:

- a. Drivers of the vehicles must be at least 18 years of age and:
 - i. Have appropriate driver's license.
 - ii. Obtain a physical as specified by the AAA (pre-service, annually, every two years, etc.).
 - iii. Receive appropriate training to work with older disabled persons.
 - iv. Have an acceptable driving record to ensure the safe operation of the vehicle.
 - v. Receive training to handle emergency situations involving clients' emergency needs or in the event of a vehicular accident.
- b. The Service Provider must have standard policies and procedures for the safe operation and maintenance of vehicles used in transporting older persons.
- c. The vehicle must be licensed and have appropriate and adequate insurance covered required by the State.
- d. Shall maintain, secure, and protect vehicles to ensure each vehicle is ready, safe, and available for service.
- e. Shall ensure safety for all passengers it serves, including mandatory use of seatbelts.
- f. Must possess the capability of two-way communication between drivers and the dispatcher in order to facilitate timely responses to call back requests and maximize the number of requests that can be accommodated.

- g. Must notify clients when the service will be delayed or cancelled.

V. **Legal Assistance (Item No. 41)**

- 1. Unit of Measure: Per Hour (Allowable for 15-minute increments)
- 2. Definition: Legal service, counseling, and representation by an attorney or other persons acting under the supervision of an attorney. They will promote and secure the rights and entitlements of older adults in solving legal problems relating to a law, regulation, policy, or rule.

To the extent permitted by law, costs incurred in connection with the pursuit of any claim, including administrative proceedings, against the City or State of Hawai'i are unallowable.

- 3. Activities:
 - a. Identify the individual's legal problem by means of an interview.
 - b. Research law pertaining to the problem.
 - c. Provide legal advice and consultation by telephone, video conferencing, office, and/or home visits.
 - d. Provide legal advocacy for individuals regarding the identified problem.
 - e. Draft legal documentation pertaining to the identified problem.
 - f. Provide individual representation in court of administrative hearings, such as those involved in government benefits and entitlement, or other cases that necessitate hearings.
 - g. Maintain accurate client files.
 - h. Register participants and conduct intake interviews, as needed, using the standardized intake forms provided by the AAA.
 - i. Ensure completeness, accuracy and legibility of completed intake forms.
 - j. Record and submit the service units delivered to each client's record using the MIS required by EOA, unless directed otherwise by the AAA.
 - k. Provide observation and feedback to supervisors, primary caregiver, and the AAA, on changes in client's health and social situations.

- l. Record any other relevant information into the client's record.
- m. Collaborate and coordinate with other service providers that serve the same client, as appropriate.

W. Legal Education (Item No. 42)

- 1. Unit of Measure: Per Session (Session MUST be a minimum of 30 minutes)
- 2. Definition: Seminars, workshops, lectures, and other presentations that provide legal information to groups of participants.
 - a. Service units for legal education are for activities directed at large audiences, such as disseminating publications, conducting media campaigns, and other similar activities.
 - b. Primary audience under this service are older adults and their caregivers.
- 3. Activities:
 - a. The Service Provider will provide a description of the content, target audience, and estimated attendance size for each planned event at least thirty (30) calendar days before the date of activities for review and approval.
 - b. Provide legal education through development of specialized programs and arrangement of contacts with community organizations to inform seniors or the law, advocacy issues and the availability of legal services to them. This may include seminars, a speakers' bureau, and other related activities in the community by lawyers and senior volunteers.
 - c. Provide community education designed to increase older adults' and their caregivers' awareness of legal assistance information relating to the prevention of legal problems; available resources; benefits and entitlements such as food stamps, medical assistance and Supplemental Security Income (SSI); elder rights and other related subjects.
 - d. Prepare legal advocacy educational materials for distribution to individuals.
 - e. Provide in-service training for staff of the agencies in the aging network.
 - f. Maintain accurate documentation of legal education sessions held, including number of attendees, legal topic/issue discussed, etc.

- g. Accept authorization for delivery of service issued by the AAA. The Service Provider must check for any authorizations with the MIS, required by the EOA at least once every business day, unless directed otherwise by the AAA.
- h. Record and submit the service units delivered to each client's record using the MIS required by EOA, unless directed otherwise by the AAA.
- i. Provide observation and feedback to supervisors, primary caregiver, and the AAA, on changes in client's health and social situations.
- j. Record any other relevant information into the client's record.
- k. Collaborate and coordinate with other service providers that serve the same client, as appropriate.

X. **Nutrition Programs Services**

1. **Unit of Measure:** Per Meal

2. **Definition:** A meal provided to a qualified individual in his/her place of residence. The meal is served by a program administered by the EOA and/or AAA, and meets all of the requirements of the Older Americans Act and state/local laws.

NOTE: State laws are acknowledged in the Nutrition Service Standards for Congregate and Home Delivered Meals Program, Title III-C of the Older Americans Act, as amended.

<https://elderlyaffairs.com/wp-content/uploads/2026/07/Nutrition-Service-Standards-Addendums.pdf>

3. **Level of Services:**

a. **Nutrition Programs Services - Home Delivered Meals (Item No. 43)**

b. **Nutrition Programs Services - Shelf Stable Meals (Emergency Meals) (Item No. 44)**

4. **Activities:**

a. Provide at least one (1) nutritious meal daily that meets the 33 1/3% Recommended Dietary Allowance as specified in the Nutrition Service Standards for Congregate and Home Delivered Meals Program, Title III-C of the Older Americans Act, as amended.

- b. If applicable and authorized, provide additional meals to clients identified as needing meals more than five (5) days a week.
- c. For Shelf Stable Meals, the shelf life shall be a minimum of six (6) months.
- d. Provide or coordinate individualized nutrition counseling services for clients determined to be at high nutritional risk. Nutritional risk may be determined by health or nutritional history, dietary intake, medications use, or chronic illnesses. Only a registered dietitian may conduct this activity.
- e. Provide nutrition education opportunities for home-delivered meal clients and their caregivers by a dietitian or individual of comparable expertise.
- f. Provide publicity and outreach.
- g. Comply with the Nutrition Service Standards for Congregate and Home Delivered Meals Program, including the following special conditions indicated in the link below:

<https://elderlyaffairs.com/wp-content/uploads/2026/07/Nutrition-Service-Standards-Addendums.pdf>
- h. Accept authorization for delivery of service issued by the AAA. The Service Provider must check for any authorizations with the MIS, required by EOA at least once every business day, unless directed otherwise by the AAA.
- i. Accept authorization for delivery of service issued by the AAA. The Service Provider must check for any authorizations with the MIS, required by the EOA at least once every business day, unless directed otherwise by the AAA.
- j. Record and submit the service units delivered to each client's record using the MIS required by EOA, unless directed otherwise by the AAA.
- k. Provide observation and feedback to supervisors, primary caregiver, and the AAA, on changes in client's health and social situations.
- l. Record any other relevant information into the client's record.
- m. Collaborate and coordinate with other service providers that serve the same client, as appropriate.

5. Program Requirements:

- a. The home-delivered nutrition programs shall operate five (5) or more days a week, except in a rural area where such frequency is not feasible and a lesser frequency is approved by the State, to provide at least one (1) home-delivered hot or frozen meal per day and any additional meals.
- b. Nutrition education services and other appropriate nutrition services shall be provided to older individuals.

5. Delivery Requirements:

- a. The Service Provider shall maintain a record of meals delivered to eligible clients.
- b. The Service Provider shall have clearly defined geographic delivery areas of services.
- c. The Service Provider shall supply written delivery route sheets or instructions to all personnel making deliveries.
- d. Delivery routes shall not exceed two (2) hours from time of pickup to the last delivery.
- e. The Service Provider shall allow staff time to stop and visit with recipients to provide some socialization and to ascertain problems to bring to the supervisor's attention.
- f. When possible, provide reimbursement for mileage to volunteers when personal vehicles are being used.

6. Dietary Guidelines:

- a. Individual meals must comply with the Dietary Guidelines for Americans, published by the Secretaries of the Department of Health and Human Services and the Department of Agriculture.
- b. A meal must provide, at the minimum, 33 1/3% (1/3) of the daily Recommended Dietary Allowances (RDA) as established by the Food and Nutrition Board of the National Research Council of the National Academy of Sciences.
- c. All menus used by the program must be reviewed, evaluated, and certified annually by a registered dietitian or credentialed nutrition professional to ensure compliance with the ACL requirements. All menus must ensure that the nutrient values required under the RDA are met.
- d. All printed menus must be prepared in the dominant language or languages of the client group, as applicable. Copies of certified

menus must be kept for audit inspection for at least five (5) years after the close of the program's contracted year.

- e. Service Provider may choose to offer regular meals or therapeutic meals, depending on the client's needs. Therapeutic meals are meals that address specific health concerns where a regular meal would not be appropriate.

7. Safety and Sanitation:

- a. The Service Provider shall comply with applicable provisions of state or local laws regarding the safe and sanitary handling of food, equipment and supplies used in the storage, preparation, service and delivery of meals to an older individual. Shall comply with all applicable provisions of Hawai'i Administrative Rules, Title 11, Department of Health, Chapter 50, of the Food Safety Code.
- b. The Service Provider shall comply with all state and local laws and regulations concerning food, food handling, food storage, food preparation, food service, equipment, supplies, and food delivery.
- c. Home delivered hot and cold food must be packed separately in appropriate containers to maintain optimum temperatures as specified in the Nutrition Service Standards.
- d. Meal containers must be firmly compartmentalized with deep sections so that foods do not mix, covered to maintain temperature, impermeable so that liquids do not soak through, easily opened, and built to be stacked for storing and carrying.
- e. Hot foods must be placed into the meal container at the temperature of at least 180 degrees Fahrenheit, and cold foods at 35-40 degrees Fahrenheit at the time of packaging. Temperatures taken at the last stop in delivery shall register at least 140 degrees Fahrenheit for hot food, and 45 degrees Fahrenheit or below for cold food. The program must maintain a quarterly record of temperatures at the last stop.
- f. Carrier equipment shall be selected based on the above standards. Any thermal container that can accomplish the requirements is acceptable.
- g. If disposable plates are used, they must be of a weight and quality that will avoid buckling and spillage and are sufficiently non-

porous to prevent leakage. Eating utensils must be strong enough to avoid breakage or splintering with ordinary use.

8. Basis for Termination of Clients:

- a. The Service Provider may stop providing services to a client on the basis of any of the following reasons:
 - i. Client is able to care for self, including purchasing and preparing of meals.
 - ii. A member of the client's household is able to prepare the client's meals without causing undue stress to the household member.
 - iii. Client is not consuming the meal.
 - iv. Client's repeated failure to admit the meal delivery person into his/her home, or client demonstrates hostile behavior toward the meal delivery person preventing them from determining if the meal has been accepted.
 - v. Client's successive absence from his/her home when meal delivery is made without sufficient notification to the program.
 - vi. The meal delivery person's personal safety is jeopardized during the delivery of the meal.
 - vii. Accessibility to the homes jeopardizes the program's equipment and vehicles.
- b. Upon termination, the project shall document the circumstance for the termination and suggest alternative arrangements to the participant and/or family.

9. Personnel Standards:

- a. The CONTRACTOR shall have a qualified director to assume responsibility for:
 - i. Overall management of the nutrition program including production, delivery, and evaluation.
 - ii. Meeting the OAA Nutrition Program requirements and all other reporting requirements of this program.
 - iii. Ensuring the minimum nutrition service standards are met.

- iv. Assuring that adequate and qualified staff and volunteers are available to fulfill all the individual responsibilities of the program.
- b. An individual who is responsible for all meal activities of a home-delivered meals program must have specialized qualifications, i.e. supervisory responsibility, with a high school diploma and work experience in a health, nutrition, or human services field.
- c. A registered dietitian, or individual with comparable expertise, shall advise the director or be hired by the CONTRACTOR. Duties of this individual include disseminating information and providing guidelines and technical assistance on nutrition standards, menu and meal planning, food procurement, quantity food production, nutrition and health counseling, and education.
- d. The same personnel standards above must be used for all meals purchased from other food service provider(s).
- e. The supervision of the packaging and delivery of these meals must be conducted by personnel having supervisory experience and qualified to monitor the safety of the meal delivery.

Y. Nutrition Programs Services – Grab and Go Meals (Item No. 45)

- 1. Unit of Measure: Per Meal
- 2. Definition: A meal service that provides older adults with nutritious, ready-to-go meals that can be picked-up.
- 3. Activities:
 - a. Comply with the Nutrition Service Standards for Congregate and Home Delivered Meals Program, including the following special conditions indicated in the link below:

<https://elderlyaffairs.com/wp-content/uploads/2026/07/Nutrition-Service-Standards-Addendums.pdf>
 - b. Clients of the program must be registered and screened for nutrition health status using the standard tool provided by the AAA or EOA, in the Management Information System (MIS), unless otherwise directed by the AAA.
- 4. Dietary Guidelines:

- a. Individual meals must comply with the Dietary Guidelines for Americans, published by the Secretaries of the Department of Health and Human Services and the Department of Agriculture.
- b. A meal must provide, at the minimum, 33 1/3% (1/3) of the daily Recommended Dietary Allowances (RDA) as established by the Food and Nutrition Board of the National Research Council of the National Academy of Sciences.
- c. All menus used by the program must be reviewed, evaluated, and certified annually by a registered dietitian or credentialed nutrition professional.
- d. Service Provider may choose to offer regular meals or therapeutic meals, depending on the client's needs. Therapeutic meals are meals that address specific health concerns where a regular meal would not be appropriate.

5. Basis for Termination of Clients:

- a. The Service Provider may stop providing services to a client on the basis of any of the following reasons:
 - i. Client is able to care for self, including purchasing and preparing of meals.
 - ii. A member of the client's household is able to prepare the client's meals without causing undue stress to the household member.
 - iii. Client is not consuming the meal.
 - iv. Client's repeated failure to admit the meal delivery person into his/her home, or client demonstrates hostile behavior toward the meal delivery person preventing them from determining if the meal has been accepted.
 - v. Client's successive absence from his/her home when meal delivery is made without sufficient notification to the program.
 - vi. The meal delivery person's personal safety is jeopardized during the delivery of the meal.
 - vii. Accessibility to the homes jeopardizes the program's equipment and vehicles.
- b. Upon termination, the project shall document the circumstance for the termination and suggest alternative arrangements to the participant and/or family.

Z. Nutrition Programs Services – Produce Bag – (Green Bag) (Item No. 46)

1. Unit of Measure: Per Bag
2. Definition: A bag containing at least 3 pounds of locally grown fruits and/or vegetables.
3. Activities:
 - a. The produce must be sourced from local farms within the state of Hawai'i.
 - b. Comply with the Nutrition Service Standards for Congregate and Home Delivered Meals Program, including the following special conditions indicated in the link below:

<https://elderlyaffairs.com/wp-content/uploads/2026/07/Nutrition-Service-Standards-Addendums.pdf>
 - c. Clients of the program must be registered and screened for nutrition health status using the standard tool provided by the AAA or EOA, in the Management Information System (MIS), unless otherwise directed by the AAA.
4. Basis for Termination of Clients:
 - a. The Service Provider may stop providing services to a client on the basis of any of the following reasons:
 - i. Client is able to care for self, including purchasing and preparing of meals.
 - ii. A member of the client's household is able to prepare the client's meals without causing undue stress to the household member.
 - iii. Client is not consuming the meal.
 - iv. Client's repeated failure to admit the meal delivery person into his/her home, or client demonstrates hostile behavior toward the meal delivery person preventing them from determining if the meal has been accepted.
 - v. Client's successive absence from his/her home when meal delivery is made without sufficient notification to the program.
 - vi. The meal delivery person's personal safety is jeopardized during the delivery of the meal.

- vii. Accessibility to the homes jeopardizes the program's equipment and vehicles.
- b. Upon termination, the project shall document the circumstance for the termination and suggest alternative arrangements to the participant and/or family.

AA. Nutrition Program Services - Nutrition Counseling (Item No. 47)

1. Unit of Measure: Per Hour (Per Client; Allowable for 15-minute increments)
2. Definition: Individualized guidance to individuals who are at nutritional risk because of their health or nutrition history, dietary intake, chronic illnesses, or medications use, or to caregivers who provide care to recipients that meet the aforementioned description. Counseling is provided one-on-one by a registered dietitian and addresses the options and methods for improving nutrition status.
3. Activities:
 - a. Individual counseling and guidance to qualified individuals must be provided and documented by a registered dietitian or other health professional functioning within their legal scope of practice.
 - b. Accept authorization for delivery of service issued by the AAA. The Service Provider must check for any authorizations with the MIS, required by the EOA at least once every business day, unless directed otherwise by the AAA.
 - c. Accept authorization for delivery of service issued by the AAA. The Service Provider must check for any authorizations with the MIS, required by EOA at least once every business day, unless directed otherwise by the AAA.
 - d. Accept authorization for delivery of service issued by the AAA. The Service Provider must check for any authorizations with the MIS, required by the EOA at least once every business day, unless directed otherwise by the AAA.
 - e. Record and submit the service units delivered to each client's record using the MIS required by EOA, unless directed otherwise by the AAA.
 - f. Provide observation and feedback to supervisors, primary caregiver, and the AAA, on changes in client's health and social situations.

- g. Record any other relevant information into the client's record.
- h. Collaborate and coordinate with other service providers that serve the same client, as appropriate.

BB. Nutrition Education – Informational Resources (Item No. 48)

- 1. Unit of Measure: Per bulk distribution
- 2. Definition: A program to promote better health by distributing accurate and culturally-sensitive nutrition or health information (as it relates to nutrition) to participants and/or caregivers. The information shared shall be vetted or developed by a dietitian or individual of comparable expertise, functioning within their legal scope of practice.
- 3. Activities:
 - a. Distribute materials pertaining to nutritional education, disease prevention and health promotion.
 - b. Distributions may be made via mail, electronic means, or in-person delivery.
 - c. A detailed distribution list shall be submitted to the AAA, at time of invoicing, which includes, but not limited, to the following:
 - i. Name;
 - ii. Age;
 - iii. Method of distribution; and
 - iv. Connection, if any, to an AAA supported food program.

CC. Nutrition Education – Informational Sessions (Item No. 49)

- 1. Unit of Measure: Per Session (Session is a minimum of 30-minutes).
- 2. Definition: A program to promote better health by providing accurate and culturally-sensitive nutrition, physical fitness, or health information (as it relates to nutrition) and instruction to participants and/or caregivers in a group or individual basis, overseen by a dietitian or individual of comparable expertise, functioning within their legal scope of practice.
- 3. Activities:
 - a. Provide nutritional education materials and other appropriate nutrition services for participants of the nutrition program. Materials distributed at such sessions shall not be billable under

the service category “Nutrition Education – Informational Resources.”

- b. Provide disease prevention and health promotion services.
- c. Accept authorization for delivery of service issued by the AAA. The Service Provider must check for any authorizations with the MIS, required by the EOA at least once every business day, unless directed otherwise by the AAA.
- d. Record and submit the service units delivered to each client’s record using the MIS required by EOA, unless directed otherwise by the AAA.
- e. Provide observation and feedback to supervisors, primary caregiver, and EAD, on changes in client’s health and social situations.
- f. Record any other relevant information into the client’s record.
- g. Collaborate and coordinate with other service providers that serve the same client, as appropriate.

DD. **Congregate Dining – Meals (Item No. 50)**

- 1. Unit of Measure: Per Meal
- 2. Definition: A meal provided to a qualified individual in a congregate or group setting. The meal is served by a program administered by the EOA and/or AAA and meets all of the requirements of the Older Americans Act and state/local laws. The unit price is inclusive of the cost of the meal and socialization/recreation activities.

NOTE: State laws are acknowledged in the Nutrition Service Standards for Congregate and Home Delivered Meals Program, Title III-C of the Older Americans Act, as amended.

- 3. Activities:
 - a. Plan, provide for, and monitor all aspects of food service, including but not limited to: menu planning, nutrition standards, food preparation, food procurement, meal service procedures, safe food handling, sanitation requirements, and delivery requirements.
 - b. Provide meals five (5) or more days a week. If the CONTRACTOR is unable to do this, a waiver for fewer days must be granted by the AAA and EOA.
 - c. Designate dining sites in coordination with the AAA and make arrangements to use facilities. All meals provided shall be

consumed at the congregate dining site during the meal period, unless receiving prior authorization from the AAA.

- d. Clients of the program must be registered and screened for nutrition health status using the standard tool provided by the AAA or EOA, in the Management Information System (MIS), unless otherwise directed by the AAA.
- e. Evaluate quality assurance of meals, menus, and food service.
- f. Recruit and train volunteers to assist in the delivery of the nutrition program.
- g. Provide recreation, socialization, and enrichment activities. Activities must be organized and supervised by the Service Provider. (Informal activities loosely organized by the clients themselves do not meet the standard). Activities can include but are not limited to: arts and crafts; individual social interaction; hobbies; excursions; visits; sports; games; physical exercises; culture and arts; volunteer/community services; music and dancing; and/or other health activities.
- h. Participants should be asked to check with their physician before enrolling in programs involving exercise or sports-related activities.
- i. Sessions must be provided by persons with training and/or experience appropriate to the type of service offered.
- j. Sessions must be held at a convenient time and place for older adults with transportation offered, if not at the congregate dining site.
- k. Accept authorization for delivery of service issued by the AAA. The Service Provider must check for any authorizations with the MIS, required by the EOA at least once every business day, unless directed otherwise by the AAA.
- l. Record and submit the service units delivered to each client's record using the MIS required by EOA, unless directed otherwise by the AAA.
- m. Provide observation and feedback to supervisors, primary caregiver, and AAA, on changes in client's health and social situations.
- n. Record any other relevant information into the client's record.
- o. Collaborate and coordinate with other service providers that serve the same client, as appropriate.

V. SERVICE STANDARDS

The CONTRACTOR shall comply with the following standards and requirements:

1. Management Requirements

a. General Requirements

- i. Shall have and maintain any and all licenses and/or certificates as required by Federal, State, and County regulations. Within three (3) days of the CITY's request, the CONTRACTOR must present documentation verifying that the license or certificate is active and in good-standing.
- ii. Shall have and maintain hardware and software, which enables them to meet data collection and reporting requirements as required by the AAA.
- iii. Shall have at least one (1) computer with Internet connectivity and the ability to transfer and receive all required information via the Internet.
- iv. Shall provide the necessary qualified staff and/or trained volunteers, equipment, vehicles and facilities that will be required in the carrying out the service.
- v. Are expected to provide adequate information on how the minimum specifications and standards will be met, prior to the issuance of a delivery order (DO).

b. Cost Principles: The CONTRACTOR shall follow the cost principles of §3-123 of the Hawai'i Administrative Rules (HAR).

- i. Unallowable costs are:
- ii. Out-of-state travel
- iii. Neighbor island travel
- iv. Equipment not used by the client
- v. Motor vehicles.

c. Shall follow all fiscal and program instructions issued throughout the contract period.

d. Shall maintain complete and current fiscal records.

- e. Modifications of reporting requirements may be made prior to and/or during the contractual period.
- f. In addition to submitting reports, the CONTRACTOR will be monitored by the AAA through on-site and desktop assessments to evaluate progress towards meeting goals and to oversee compliance with government requirements and contractual agreements. Periodic site visits, scheduled and unscheduled, will occur on a minimum quarterly basis and may also be monitored by EOA.
- g. The CONTRACTOR shall to coordinate with EOA and the AAA in the development and implementation of the State's Aging and Disability Resource Center, which may include responding to surveys and other requests for information; streamlining intake, referral and data collection processes; and co-location of such services as the AAA deems critical to ADRC operations.

2. Personnel Standards

- a. The Service Provider shall have and maintain written job/position descriptions for staff and volunteers of the service to be provided. Written job/position descriptions shall be provided upon request.
- b. All personnel staff must be trained, screened, and deemed competent by the Service Provider to provide the service as described in the job description.
- c. All personnel staff shall have adequate supervision or monitoring, as required by Federal, state and local laws. The individual supervising or monitoring the staff providing services shall have a college degree and at least two (2) years of supervisory experience and must be available to staff for consultation during the operational hours of the program.
- d. All personnel staff, and volunteer workers if applicable, must be of good character and integrity, and not be convicted of crimes that would pose a health/safety risk to those being served.
- e. All personnel staff, and volunteer workers if applicable, shall provide at least two (2) non-family references. All references (written and verbal) must be contacted and the results documented in the staff/volunteer's personnel record folder.
- f. All personnel staff, and volunteer workers if applicable, shall be qualified to work with functionally- and cognitively-impaired older persons, either through training or experience, and as described in the job description.

- g. All personnel staff, and volunteer workers if applicable, shall attend an orientation/training provided by the Service Provider. The orientation/training shall include, at a minimum, safety and emergency situations and ethical factors to carry out their work assignments.
- h. All personnel staff, and volunteer workers if applicable, shall be culturally sensitive to the ethnic groups represented in the client population.
- i. The Service Provider shall provide an organizational chart and describe its approach and rationale for the structure, functions, and staffing of proposed organization for the overall service activities and tasks.
- j. The Service Provider shall provide all personnel staff, and volunteer workers if applicable, with an agency/provider Identification Card or badge. The card or badge shall include the name of the agency, the staff/volunteer's name, date of issuance, and photograph. The staff/volunteer must display the identification card/badge when working with the clients. Upon staff/volunteer termination, ID card/badge must be returned to the Service Provider.

EE. Administrative Standards

- 1. The Service Provider shall follow procedures to receive authorization from the AAA to provide services. This relates to the procedure the AAA uses to authorize payment to contracted service providers. The AAA authorizes payments via required invoices.
- 2. The Service Provider shall maintain a record of the total number of service hours/units provided; each client's name, address, phone number, and a unique identifier number for each client served; and the number of service hours provided to each client.
- 3. The Service Provider shall have written policies and procedures to keep client information confidential.
- 4. The Service Provider shall deliver the stated service in a timely fashion and explain the timeliness in service delivery (i.e., number of days it normally takes from the request to the delivery of service), and what steps will be taken if the service cannot be delivered within a specified number of days. If the CONTRACTOR is unable to start service delivery in a timely fashion as determined by the AAA, the AAA may reassign the client to another contractor.
- 5. The Service Provider shall have written termination and grievance policies and procedures that are consistent with the AAA's policies and

procedures. All clients must receive copies of the termination and grievance policies during the initial assessment.

6. The Service Provider may terminate services according to the specifications in the individual support plan, or by the wishes of the client and/or the caregiver, or by agreement between client and the Service Provider.
7. The Service Provider shall have procedures for staff and volunteers to refer all clients for appropriate action if additional medical or social problems, including elder abuse, are observed during the course of service delivery.
8. The Service Provider shall advertise the ADRC and its service as part of the **Kūpuna Care/Older Americans Act** program.
9. The Service Provider shall acknowledge that the service is a **Kūpuna Care/Older Americans Act** service and is **funded with State/Federal funds** in its publications of brochures, pamphlets, fliers and other community correspondences related to the services.
10. The Service Provider shall have a mechanism to promote service quality. The Service Provider shall conduct an evaluation of efficiency, effectiveness and quality of service, including evaluation by the client, which shall be submitted to EOA or EAD upon request.
11. The Service Provider shall have written policies and procedures to collect voluntary contributions from clients, their caregivers, and/or others, and use these funds to provide additional units of service.
 - a. The Service Provider shall report to the AAA:
 - i. The voluntary contributions and
 - ii. The number of additional units of services delivered.
 - b. For Nutrition Programs Only: The Service Provider shall have written policies and procedures to give clients the opportunity to donate using Electronic Benefits Transfer (EBT) and a method of collecting, safeguarding, and accounting for the donations. The program shall establish how the donations will be handled confidentially.
12. The Service Provider shall notify the AAA if a **new** subcontractor, not referenced as part of the original application, will be used during the period of this AGREEMENT. The name of the subcontractor(s) and qualifications shall be included in the Exhibit 1, Verification of Qualification Form and submitted to the AAA prior to the subcontractor starting service.

13. The Service Provider shall provide the following to the AAA upon request:
 - a. Information on the Federal and State funding received for their agency.
 - b. Information on their capacity to keep financial and program records for this awarded service(s) separate from other funds and contracts it administers.

FF. Additional Administrative Standards

1. Shall have a written policy and procedures to obtain client's written consent to transmit client information and service utilization data to the AAA or EOA.
2. Shall have written policy and procedures to inform clients that they may be asked to participate in research studies to measure the effectiveness, quality and satisfaction of the services they have received and to explore possible services EOA and the AAA may offer. These policies shall also reflect that provision of services is not contingent upon the client participating in research studies.
3. Shall establish a training and development plan for all paid staff and volunteers.
4. Shall maintain a list of clients waiting for service. The count and reasons for clients remaining on the waitlist are to be submitted monthly, and plans and timeline for reducing the waitlist numbers are to be identified.
5. Shall not charge, or impose fees, to clients from the AAA, unless given prior approval. If there is evidence that clients from the AAA are being charged, the AAA reserves the right to cancel the contract.
6. Shall disclose any conflict or potential conflict of interest. A "conflict of interest" situation may be defined as, but is not limited to, providing, or planning to provide, fee-for-service or private-pay services.

The AAA reserves the right to cancel the contract if there is evidence that private-pay services were solicited, referred or delivered to clients of the AAA in an inappropriate manner.

7. Shall establish safeguards and procedures to ensure that staff and volunteers are free of personal conflict or potential personal conflict of interest. "Personal conflict of interest" may be defined as, but not limited to, the appearance of personal gain for themselves or others; particularly those with whom they have family, business, or other ties.

In cases where conflict of interest cannot be avoided, the CONTRACTOR shall seek prior approval by the Officer-in-Charge.

8. Shall participate in required trainings and meetings as designated by the AAA.
9. Shall have a Language Access Plan that ensures reasonable efforts and meaningful access to services for LEP individuals.
10. Shall work with the AAA to comply with annual reassessments, as required by the EOA, including but not limited to, providing updated client contact information, informing existing clients of required annual reassessments, etc.
11. Shall notify the AAA when reports are submitted to the Hawai'i State Department of Human Services – Adult Protective Services.
12. Shall have a plan to ensure continued service delivery to clients, including but not limited to, if equipment or personnel is not available.
13. Shall have a plan to ensure seamless transition of clients, in the event there is a change in contractor(s).
14. Shall have an Emergency Preparedness Plan in the event of a disaster.
15. Shall have written security plans and procedures to safeguard client's files and records.
16. Shall maintain and provide access to client records within three (3) business days of the AAA's request.
17. Shall providing reporting on all clients of the AAA for the duration of the contract. This includes, but is not limited to, services provided by other funding sources.
18. Shall comply with the AAA when additional requirements and/or information are necessary for contractual compliance with funding entity.

GG. SUBMITTALS

After award, the CONTRACTOR shall submit the following plans, to be approved by the Officer-in-Charge (OIC), or the OIC's designee. All submittals shall be approved prior to the issuance of the delivery order (DO).

1. Management Plan – to clearly describe and ensure successful execution of the Contract.
2. Service Profile Form – to clearly describe to clients the service provided by the Contract. A Service Profile Form shall be completed for each service provided.

3. Emergency Preparedness Plan – shall outline how the Service Provider will address program and service operations in the event of an emergency including any contingency plans.
4. Language Access Plan – to ensure reasonable efforts and meaningful access to services for LEP individuals.
5. Contingency Plan – to ensure continued service delivery to clients, including but not limited to, if equipment or personnel is not available; and to ensure seamless transition of clients, in the event there is a change in contractor(s).

HH. REPORTING REQUIREMENTS

The AAA will provide a list of reports required by the CONTRACTOR within thirty (30) calendar days of the executed contract. The CITY reserves the right to modify the reporting requirements. The CITY shall notify the CONTRACTOR of any changes to the reporting requirements.

If applicable, the CONTRACTOR shall provide the following report to the CITY:

Audited Financial Statements: The CITY, under the requirements of 2 CFR Part 200, requires a single audit if the contracted agency/service provider expends \$750,000.00 or more of federal grant funds from all sources, in a single fiscal year. In order to ensure compliance with this requirement, any agency awarded funds and meeting this threshold will be required to submit a copy of its most recent single audit within thirty (30) days of the start of the contract and annually thereafter.

II. ADDITIONAL REQUIREMENTS

The CONTRACTOR shall comply with the following requirements:

1. Comply with rules governing Title VI of the Civil Rights Act of 1964.
2. Comply, as a covered entity, with the provisions of Chapter 321C, Hawai'i Revised Statutes, regarding language access. These laws seek to ensure meaningful access to services, programs, and activities by requiring contractors to provide clients with oral and written language services, including written translations of vital documents, if the client does not speak English as their primary language and has limited ability to read, write, speak or understand the English language. If it is necessary to provide oral or written language services to a client's family in order for the client to benefit from the services, programs, or activities, language services shall be provided to the family.
3. Have an acceptable affirmative action plan for equal employment opportunity.
4. Comply with Chapter 1, Article 18, Revised Ordinances of Honolulu, as

amended, on sexual harassment.

5. Comply with all other applicable Federal, state, and county laws, ordinances, rules, regulations, and other applicable requirements.
6. Comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Water Act (42 U.S.C. §7606), Section 508 of the Clean Air Act (33 U.S.C. §1368), Executive Order 11738, and Environmental Protection Agency (hereinafter "EPA") regulations.
7. Comply with the provisions of Chapter 346 – Part X, Hawai'i Revised Statutes, relating to Adult Protective Services. The law mandates certain persons to report vulnerable adult abuse.

APPENDIX B: TERM / SCHEDULE OF WORK

I. TERM

The term of this AGREEMENT shall be from the date indicated on the Notice to Proceed (NTP) to September 30, 2028 and shall be subject to the availability of funds.

II. PLACING OF ORDERS

The CITY shall place orders with the CONTRACTOR as needed. Upon confirmation of the schedule of work with the CONTRACTOR, the CITY shall initiate work by issuance of a Delivery Order (DO). The CONTRACTOR shall not proceed with any work until the issuance of a DO. The CITY shall not be responsible for any work done prior to issuance of a DO.

The CONTRACTOR shall provide a confirmation DO number upon notification or written authorization that shall include relevant information required for the services as well as the funding source. Unless otherwise specified, payment shall be made only after completion of performance called for in the DO.

If there are sufficient funds available, the CITY will issue DOs for a duration of one (1) funding fiscal year. Initial issuance of the DO does not guarantee funds to the Service Provider and can be modified at any time based on demand.

All DOs are subject to availability of funds.

**THE FOLLOWING PAGES SHALL BE DETACHED FROM THE SOLICITATION DOCUMENT
AND SUBMITTED AS THE OFFEROR'S BID.**

APPENDIX C: PRICING/CERTIFICATIONS

Name of Offeror (Legal Name of Entity)

Director of Budget and Fiscal Services
City and County of Honolulu
Honolulu, Hawai'i 96813

SOLICITATION NO. RFB-DCS-2064010

The undersigned hereby agrees to complete the specified work herein, at the bid prices quoted below, in strict compliance with this Appendix C, Appendix A: Scope of Work, Appendix B: Term/Schedule of Work, Appendix D: Special Provisions and Appendix E: General Terms and Conditions attached hereto and by reference made a part thereof.

Item	Description	Unit of Measure	Unit Price
1	Adult Day Care – Level I	Per Day	\$
2	Adult Day Care – Level II	Per Day	\$
3	Adult Day Care – Level III	Per Day	\$
4	Adult Day Care – Weekend Surcharge (A fixed fee to be included to the base rate for any level of service)	Per Day Fee	\$
5	Adult Day Care – Holiday Surcharge (A fixed fee to be included to the base rate for any level of service)	Per Day Fee	\$
6	Adult Day Care – Early Drop-Off and/or Late Pick-Up Surcharge (A fixed fee to be included to the base rate for any level of service)	Per Hour Fee	\$
7	Adult Day Care – Bath/Shower	Per Bath	\$
8	In-Home Services - Attendant Care	Per Hour	\$
9	In-Home Services – Bath/Shower	Per Bath	\$
10	In-Home Services - Personal Care	Per Hour	\$

11	In-Home Services – Check-in Care – 15 Minute Visit	Per Visit	\$
12	In-Home Services - Check-in Care – 30 Minute Visit	Per Visit	\$
13	In-Home Services - Homemaker	Per Hour	\$
14	Access Assistance – Caregiver Case Management	Per Hour	\$
15	Access Assistance – Supplemental Services for Caregivers	N/A	Check here if you wish to offer this service _____
16	Respite Services – Institutional Care (Out-of-Home) – Custodial Care Level	Per Day	\$
17	Respite Services – Institutional Care (Out-of-Home) – Intermediate Care or Skilled Nursing Level	Per Day	\$
18	Caregiver Support – Counseling Services (per individual)	Per Hour	\$
19	Caregiver Support – Caregiver Training (per individual)	Per Hour	\$
20	Caregiver Support – Caregiver Support Groups	Per Session	\$
21	Caregiver Support – Caregiver Information Services	Per Activity	\$
22	Disease Prevention and Health Promotion	Per Session	\$
23	Housing Assistance – Case Management	Per Hour	\$
24	Housing Assistance – Information and Referral	Per Hour	\$
25	Transportation – Individual Rides (Curb-to-Curb)	Per One Way Trip	\$
26	Transportation – Individual Rides (Door-to-Door)	Per One Way Trip	\$
27	Transportation – Individual Rides – Non-Emergency Medical Transport (Wheelchair) 0.1 Miles to 5.0 Miles	Per One Way Trip	\$
28	Transportation – Individual Rides – Non-Emergency Medical Transport (Wheelchair) >5.0 Miles to 10.0 Miles	Per One Way Trip	\$

29	Transportation – Individual Rides – Non-Emergency Medical Transport (Wheelchair) >10.0 Miles to 15.0 Miles	Per One Way Trip	\$
30	Transportation – Individual Rides – Non-Emergency Medical Transport (Wheelchair) >15.0 Miles to 20.0 Miles	Per One Way Trip	\$
31	Transportation – Individual Rides – Non-Emergency Medical Transport (Wheelchair) >20.0 Miles to 25.0 Miles	Per One Way Trip	\$
32	Transportation – Individual Rides – Non-Emergency Medical Transport (Gurney) 0.1 Miles to 5.0 Miles	Per One Way Trip	\$
33	Transportation – Individual Rides – Non-Emergency Medical Transport (Gurney) >5.0 Miles to 10.0 Miles	Per One Way Trip	\$
34	Transportation – Individual Rides – Non-Emergency Medical Transport (Gurney) >10.0 Miles to 15.0 Miles	Per One Way Trip	\$
35	Transportation – Individual Rides – Non-Emergency Medical Transport (Gurney) >15.0 Miles to 20.0 Miles	Per One Way Trip	\$
36	Transportation – Individual Rides – Non-Emergency Medical Transport (Gurney) >20.0 Miles to 25.0 Miles	Per One Way Trip	\$
37	Transportation – Group (2 to 4 passengers)	Per One Way Trip	\$
38	Transportation – Group (5 to 9 passengers)	Per One Way Trip	\$
39	Transportation – Group (10 to 15 passengers)	Per One Way Trip	\$
40	Transportation – Group (16 or more passengers)	Per One Way Trip	\$
41	Legal Assistance	Per Hour	\$
42	Legal Education	Per Session	\$
43	Nutrition Program Services - Home Delivered Meals	Per Meal	\$

44	Nutrition Program Services -- Shelf Stable Meals (Emergency Meals)	Per Meal	\$
45	Nutrition Program Services - Grab and Go Meals	Per Meal	\$
46	Nutrition Program Services - Produce Bag – (Green Bag)	Per Bag	\$
47	Nutrition Counseling	Per Hour	\$
48	Nutrition Education - Informational Resources	Per Bulk Distribution	\$
49	Nutrition Education - Informational Sessions	Per Session	\$
50	Congregate Dining - Meals	Per Meal	\$

It is understood and agreed that the goods and/or services as specified herein are being furnished for the exclusive use of the City and County of Honolulu.

It is also understood and agreed that the bid prices include all taxes which shall be applicable to the products or services or the furnishing, sale or purchase thereof whether assessed against, chargeable to or payable by the City and County of Honolulu or any of its agencies or the undersigned.

It is also understood and agreed that unless otherwise specified in the solicitation, prices offered shall be based on f.o.b. place of destination and shall include all applicable freight, delivery, handling and related charges.

It is also understood and agreed that the Offeror agrees to submit its offer in accordance with the General Instructions and the General Conditions attached hereto by reference. Since the instructions shall apply to the solicitation only, the instructions shall not be included as a part of the contract.

It is also understood and agreed that the Director of Budget and Fiscal Services reserves the right to accept or reject any or all offers if, in the Director's opinion, such acceptance or rejection will be in the best interest of the City and County of Honolulu.

The Offeror further understands and agrees that by submitting this offer, the Offeror is declaring that its offer is not in violation of Chapter 84, Hawai'i Revised Statutes, concerning prohibited State contracts, and that the offer is certifying that the price(s) submitted was (were) independently arrived at without collusion.

The undersigned represents: **(Check one only)**

☐ A **Hawai'i business** incorporated or organized under the laws of the State of Hawai'i;

OR

☐ A **Non-Hawai'i business** not incorporated or organized under the laws of the State of Hawai'i.

State of Incorporation or Organization: _____

Offeror is: ☐ Sole Proprietor; ☐ Partnership; ☐ Corporation; ☐ Joint Venture;

☐ Other: _____

Respectfully submitted,

Name of Offeror

Signature

Print Name and Title of Above

Business address
(Street Address)

City, State, Zip Code:

Business mailing address
(If other than address above)

City, State, Zip Code:

Payment mailing address
(If other than address above)

City, State, Zip Code:

Business Telephone No:

Business Cellular No: _____
Business Fax No.: _____
Business E-Mail Address: _____
Person to Contact if Awarded: _____
Last 4 numbers of Federal Identification No.: XX-XXX _____
- Or - Last 4 numbers of Social Security No. if Sole Proprietor: XXX-XX- _____

**CERTIFICATE OF ACCEPTANCE
OF SOLICITATION REQUIREMENTS**

It is understood and agreed that the undersigned acknowledges the following:

1. The Offeror has read this solicitation document including any addenda, in its entirety;
2. The Offeror understands and agrees to furnish, deliver, and perform the requirements of the solicitation in strict compliance with the solicitation document as amended, including any specifications, plans, and scope of work descriptions, without any exceptions, if awarded a contract;
3. The Offeror understands and agrees that no substitution or alternate brands may be furnished without the **written approval** of the City;
4. The Offeror understands that the Contractor shall resolve any noncompliance with the requirements of the awarded contract at the Contractor's own expense;
5. The Offeror will make all modifications or customizations to the brand and model being offered as necessary to meet all specifications, at no additional cost. Offeror guarantees that all modifications or customizations done to meet specifications shall not affect the quality or operation of the product; and
6. The Offeror understands that **FAILURE TO MEET CONTRACT REQUIREMENTS WILL CONSTITUTE A BREACH OF CONTRACT THAT MAY RESULT IN SUSPENSION OR DEBARMENT, AND THE EXERCISE OF RIGHTS AND REMEDIES AS PROVIDED BY LAW.** Contract requirements include any specifications, plans, and scope of work descriptions;
7. The undersigned is an authorized representative of the Offeror and can legally obligate the Offeror thereto.

Offeror: _____

Signature: _____

Title: _____

Date: _____

END OF APPENDIX C.

EXHIBIT 1: VERIFICATION OF QUALIFICATION FORM

Solicitation Document No. RFB-DCS-2064010

<u>Service Provider's Name:</u>	<u>Phone Number:</u>
<u>Name of Point of Contact:</u>	<u>E-Mail Address:</u>
Number of Years in Operation and Delivering the Service <i>(based on the Scope of Work in the solicitation)</i> :	
<u>Qualifying Statement (maximum 500 words):</u> <i>Describe skills, experience, facilities, locations, organizational and technical qualifications, to be able to meet the requirements and Scope of Work set forth in this solicitation. Include information on the address of the facility(s) and the hours and days of operation. If the Service Provider plans to subcontract for services include the name(s) and qualifications of the subcontractor(s).</i>	
<u>Organizational Capacity (maximum 750 words):</u> <i>Describe the Service Provider's capacity to deliver quality services, based on the requirements of Scope of Work in the solicitation. Include information on the Service Provider's certifications, staffing, equipment, estimated quantities (units delivered and people served for one year), etc.</i>	

Geographic Service Delivery Area(s):

Quality Awards, Letters of Appreciation/Commendation:

List documents here and attach to this form.

The City reserves the right to contact the references below and may request additional references to determine qualification of the Service Provider as needed.

Reference #1:

Name: _____ Title: _____

Name of Agency (if applicable): _____

Phone Number: _____ E-mail Address: _____

Relationship to Service Provider (Select appropriate field):

☐ Funder (Former or Current) ☐ Service/Program Recipient (Former or Current)

☐ Other (please specify) _____

Reference #2:

Name: _____ Title: _____

Name of Agency (if applicable): _____

Phone Number: _____ E-mail Address: _____

Relationship to Service Provider (Select appropriate field):

☐ Funder (Former or Current) ☐ Service/Program Recipient (Former or Current)

☐ Other (please specify) _____

WAGE, HOURS AND WORKING CONDITION CERTIFICATE

To: Director of Budget and Fiscal Services, City and County of Honolulu

Solicitation No: _____

Pursuant to Section 103-55, Hawaii Revised Statutes, and the provisions of Wages, Hours and Working Conditions of Employees of Contractors Supplying Services of the Special Provisions, I hereby certify that if awarded the contract in excess of \$25,000, the services will be performed in accordance with HRS § 103-55, as amended, and the terms of the awarded contract.

The services to be rendered under this Agreement shall be performed by employees paid at the wages or salaries which are not less than the wages or salaries paid to public officers and employees for similar work.

When bidding, the Offeror shall take into consideration that there may be wage increases throughout the duration of the contract. The Offeror should contact the Department of Human Resources, Classification and Pay Division personnel, at telephone number (808) 768-8510 for further information regarding related job classification and equivalent wage payment.

For contract for services performed by laborers and mechanics, I certify that, if awarded the contract in excess of \$25,000, the Contractor or the Contractor's subcontractor(s) shall give a copy of the rates of wages to each laborer and mechanic employed under the contract by the Contractor at the time each laborer and mechanic is employed; provided that the Contractor does not have to provide the Contractor's employees the wage rate schedules where there is a collective bargaining agreement.

I further certify that, if awarded the contract in excess of \$25,000, the performance of the services under the contract will fully comply with all applicable laws of the Federal and State governments relating to workers' compensation, unemployment compensation, payment of wages, and safety.

Offeror: _____
(Signature)

By: _____
(Print Name)

Title: _____

Date: _____

APPENDIX D: SPECIAL PROVISIONS

I. INSURANCES

In addition to compliance with insurance requirements in accordance with Chapter 2.26 of the City's General Terms and Conditions dated 2/1/2015, the CONTRACTOR shall include the State of Hawai'i as additional insured in its commercial general liability (CGL) insurance policy.

II. ESTIMATED QUANTITIES

The CITY operates on a Person-Centered Planning model. The client will be allowed to select the CONTRACTOR for the applicable services authorized by the CITY.

The CONTRACTOR's exact quantity provided may depend on the number of contractors providing services, availability of actual funds, and overall service units validated and verified by the CITY.

In the event the total estimated quantities do not materialize, such failure shall not constitute grounds for equitable adjustment under this AGREEMENT. If the CITY terminates this AGREEMENT prior to the end of the term period, any loss of anticipated revenue or profits from such termination shall not constitute grounds for equitable adjustment under this AGREEMENT.

III. OFFICER-IN-CHARGE

For the purposes of this contract, the Officer-in-Charge or OIC is the Director of Community Services or designee.

IV. INDEMNITY

Delete Section 2.10 of the General Terms and Conditions of the City and County of Honolulu dated 02/01/2015 in its entirety and replace with the following:

"The CONTRACTOR shall perform the work as an independent contractor and shall indemnify and hold harmless the CITY, its departments, and all of their officers, employees or agents, from any and all deaths, injuries, losses and damages to persons or property, and any and all claims, demands, suits, action and liability therefor including reasonable attorney fees and cost of defense, caused by error, omissions, negligence or willful or intentional misconduct in the performance of the contract by the CONTRACTOR or the CONTRACTOR's subcontractors, agents and employees, and this requirement shall survive the termination of contract."

V. COMPENSATION AND PAYMENT

The CONTRACTOR shall submit invoices, and necessary information to EAD that reflect and validate the service units delivered for the previous month. Invoices shall be at the unit price rate or rates set forth in Appendix C: Pricing/Certifications.

Invoices will be reviewed by EAD to verify that units ordered and delivered equals units invoiced, and that all required reports were submitted. The CONTRACTOR shall be subject to verification and subsequent audit by the CITY.

If the CONTRACTOR does not meet the minimum service specifications set forth in Appendix A: Scope of Work, as required by the State of Hawai'i, the CITY may withhold payment until the CONTRACTOR meets the minimum service specifications, as determined by EAD.

VI. U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES ASSURANCE OF COMPLIANCE

By (submitting a bid and) signing this AGREEMENT, the CONTRACTOR provides this assurance in consideration of and for the purpose of obtaining Federal grants, loans, contracts, property, discounts or other Federal financial assistance from the U.S. Department of Health and Human Services ("Department" or "HHS"), directly or indirectly.

THE CONTRACTOR HEREBY CERTIFIES THAT IT WILL COMPLY WITH:

- A. Title VI of the Civil Rights Act of 1964, as amended (codified at 42 U.S.C. § 2000d et seq.), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin (including limited English proficiency) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the CONTRACTOR receives Federal financial assistance from the Department.
- B. Section 504 of the Rehabilitation Act of 1973, as amended (codified at 29 U.S.C. § 794), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified individual with a disability in the United States shall, solely by reason of their disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the CONTRACTOR receives Federal financial assistance from the Department. If the CONTRACTOR employs fifteen (15) or more persons, the CONTRACTOR shall designate at least one person to coordinate its efforts to comply with HHS regulations.
- C. Title IX of the Education Amendments of 1972, as amended (codified at 20 U.S.C. § 1681 et seq.), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex (including pregnancy, sexual orientation, and gender identity), be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the CONTRACTOR receives Federal financial assistance from the Department.

- D. The Age Discrimination Act of 1975, as amended (codified at 42 U.S.C. § 6101 et seq.), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the CONTRACTOR receives Federal financial assistance from the Department.
- E. Section 1557 of the Patient Protection and Affordable Care Act, as amended (codified at 42 U.S.C. § 18116), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 92), to the end that, in accordance with Section 1557 and the Regulation, no person in the United States shall, on the ground of race, color, national origin (including limited English proficiency), age, disability, or sex (including pregnancy, sexual orientation, and gender identity) be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any health program or activity for which the CONTRACTOR receives Federal financial assistance from the Department.
- F. Title 45, Code of Federal Regulations Part 74, OHMS, Administration of Grants; OMB Circulars A-102, A-110 and FMC 74- 4, as they relate to the application, acceptance and use of Federal funds for this federally-assisted project. Also, the CONTRACTOR assures and certifies to the grant that:
 - 1. It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
 - 2. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88- 352) and in accordance with Title VI of that Act, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.
 - 3. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.
 - 4. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (Pt. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
 - 5. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

6. It will comply with the minimum wage of maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of State and local governments.
7. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
8. It will give the sponsoring agency or the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant.
9. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
10. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster, assistance loan or grant, or any other form of direct or indirect Federal Assistance.
11. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234.87 Stat. 975, approved December 31, 1976. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
12. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470). Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469A-1 et seq.) by (a) consulting with the State Historic Presentation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the Nation Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

As applicable, the Church Amendments, as amended (codified at 42 U.S.C. § 300a-7), the Coats-Snowe Amendment (codified at 42 U.S.C. § 238n), the Weldon Amendment (e.g., Consolidated Appropriations Act, 2022, Pub. L. No. 117-103, Div. H, Title V § 507(d), 136 Stat 49, 496 (Mar. 15, 2022)) as extended by the Continuing Appropriations and Ukraine Supplemental Appropriations Act, 2023, Pub. L. No. 117-180, Div. A, § 101(8) (Sep. 30, 2022); , Section 1553 of the Patient Protection and Affordable Care Act,

as amended (codified at 42 U.S.C. § 18113), and Section 1303(b)(4) of the Patient Protection and Affordable Care Act, as amended (codified at 42 U.S.C. § 18023(b)(4)), and 45 C.F.R. Part 88, to the extent that the rights of conscience are protected and associated discrimination and coercion are prohibited, in any program or activity for which the CONTRACTOR receives Federal financial assistance. Consistent with applicable court orders, the version of Part 88 in effect as of [October 20, 2022] is found at 76 Fed. Reg. 9968-9977 (Feb. 23, 2011).

The CONTRACTOR agrees that compliance with this assurance constitutes a material condition of continued receipt of Federal financial assistance, and that it is binding upon the CONTRACTOR, its successors, transferees, and assignees for the period during which such assistance is provided.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the CONTRACTOR by the Department, this assurance shall obligate the CONTRACTOR, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

If any personal property is so provided, this assurance shall obligate the CONTRACTOR for the period during which it retains ownership or possession of the property. The CONTRACTOR further recognizes and agrees that the United States shall have the right to seek judicial enforcement of this assurance.

VII. EQUAL OPPORTUNITY EMPLOYMENT

Equal Opportunity Employment, Section 202

Pursuant to section 202 of Executive Order (EO) 11246, Equal Employment Opportunity, as amended, Affirmative Action to Ensure Equal Employment Opportunity (as amended by EO 11375) and 41 CFR Part 60-1, Obligations of Contractors and Subcontractors, except as otherwise provided, the CONTRACTOR and any subcontractor shall include those provisions in each of its contracts and any modifications thereof.

VIII. CONTRACT PERFORMANCE RECORDS

The CITY may maintain records pertaining to the CONTRACTOR'S performance on contracts with the CITY. The CONTRACTOR may be required to participate in performance assessment activities in accordance with a performance assessment plan that will be prescribed by the CITY during the performance of the contract. Contractor performance records may be used to determine a contractor's responsibility, qualifications, and eligibility for the award of future contracts with the CITY.

IX. CITY'S RIGHT TO AMEND

Notwithstanding any provision herein to the contrary, during the term of this AGREEMENT, the CITY reserves the right, at any time, to amend this AGREEMENT in order to ensure compliance with all City and County of Honolulu, State of Hawai'i and federal statutes, ordinances, regulations and guidelines. All such amendments shall be within the scope of this AGREEMENT. The CITY shall provide all such amendments in

writing to the CONTRACTOR. The CONTRACTOR agrees that it shall immediately take any and all reasonable steps to comply with such amendments and not jeopardize the AGREEMENT or as the case may be.

X. ADDITIONAL RELATED SERVICES

During the term of this Agreement, the CITY reserves the right to negotiate with the CONTRACTOR for the furnishing of additional services should the need be required.

Additional services shall be made a part of the contract by issuance of an amendment, purchase order or delivery order. Acceptance shall be made by appropriate endorsement by the CONTRACTOR on said contract amendment.

XI. DATA OWNERSHIP

Notwithstanding Section 2.18 Copyright of the General Terms and Conditions: The CITY shall retain ownership to any and all input data that it provides to CONTRACTOR, or CONTRACTOR collects during the duration of the contract. CONTRACTOR shall return all forms of records prior to contract closeout, forms of record include but are not limited to client name, contact information, electronic and hardcopy, etc. Final payment shall be made upon receipt of all complete records.

XII. NOTICE TO CLIENTS

Should a contract be awarded to the CONTRACTOR, and the term of the contract is at least one (1) year in duration, within 180 days after the effective date of the AGREEMENT, the CONTRACTOR shall submit to EAD written procedures for the orderly termination of services to any clients receiving the required services under the AGREEMENT, regardless of the circumstances of such termination. These procedures shall include at minimum, timely notice to such clients of the termination of the AGREEMENT, and appropriate counseling.

XIII. PAYMENT TERMS

The CITY shall issue payment no later than thirty (30) calendar days or whichever occurs later:

- A. The CITY'S acceptance of the services and receipt of the CONTRACTOR'S invoice for such federally-funded deliverables;
- B. The CITY'S receipt of the Federal Funds; or
- C. The CITY'S receipt of Federal approval to issue disbursements.

The CITY may allow partial payment(s) with proof of partial deliverables as arranged in advance between the Contractor and the CITY'S OIC.

XIV. NEGOTIATIONS WITH GOVERNMENT AGENCIES

The CITY reserves the right to negotiate, **with government agency contractors only**, changes to the form of the contract attached to the Solicitation No. RFB-DCS-2064010,

Services for Older Adults, including but not limited to the CITY's General Terms and Conditions incorporated therein; but only to the extent such changes are required for the agency to legally enter into the contract. In its written request to the CITY, the agency must include legal citations and related documentation showing that such changes are required under law. Any such changes will only be valid if incorporated by way of an executed amendment. **All other requested changes will be rejected.**

XV. CONTRACTOR

In this AGREEMENT and the General Terms and Conditions of the City and County of Honolulu dated 2/1/2015, the term CONTRACTOR may be used in place of SERVICE PROVIDER (or "Service Provider") and shall have the same meaning as SERVICE PROVIDER.

XVI. WAGES, HOURS AND WORKING CONDITIONS OF EMPLOYEES OF CONTRACTORS PERFORMING SERVICES

Delete Section 4.7 Wages, Hours and Working Conditions of Employees of Contractors Performing Services in its entirety and replace with the following:

"4.7 Wages, Hours, and Working Conditions of Employees of Contractors Performing Services

(a) Pursuant to HRS Section 103-55, where the Contractor enters into a contract to perform services in excess of \$25,000, the Contractor agrees and certifies by signing a contract with the City that the services to be performed will be performed under the following conditions:

(1) Wages. The 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. For contracts for services performed by laborers and mechanics, the Contractor or the Contractor's subcontractor shall give a copy of the rates of wages to each laborer and mechanic employed under the contract by the Contractor at the time each laborer and mechanic is employed; provided that the Contractor does not have to provide the Contractor's employees the wage rate schedule where there is a collective bargaining agreement; and

(2) Compliance with labor laws. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with.

(b) For contracts for services performed by laborers and mechanics, the City may withhold from the Contractor so much of the accrued payments as the City may consider necessary to pay to the laborers and mechanics employed by the Contractor or any subcontractor on the job site the difference between the required wages and the wages received and not refunded by the laborers and mechanics.

(c) For services performed by laborers and mechanics, the Contractor shall submit a certified copy of all payrolls weekly to the Officer-in-Charge for review. The Contractor shall be responsible for the submission of certified copies of the payrolls of all subcontractors. The certification shall affirm that the payrolls are correct and complete, the wage rates contained therein are not less than the applicable rates, and the classifications set forth for each laborer or mechanic conform with the work the laborer

or mechanic performed. Any certification discrepancy found by the City shall be reported to the Contractor and the Officer-in-Charge to effect compliance.

Payroll records for all laborers and mechanics working at the site of the work shall be maintained by the Contractor and the Contractor's subcontractors, if any, during the course of the work and preserved for a period of three (3) years thereafter. The records shall contain the name of each employee, the employee's correct classification, rate of pay, daily and weekly number of hours worked, deductions made and actual wages paid. The Contractor shall make payroll records available for examination within ten (10) days from the date of a written request by the City or authorized representatives thereof.

(d) For contracts for services performed by laborers and mechanics, the City shall:

(1) Pay or cause to be paid, within sixty (60) days of a determination made by the City, directly to the laborers and mechanics, from any accrued payment withheld under the terms of the contract, any wages or overtime compensation found to be due to laborers or mechanics under the terms of the contract subject to this section; and

(2) Order any contractor to pay, within (60) days of a determination made by the City, any wages or overtime compensation that the Contractor, or any of the Contractor's subcontractors, should have paid to the laborer or mechanic, subject to this section.

(e) Failure to comply with the conditions of HRS Section 103-55 during the period of contract to perform services shall result in cancellation of the contract, unless such noncompliance is corrected within a reasonable period as determined by the procurement officer. Final payment of a contract or release of bonds or both shall not be made unless the procurement officer has determined that the noncompliance has been corrected.

(f) This section shall apply to all contracts to perform services in excess of \$25,000, including contracts to supply ambulance service and janitorial service.

This section shall not apply to:

- (1) Managerial, supervisory, or clerical personnel;
- (2) Contracts for supplies, materials, or printing;
- (3) Contracts for utility services;
- (4) Contracts to perform personal services under HRS section 46-33(7), (8), and (9), section 76-16(b)(2), (3), (12), and (15), and section 76-77(7), (8), and (12);
- (5) Contracts for Professional services;
- (6) Contracts to operate refreshment concessions in public parks, or to provide food services to educational institutions;
- (7) Contracts to provide transportation services for school children;
- (8) Contracts with nonprofit institutions;
- (9) Contracts for furniture and equipment type work; or
- (10) Existing contracts that were executed prior to the effective date of Act 219, Session Laws of Hawaii 2019."

XVII. PAYROLL AFFIDAVITS

If requested by the City, the Contractor shall submit certified copies of payroll documentation to the City for all employees working under this Contract within five (5) working days after receipt of such request. The Contractor shall be responsible for submission of certified copies of payrolls for all approved subcontractors. The

certification shall affirm that the payrolls are correct and complete, that the wage rates contained therein are not less than the applicable wage rates determined by the Department of Human Resources and the classifications set forth for each employee conform to the applicable class specifications. The payrolls shall contain the name of each employee, the employee's correct classification, rate of pay, daily and total numbers of hours worked during the pay period on this project as well as hours performed on other projects, deductions made and actual wages paid. Supporting documentation, such as employee time cards, payroll records, and copies of canceled checks to verify that Contractor's employees are being paid the City's prevailing wages for hours worked under this Contract, may be requested by the City. The City reserves the right to conduct employee wage interviews and to require any additional documentation needed to substantiate the Contractor's wage payments.

If the Contractor is found to be in violation of Section 103-55, HRS, and does not correct the violation within thirty (30) calendar days and provide evidence to the City that the violation has been corrected, the City will terminate the Contract.

XVIII. ANTI-DISCRIMINATION

In accordance with Section 1-11 of the Revised Ordinances of Honolulu 2021, as amended, the Contractor shall not engage in discriminatory practices for any work provided under this Agreement. Discriminatory practices are practices that discriminate on the basis of a classification protected by any federal, State, or City law, including retaliation for opposing discrimination or participation in an investigation or proceeding that alleges discrimination.

APPENDIX E: GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS FOR THE CITY AND COUNTY OF HONOLULU DATED 2/1/2015

The General Terms and Conditions ("GTC") for the City and County of Honolulu dated 2/1/2015 shall apply. If not physically attached, it shall be incorporated by reference herein and referred to as the "General Conditions." Copies may be obtained online at www.honolulu.gov/pur; click on the link titled: "Instructions, Terms & Conditions."