



HAWAI'I COMMUNITY FOUNDATION
Amplify the Power of Giving

2020 Request for Proposals For Tobacco Cessation Services

Hawai'i Tobacco Prevention and Control Trust Fund

**JUNE 2020
HAWAI'I COMMUNITY FOUNDATION
HONOLULU, HAWAI'I**

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This RFP contains 47 pages, including appendices.

NOTICE TO APPLICANTS

Request for Proposals

The Hawai‘i Tobacco Prevention and Control Trust Fund (“Trust Fund”) requests proposals for a contractor to conduct statewide tobacco cessation services free of charge to residents of Hawai‘i who need help quitting their use of tobacco.

The contract will be for up to FORTY-TWO (42) months from January 1, 2021 to June 30, 2024. The anticipated budget per contract year will be a maximum of Five Hundred Fifty Thousand Dollars (\$550,000), for a total of up to One Million Nine Hundred Twenty-five Thousand Dollars for the 42-month contract term, subject to contract terms and availability of funds.

RFP Availability

A copy of the RFP will be available on the Open Applications page of the Hawai‘i Community Foundation website on June 22, 2020: <https://www.hawaiicommunityfoundation.org/grants/open-applications>.

Deadline

Completed proposals must be received no later than **Friday, August 14, 2020, 5:00 P.M. Hawai‘i Standard Time**. Proposals received after that deadline will not be accepted.

Schedule for Decision

The estimated date for a selection decision is mid-September, 2020.

All references to **tobacco** in this RFP refer to commercial, retail tobacco products (including cigarettes, cigars and cigarillos, shisha, smokeless tobacco, and electronic smoking devices like e-cigarettes), and not traditional tobacco that is used for spiritual or ceremonial purposes.

1. PROGRAM OVERVIEW

A. Purpose of the RFP

Tobacco use is a serious health problem in the State of Hawai‘i. It causes more preventable disease, death and disability than any other health issue in the state. Currently in Hawai‘i, the adult combustible cigarette smoking prevalence rate is 13.4%.¹ There are still over 142,800 adult smokers in Hawai‘i. Each year, it is estimated that 1,400 Hawai‘i residents die from tobacco-related causes and the costs of medical care for tobacco-related diseases exceeds \$526 million annually.²

The purpose of this RFP is to obtain contracted services to provide free cessation support through the Hawai‘i Tobacco Quitline to Hawai‘i residents who need help quitting their use of tobacco products³. This includes services for users of electronic smoking devices (ESDs)⁴ who want to quit. Successful services will reduce the incidence of tobacco-related disease and death in Hawai‘i and close the disparity gaps for the populations that are most harmed by tobacco use, thereby improving the health and well-being of the people of Hawai‘i.

B. Organizational Background

Funding for this proposal comes from the Tobacco Prevention and Control Trust Fund (Trust Fund) through the Master Settlement Agreement between the tobacco industry and the State of Hawai‘i. Under Hawai‘i Revised Statutes §328L-5, a portion of the settlement funds is allocated to the Trust Fund to support prevention and control of tobacco use in the state as a public health goal. The Hawai‘i State Department of Health (DOH) is the oversight agency for the Trust Fund.

The Trust Fund is administered by the Hawai‘i Community Foundation (HCF) under a contract with DOH as one component of a statewide comprehensive tobacco control strategy. HCF is contracted to manage investment of Trust Fund assets and administer various vendor contracts and community grants until June 30, 2024. The Trust Fund and DOH are advised by the Hawai‘i Tobacco Prevention and Control Advisory Board, comprised of subject matter experts in tobacco prevention and control, representatives from communities impacted by tobacco use, and government agency representatives.

Once the RFP selection process is completed and a contract is executed between HCF and the Contractor, HCF will be responsible for fiscal administration of the contract. Oversight and

¹ State of Hawai‘i Behavioral Risk Factor Surveillance System. See, http://ibis.hhdw.org/ibisph-view/query/result/brfss/Smoke3Cat/Smoke3CatCrude11_.html

² For an overview, see: <https://health.hawaii.gov/tobacco/files/2018/03/tobaccopolicy.pdf>

³ “‘Tobacco product’ means tobacco in any form, including an electronic smoking device, cigarettes, cigars, snuff, and chewing tobacco, that is prepared or intended for consumption by, or the personal use of, humans.” Hawai‘i Revised Statutes (H.R.S.) §321-211. All references to tobacco in this RFP refer to commercial, retail tobacco products and not traditional tobacco that is used for spiritual or ceremonial purposes.

⁴ “‘Electronic smoking devices’ means any product that can be used to aerosolize and deliver nicotine or other substances to the person inhaling from the device, including but not limited to an electronic cigarette, electronic cigar, electronic cigarillo, or electronic pipe, and any cartridge or other component of the device or related product.” H.R.S. §712-1258(7). For purposes of this RFP, the term ESDs should be interpreted broadly to include all electronic devices that contain nicotine and other substances, both currently existing and created in the future, and are commonly referred to as e-cigarettes, mods, or vapes.

direction of the contracted cessation services will be the responsibility of the Chronic Disease Prevention and Health Promotion Division of DOH, including the Tobacco Prevention and Control Section (TPCS). The Program Manager responsible for overseeing and directing the contracted work is Ms. Lola Irvin, Administrator, Chronic Disease Prevention and Health Promotion Division of DOH, or her designee.

C. Current Cessation Programs

Tobacco cessation intervention is a cornerstone of the Centers for Disease Control and Prevention's comprehensive approach to reduce and prevent the use of tobacco products.⁵ The current Hawai'i Strategic Plan for Tobacco Use Prevention and Control (2016-2020)⁶ follows the CDC's best practice guidelines and includes cessation as a core goal. Pursuant to this Strategic Plan, the Trust Fund currently supports two complementary evidence-based tobacco cessation programs providing statewide services; a contract to operate the Hawai'i Tobacco Quitline and a community cessation grants program.

1. Hawai'i Tobacco Quitline. An important component of Hawaii's comprehensive tobacco control programs is the Hawai'i Tobacco Quitline (HTQL), a statewide tobacco cessation service started in 2005. The HTQL provides a range of free services for tobacco users, health care providers, and non-tobacco users hoping to assist family and friends. Tobacco users contact the HTQL through a toll-free telephone number (1-800-QUIT-NOW), through the HTQL website (www.hawaiiquitline.org), and through fax referrals from healthcare providers and community organizations. These services are provided to adult users of tobacco products and to youth ages 13 to 17 years old. The HTQL is operated by a vendor under a long-term contract with HCF that expires on December 31, 2020.
2. Community Cessation Grants. HCF administers a community grant program that provides multi-year grants to eligible non-profit organization in every county in Hawai'i. The grants support free cessation services to adult users of tobacco products who are ready to quit but prefer in-person services. Clients access these services through grantee clinics and websites, community outreach, partner referrals, and group classes. The current grantee cohort consists of 16 non-profit organizations serving the six main islands.

Both programs can distribute free FDA-approved nicotine replacement therapies to eligible tobacco users. Both programs' services are separately evaluated by an independent evaluation firm that reports evaluation results to DOH, HCF, the HTQL vendor, and the grantee organizations.

Hawai'i has made great strides in reducing adult tobacco use prevalence to one of the lowest rates in the nation. However, these improvements have not been felt equally across our communities.

⁵ See, Centers for Disease Control and Prevention, *Best Practices for Comprehensive Tobacco Control Programs* - https://www.cdc.gov/tobacco/stateandcommunity/best_practices/pdfs/2014/comprehensive.pdf

⁶ The 2016-2020 Strategic Plan for Tobacco Use Prevention and Control can be found at: <https://health.hawaii.gov/tobacco/files/2013/04/2016TobPlanR.pdf>. The next Strategic Plan is under development at the time of this RFP. Although the details and strategic direction of the new Plan have not been established yet, reported prevalence rates for the priority populations remain well above the state average. Thus, continued prioritization of these populations appears likely. In addition, the rapid increase in youth usage of ESDs at rates much higher than adult usage makes it likely that youth will be added as a priority population in the next Strategic Plan for prevention purposes. Should any of these priorities change in the final version of the next Strategic Plan, the target populations in the contract awarded from this RFP, including renewals, may be amended accordingly.

The current Strategic Plan for Tobacco Use Prevention and Control prioritizes high-prevalence populations that are at greatest risk for tobacco use (Native Hawaiians, persons with behavioral health and substance use disorders, the LGBT communities, and persons of low socio-economic status, hereafter “Priority Populations”). The HTQL emphasizes services to these Priority Populations.

Selected utilization totals for Fiscal Year 2019 HTQL services include:

- 1,451 unique tobacco users enrolled in HTQL services (28% decrease from FY 2018)
- 0.71% of all Hawai‘i tobacco users reached (continuing a decline from 1.8% in FY 2016).
- 74% overall shipment rates for nicotine replacement therapy (NRT) (patches, lozenges, and/or gum) as part of their HTQL enrollment (decrease from 80% in FY 2018).
- 34.9% of conventional tobacco users achieved 30-day abstinence; 29.4% for users of tobacco and ESDs. (33.8%/26.2% in FY 2018).
- An estimated range of 333 to 463 tobacco users quit (compare 578 to 841 quit in FY 17).

HCF/DOH is seeking applicants with current operations and experience in administering quitlines, including creating, implementing, and maintaining an interactive telephonic coaching service, web-based registration methods, and additional supplementary services in support of cessation efforts. The applicant must be able to transition cessation services without a break in service, with the ability to be fully operational to accept and serve clients seamlessly on January 1, 2021.

The cessation programs also include health communications to promote the HTQL and evaluation services that are provided outside of the HTQL vendor contract.

2. GOALS

Evidence-based cessation services are a core component of a comprehensive tobacco control program. HCF/DOH is dedicated to offering a statewide quitline and an array of cessation services that are accessible to all tobacco users.

Through the new contract, HCF/DOH seeks to engage as many Hawai‘i tobacco users in the quitting process as possible, with the ultimate goals of: 1) increasing the quitline reach of adult tobacco users to at least 2%; 2) increasing quit attempts population-wide, and most importantly within Priority Populations to address disparities; 3) fostering successful quitting; 4) driving down adult tobacco use prevalence in the state; and 5) offering youth and young adults newly addicted to nicotine clinically appropriate services and support.

Priorities for HCF/DOH include:

- Using the limited funding resources available in a cost-effective and efficient manner to maximize impact. Impact is defined as reach times effectiveness;
- Increasing utilization, engagement, and reach to Hawai‘i residents most impacted by tobacco use to address disparities, including the Priority Populations;
- Providing a minimal level of services to all tobacco users in Hawai‘i, while reserving

more intensive levels of services for those who do not have access to other cessation services because they are uninsured or underinsured (meaning, they do not have services covered by their health insurance plan);

- Minimizing barriers to participation, with a focus on the Priority Populations. Minimizing barriers includes, but is not limited to: minimizing the amount of time and information required to register for services, and allowing tobacco users to engage with services they are seeking without requirements to use other services;
- Providing services to tobacco users who are not yet ready to make a quit attempt within 30 days;
- Being responsive to participants by providing a range of services that they want and are ready to use, and re-engaging participants who have previously registered for any level of service throughout their quitting journey;
- Continuously refining and improving program offerings in order to provide the highest quality services possible; and
- Ensuring a seamless and efficient user experience.
- Working collaboratively with other tobacco prevention and control service providers in Hawai‘i to leverage resources, close service gaps, and reduce prevalence.

To that end, HCF/DOH envisions the model of cessation services currently provided by the HTQL as a starting point for cessation services under the new contract. This program will evolve during the term of the contract based on new evidence, technologies, and products, to better meet the needs of Hawai‘i residents who use tobacco and to close current disparity gaps of Priority Populations. HCF/DOH is open to, and encourages, the submission of new approaches that will expand reach beyond 2% of the individuals who use tobacco in Hawai‘i.

3. SAMPLE TASKS

The selected Contractor shall provide all services and staff, or seek appropriate subcontractors, in order to complete the tasks outlined below. The Sample Tasks sections below are described in detail as preferred services and service delivery standards; applicants will be scored based upon the ability to fulfill the tasks as outlined. Mandatory Requirements, considered on a pass/fail basis, are outlined in Section 9.A. of this RFP. Final cessation service offerings and delivery of services including, but not limited to, types of cessation services, service delivery methods, and service costs will be determined during contract negotiations.

Due to the nature of changing technologies and the evolving needs of tobacco users in Hawaii, it is anticipated that the selected Contractor will work with HCF and DOH to further develop and refine these tasks throughout the contract term. Applicants are encouraged to propose additional tasks or activities if they will substantially improve the results of this program.

A. General Tasks

The selected Contractor must:

1. Maintain membership in the North American Quitline Consortium (NAQC) and leverage its membership to stay abreast of best practices for implementation of cessation services.

2. Work with the current quitline provider, DOH and HCF to transition HTQL services with no gap in effective provision of all services to Hawai'i residents.
3. Coordinate with the HTQL Communications Contractor selected by HCF/DOH as HTQL cessation services are branded and promoted.
4. Cooperate with an independent evaluation contractor selected by HCF/DOH, by providing requested service performance data and other operational information as directed by DOH.
5. Participate in regularly scheduled meetings with DOH.
6. Participate in joint DOH/HCF meetings that include HTQL cessation services, Communications Contractor, and independent evaluation contractor to assure coordination and integration of the activities, and for continuous improvement.

B. Online Intake or Registration Platform and Database

The selected Contractor will be required to provide an online intake or registration platform. The online registration platform will be used by tobacco users interested in enrolling in cessation services as described below. The selected Contractor will work collaboratively with HCF/DOH to ensure that visitors to the online registration platform will:

- Be able to select and register for all types and combinations of cessation services using a user-friendly interface.
- Experience a parallel online and phone intake or registration process for all cessation services for which they are eligible.
- Have a seamless and intuitive user experience.

Subject to oversight and direction of DOH, the selected Contractor must:

1. Be responsible for providing and maintaining the online intake or registration platform for all cessation services. The online registration platform must be Health Insurance Portability and Accountability Act (HIPAA)-compliant.
2. Ensure that with respect to the online intake or registration platform, all intake questions and the enrollment process are identical to the telephone-based services intake process. This will assure a streamlined enrollment for all participants.
3. Provide an online intake or registration platform that uses responsive design (i.e., recognizes the device being used and tailoring the display accordingly).
4. Must integrate the online registration platform with the HTQL website and assure technological functionality from the user perspective.
5. Must provide culturally appropriate language and images on all platforms, including translation into languages other than English commonly spoken by Hawai'i residents.⁷
6. Must provide real-time technical assistance to users needing help with the intake or registration process during operating hours (e.g. a chat feature to aid in user navigation and to provide information).

⁷ http://files.hawaii.gov/dbedt/economic/data_reports/Non_English_Speaking_Population_in_Hawaii_April_2016.pdf

7. Must collaborate with the HTQL Communications Contractor and HCF/DOH to ensure all consumer-facing webpages and any posted forms or information are branded and formatted in accordance with the brand guidelines.
8. Must ensure that a participant who completes intake or registration online has the option of receiving either telephone counseling or web-based cessation services as described below in Section 3.C.

The database(s) maintained by the Contractor shall include all data elements collected for all participants. Final decisions about required data elements for intake or registration will be made under the direction of DOH during the development phase of the contracted services. The selected Contractor must:

1. Be responsible for housing, maintaining, backing up, and protecting security of the database(s). All intake or registration and utilization data for all cessation services will reside with the Contractor.
2. Be responsible for maintaining confidentiality and privacy for all registered participants, as well as any participant that provides protected information, but ultimately does not enroll in cessation services.
3. Ensure compliance with all federal laws and regulations protecting privacy, confidentiality, and security of personal information, including but not limited to HIPAA and the Health Information Technology for Economic and Clinical Health Act (HITECH).
4. Ensure compliance with applicable Hawai'i laws and regulations protecting privacy, confidentiality, and security of personal information, including but not limited to Hawai'i Revised Statutes Chapter 487J and 487N.

C. Telephone-based Services

Telephone-based services, as described below, must be offered to all Hawai'i residents through the existing toll-free HTQL telephone number (1-800-QUIT-NOW). Services should be responsive to all types of tobacco users (e.g., smokers, smokeless tobacco users, ESD users, those who are not ready to quit, those who have already quit, those who are planning to quit, and those who have relapsed). The selected Contractor must hire and train intake staff and cessation coaches appropriately and in accordance with current best practices, including NAQC recommendations and guidance from the CDC.

1. Intake - Telephone
 - a. Intake staff should, at minimum, be available 7 days per week between 7:00 a.m. and 11:00 p.m. Hawai'i Standard Time (HST) to answer 90% of incoming calls immediately, without sending the call to voicemail. If any calls are not answered live by intake staff and resulting in the caller leaving a voicemail, the call must be returned within 24 hours of the voicemail message being recorded.
 - i. 80% of HTQL outbound calls must be served by coaches located in Hawai'i, on terms to be included in the contract. The selected Contractor must make efforts to recruit and hire current or past Hawai'i residents to serve as coaches.

- ii. For callers who speak a language other than English, the preference is that intake staffing includes individuals who are bilingual in English and one of the major languages spoken in non-English speaking households in Hawai‘i.⁸ Where the caller’s language is not spoken by intake staff on duty at the time, intake staff must be able to get an interpreter on the line to translate at the time of the initial call.
- b. Intake staff must answer calls made to 1-800-QUIT-NOW and register willing and interested first-time callers by collecting necessary personal contact and health information.
 - i. The text telephone (TTY) number, 1-877-777-6534, must also connect Hawai‘i callers to cessation services.
- c. Intake staff must welcome callers, collect sufficient information to determine eligibility for services, describe all services for which each caller is eligible, assess interest in specific services, and collect sufficient information to register the caller for services, including without limitation:
 - i. The selected Contractor must satisfy NAQC’s Minimal Data Set (MDS), CDC’s National Quitline Data Warehouse (NQDW) intake standards, and Hawai‘i-specific standards as stated in the contract.
 - ii. The selected Contractor must collect relevant information about each caller’s medical history and health insurance, if any.
 - iii. The selected Contractor must, as directed by DOH, change question wording, question order, and the selection of questions to maintain a positive, streamlined, and clinically relevant participant experience. DOH will have the right to approve all questions before release by Contractor. Tailored questions or intake protocol may be requested by DOH for youth, pregnant post-partum women, ESD users, dual-use ESD users, and Priority Populations.
- d. Proactively call individuals referred to telephone coaching via any referral process.
- e. If coaching is provided by staff other than intake staff, it must be provided immediately if a coach is available and the participant agrees. If a coach is not available, a coach must make an attempt to reach the tobacco user within 24 hours of intake or at another time selected by the participant.
- f. For all callers, the selected Contractor must ship additional informational materials, such as a one-page promotional document, as determined by DOH.

All residents of Hawai‘i, whether insured, uninsured or underinsured (meaning, insured individuals who do not have access to covered cessation coaching, nicotine replacement therapies (NRT), or both) will be served by the selected Contractor, and offered intensive telephone-based coaching and NRT (not including NRT starter kits) as described below.

1. Coaching Training and Expertise

⁸ http://files.hawaii.gov/dbedt/economic/data_reports/Non_English_Speaking_Population_in_Hawaii_April_2016.pdf

- a. Coaches must receive training accredited by the Council for Tobacco Treatment Training Programs (CTTTP), appropriate training to enable coaches to effectively provide services to youth and/or Priority Populations , and other training as specified in the Contract.
 - b. Coaches must have sufficient training, and be monitored to confirm, that they are able to provide culturally and linguistically appropriate services for each tobacco user. Cultural competence training for coaches must be approved in advance by DOH.
 - c. Intake staff and coaches must have sufficient monitoring and quality assurance oversight to ensure they adhere to required protocols, including protocols that are modified as a result of independent evaluation recommendations approved by DOH.
2. Intensive Telephone-based Coaching
- a. For insured, uninsured and underinsured tobacco users ready to make a quit attempt in the next 30 days:
 - i. Provide up to four outbound cessation telephone coaching calls with a cessation coach per adult participant (and up to five per participant under age 18), allowing up to two enrollments every 12 months, at no charge to the callers.
 - ii. Proactively call individuals who sign up for telephone coaching through the online registration platform.
 - iii. Coaching calls must assist callers in developing and executing a personalized quit plan within a 90-day timeframe.
 - 1. The selected Contractor must report on:
 - a. Number of call attempts for each planned coaching call;
 - b. Number of calls completed with a live contact; and
 - c. Number of calls closed due to inability to reach the participant.
 - iv. Coaching calls must be front-loaded with content into the first two or three calls to account for real-world utilization of telephone-based coaching (i.e., fewer than four calls completed).
 - v. Services must be culturally and linguistically appropriate, available in English, with bilingual staff or third-party interpreters available to provide translation for other languages.
 - 1. The selected Contractor has the option to transfer callers who speak Korean, Cantonese, Mandarin, or Vietnamese to the Asian Smokers' Quitline.
 - vi. Protocols for initial and follow-up calls, provision of NRTs, and other services must be based on research-validated principles of motivational interviewing for inducing behavior change and a cognitive-behavioral approach to treating substance use.
 - vii. Tailored protocols for cessation coaching will be provided to tobacco users who, during their intake or registration call:
 - 1. Self-identify with one or more Priority Populations;
 - 2. Indicate use of ESDs, including:

- a. Exclusive ESD users ready to make a quit attempt
 - b. Dual-use ESD users ready to make a quit attempt
 - c. Youth ESD users (under the age of 18);
 - 3. Indicate being pregnant, planning to become pregnant, or breastfeeding;
 - 4. Indicate being under the age of 18; or
 - 5. Any combination of 1 through 5, above.
 - viii. Coaches will proactively call enrolled tobacco users for each of their scheduled calls to ensure progress toward cessation on a schedule that adheres to best and promising practices, as well as real-world experience.
 - ix. For tobacco users with cellular phones, the selected Contractor will utilize text messaging support if selected as a service by the participant.
 - x. Dose and provide guidance for use of over-the-counter NRT as outlined in the below Nicotine Replacement Therapy (NRT) section, based on the tobacco user's medical history.
- b. For tobacco users contacting the HTQL who are not ready to quit within the next thirty (30) days or who decline more intensive services, provide one counseling call with encouragement to call back when ready to quit. NRT will not be provided in these circumstances.
- c. For youth (under age 18 years)
 - i. Provide up to five outbound cessation telephone coaching calls with a youth cessation coach, allowing up to two enrollments every 12 months, at no charge to the callers.
 - ii. Provide details of cessation strategies that are appropriate and evaluated for youth under age 18. Submit as appendix detailed treatment framework and published evaluation findings.
3. Call Volume Monitoring and Adjustments:
- a. The selected Contractor must have:
 - i. A monitoring plan to identify peak call times and adjust staffing as needed to ensure 90% of incoming calls are answered by a live person without going to voicemail;
 - ii. An established process and options for handling periods of high call volume (e.g., changing welcome message, voice prompts, directing people to DOH's website or HCF cessation grantees, changing the number of intake questions, limiting services for a short time, etc.); and
 - iii. Protocol for periods when call volumes exceed line capacity.
 - b. The Contractor must make de-identified recorded calls available to DOH at a mutually agreed frequency.
 - c. The Contractor must accommodate quality checks by DOH and the independent evaluator in the form of secret shopper calls, recorded or observed calls, and other types of quality checks.
4. Nicotine Replacement Therapy (NRT):

- a. The Contractor must:
 - i. Ship FDA-approved NRT (patches, gum, and/or lozenges including combination therapy) to enrolled tobacco users, as appropriate and at no cost to the user.
 - ii. Ship NRT to enrolled tobacco users in varying amounts depending on eligibility criteria and insurance status, as stated in the contract.
 1. Special protocols and additional NRT should be provided to tobacco users who, during their registration call, report:
 - a. Living with mental illness or behavioral health disorders, substance use disorders, or both
 - b. Being pregnant, planning to become pregnant, or breastfeeding. For callers that identify as pregnant, planning to become pregnant, or breastfeeding:
 - i. NRT will be provided with health care provider's permission
 - ii. Provide specialized coaching and support for use of NRT.
 - iii. Provide a process to seek and document health care provider consent and approval for NRT use when participant's medical conditions require an override (e.g., pregnant women, certain health conditions).
 - iv. Provide medical oversight for provision of NRT, both in conjunction with telephone coaching, and without any other service offering (e.g., NRT starter kits).
 - v. Assist users in recommending the appropriate dose and type of NRT, both by telephone, and through the online registration platform.
 - vi. Monitor orders and deliveries to prevent fraud.
 - vii. Insert additional materials in NRT shipments, and change those materials, at the request of DOH.
 - viii. Include language-appropriate instructions for non-English speaking tobacco users.
- b. The Contract must identify participants ineligible for NRT, including:
 - i. Tobacco users who report having health insurance (not including NRT starter kits).
 - ii. Tobacco users who require provider consent due to a medical condition but are denied approval by their health care provider.
 - iii. Minors (under 18 years of age).
- c. In consultation with the Contractor, DOH will determine and authorize changes to NRT service eligibility, as appropriate.

7. Web-Based Services

- a. For insured, uninsured and underinsured tobacco users ready to make a quit attempt in the next 30 days, the Contractor must also provide a stand-alone web-based cessation program.
 - i. The web-based program must offer equivalent services but be provided online (no telephone counseling)
 - ii. Two weeks of NRT will be available

- iii. Additional support must be provided through a text program (see below)
- iv. Participants in the web-based program may switch to the telephone-based program.

D. Supplementary Cessation Services

In addition to the telephone-based services and offering NRT to Hawai'i residents, the selected Contractor shall provide supplementary cessation services, as outlined below, to all Hawai'i residents, regardless of health insurance status. These supplementary services may be complementary to telephone-based coaching and NRT or they may be stand-alone cessation service offerings. Hawai'i residents may choose among any or all of the supplementary cessation services and may enroll in these services either by telephone or through the online registration platform. Consistent with HTQL's experience and success, the intention of offering supplementary cessation services is to increase the reach of Hawaii's cessation services and assist more tobacco users with their quit attempts.

1. NRT Starter Kits

- a. The Contractor shall ship NRT to tobacco users, as appropriate.
 - i. The default starter kit offering is a 2-week supply of either the nicotine patches, gum, or lozenges.
 - ii. An individual participant may receive up to two NRT starter kits per 12-month period.
- b. The Contractor shall make follow-up telephone calls to all individuals receiving NRT to address questions or concerns they may have about their NRT, and provide a description of other services for which they are eligible.
- c. The selected Contractor shall not provide NRT starter kits to participants who are ineligible:
 - i. Tobacco users who require provider consent due to a medical condition, but are denied approval by their health care provider.
 - ii. Minors (under 18 years of age)

2. Integrated Email Support Program

- a. The selected Contractor shall provide an email support program under the oversight and direction of DOH. The program concept is a series of uni-directional informational emails to interested participants with a goal of moving tobacco users (including ESD users) along the stages of change and supporting them in their quit attempts with tips, advice, resources, and the option of enrollment in the HTQL.
 - i. An individual participant may enroll in the email support program up to two times per 12-month period.
- b. The email support program shall be evidence-based or, at a minimum, evidence informed. (Refer to NAQC Quitline Services: Current Practice and Evidence Base, pg. 9, for a description of a preferred email support program.)
- c. The email support program shall evolve as needed to meet changing consumer demands and utilization patterns.
- d. The email support program must follow best practices and regulations for email usage.

3. Integrated Text Messaging Support Program

- a. The Contractor shall provide text messaging support as stated in the contract and directed by DOH. Ideally, the text messaging program will be interactive, with the capacity to respond to “texts for help” (e.g., keywords such as “CRAVE,” “SLIP,” “MOOD”). At a minimum, the text messaging program should be one-directional with a series of “daily tips” for quitting based on stage of change and the quit date set by the individual participant.
 - i. Participants may enroll in the text messaging support program up to two times per 12-month period.
- b. The text messaging support program shall be evidence-based or, at a minimum, evidence informed. (Refer to NAQC Quitline Services: Current Practice and Evidence Base, pg. 9, for a description of a preferred text messaging support program.) The text messaging program for youth under age 18 must be supported by evidence that is specific to youth cessation.
- c. The text messaging support program shall evolve to meet changing consumer demands and utilization patterns.
- d. The text messaging program should follow best practices and regulations for text messaging, including the Telephone Consumer Protection Act (TCPA).

4. Printed Materials

- a. The Contractor must provide a printed Quitting Guide that includes information and guidance about quitting, with culturally and linguistically appropriate language translation upon request by DOH. The Quitting Guide shall adhere to best practices and current evidence and must be written at an 8th grade reading level or less. Content, format, and branding shall be subject to approval by DOH prior to printing and distribution.
- b. The Contractor must establish a process for updating the Quitting Guide under the guidance of DOH.
- c. The Contractor must work with DOH to create and provide supplementary print materials other than the Quitting Guide.
- d. The Contractor will be responsible for:
 - i. Content development, production and printing;
 - ii. Annual review and revision of the Quitting Guide and supplementary print materials, as needed according to current academic literature and community practice for cessation;
 - iii. Fulfillment of all requests for printed copies of the Quitting Guide and supplementary print materials.
 - a. An individual participant may receive one Quitting Guide per 12-month period;
 - iv. Providing a downloadable electronic version of the Quitting Guide and all supplementary print materials for the website; and
 - v. Tracking requests for Quitting Guides and supplementary print materials and enforcing annual mailing limits, including additional materials with

the Quitting Guide mailings, such as promotional fliers for other DOH cessation services, if requested.

F. Referral

The Contractor must enable health professionals and community organizations (e.g. dental clinics, mental health practices, primary care clinics and hospitals, community-based organizations) and other allied health professionals to use a single form and fax number to refer the people they serve to the HTQL. The Contractor must respond to all incoming referrals regardless of health insurance status.

The Contractor will have the following functions available.

1. Receive all incoming referral information by paper fax using a standardized form previously approved by DOH.
 - a. The Contractor shall make up to three outbound attempts to reach the referred tobacco user within the participant's preferred times indicated on the referral form, or if none are stated, then within one week of fax receipt. Attempts must be made until the referred user is reached, or until three outbound call attempts are made without reaching the user. Voicemail messages must be left for the referred user when not reached, if that option is selected on the referral form.
 - i. If the referred user is reached, the selected Contractor must assess the individual for eligibility for services through Hawaii's cessation services program and provide cessation services as described within the Telephone-based Services section above.
 - b. Report to the referring entity the results of the outbound attempt(s) to reach the referred individual only if the entity is HIPAA-covered. Results may refer to the user as "enrolled," "declined services," "unable to reach," or use other terminology to be reviewed and approved by DOH.

The Contractor shall include referral data in all reports and dashboards provided to DOH. Currently the referral process is fax-based only. It is expected that the Contractor will maintain this functionality. In addition, the Contractor must have the capacity to work with DOH to expand the referral process and phase in a new referral model as a supplement to fax-based referral services. The selected Contractor shall work with HCF and DOH to develop a plan and timeline for implementation of one or more of these processes during contract negotiations:

1. A secure online referral process for those wishing to refer individuals via the Internet.
2. A secure email system for those wishing to refer individuals via email.
3. "Live referrals" - the health care provider or professional contacts the selected Contractor with the client or patient in the room and then once connected turns the interaction over to the client/patient to complete intake and set a date for the first coaching call.
4. An electronic health record referral (eReferral) process. Preferred bi-directional eReferral that meets NAQC standards.

5. Mechanism to bill and receive reimbursement from all participating health plans and Medicaid for services provided.

G. Quality Assurance and Improvement

Quality assurance and quality improvement of all service offerings is an integral approach of the HTQL services, including database management. The Contractor shall accept random quality checks by the DOH/HCF and the independent evaluator in the form of secret shopper calls, recorded or observed calls, other types of quality checks.

A quality improvement plan is essential for any program. The selected Contractor shall, within the first three months of the contract, work with DOH to finalize the quality improvement plan and then provide DOH with periodic findings and outcomes of the quality improvement plan efforts. DOH may elect to include the independent evaluation contractor in the plan development process.

The cessation services quality improvement plan should rely on, at a minimum, quantitative and qualitative data from cessation services intake data, case management data, participant follow-up, and feedback from cessation coaches and intake specialists. If other data sources are available to help inform the quality improvement plan, the selected Contractor should provide additional details about other data sources that are available, how they are collected, and whether and in what format they can be provided to DOH. These data should be used to identify problem areas or issues in database operation or management or where additional staff training, protocols or policy decision-making by DOH are needed to ensure the cessation coaching and intake specialist staff have the necessary knowledge, tools, and experience to effectively deliver cessation services and achieve the goals of the contract.

H. Reporting and Evaluation

To monitor and evaluate Hawaii's cessation services program, HCF and DOH require, and the selected Contractor shall provide weekly, monthly, quarterly, and annual reports and data files. The Contractor is expected to internally monitor its own reports, identify trends, compare reporting periods, inform DOH of possible issues and Contractor's approach to further investigate, confirm, and resolve these issues within a reasonable timeframe. Proposed contractor-initiated changes to the HTQL user interface, registration system, data collection and reporting categories, and other important service elements must be disclosed to and approved in advance by DOH before implementation. The Contractor will be expected to meet with DOH representatives on a regular basis to review the quality improvement plan, reports, status of pending unresolved issues, and any other matters requested by DOH. Appropriate members of Contractor's team that have sufficient expertise and authority to resolve issues must attend these meetings. Representatives of the independent evaluator selected by HCF/DOH may attend meetings at the request of DOH.

The Contractor will pull and report all required data for the CDC's NQDW and NAQC's Annual Survey, and conduct an outcomes evaluation to calculate 7-month quit rates, as described in NAQC's Calculating Quit Rates, 2015 Update issue paper.⁹ The selected Contractor must have the ability to report individual-level demographic, tobacco use history, medical screening, program utilization, and follow-up data, including linking records for multiple interactions and enrollments over time. These data must be made available electronically as both raw data exports and as

⁹ https://cdn.ymaws.com/www.naquitline.org/resource/resmgr/Issue_Papers/WhitePaper2015QRUpdate.pdf

customized aggregated reports, on a monthly basis at minimum, to DOH and, at DOH's option, to the independent evaluator. The selected Contractor must have a robust quality control process in place to review and assure accuracy of all data before releasing it to DOH.

In addition, the selected Contractor is required to respond to ad hoc data requests for special evaluation studies that may occur up to four times a year. All data and data reports must be delivered electronically and upon receipt are the property of DOH.

The selected Contractor must confirm compliance with the following requirements in the event of termination of the Contract for any reason:

1. Ability to partner with DOH staff and vendors to conduct research on quitline-related questions.
2. Ability to conduct outcomes (quit rate) evaluation during the contract period.
3. Consent to an independent evaluation conducted by a contractor selected by HCF/DOH.
4. Experience with and willingness to provide individual-level raw data to an independent evaluator for the purposes of evaluation and research.
5. Entry into a business associate or confidentiality agreement, or both, as needed, with the independent evaluator and Hawaii health plans, to allow for transfer of data.
6. Provision of data to the independent evaluator as requested, in full compliance with the federal HIPAA and HITECH laws and regulations and with Hawai'i Revised Statutes Chapter 487J and 487N .
7. Modification of types of data collected as needed to align with NAQC's best practices and DOH's monitoring and evaluation needs.
8. Collection and reporting on all items in the NAQC Minimum Data Set.
9. Collaboration with the independent evaluator to pull and, if necessary, report on data required for CDC's NQDW and NAQC's Annual Survey.
10. Completion of an Annual Report and submission to DOH and HCF at the end of each contract year.
11. Completion of a Final Closeout Report and submission to DOH and HCF at the end of the contract period.

H. Turnover of Cessation Services

Contractor shall provide assistance to HCF/DOH in the turnover of the HTQL services to a new contractor prior to the expiration of the Contract or in the event of earlier termination of the Contract for any reason. At least 6 months prior to the expiration of the Contract, or upon request by HCF/DOH in the event of termination of the Contract for any reason, the Contractor shall prepare and submit a detailed turnover plan to HCF/DOH for review and approval. The plan shall define the turnover approach, define all individual tasks, and provide a schedule by calendar day for the turnover effort.

4. INNOVATIVE APPROACHES

HCF/DOH is also interested in exploring new and innovative approaches to expand reach, improve

quit rates, and address tobacco-related disparities among the Priority Populations. These items should be separated from the required items in the Cost Proposal. HCF/DOH is open to new ideas, promising practices, and modifications to the cessation service offerings and delivery outlined above, based on:

- The capacity of the selected Contractor;
- Emerging needs from the field;
- Available technologies; and
- Input from community and the Hawai'i Tobacco Prevention and Control Advisory Board.

The Contractor must work closely with DOH to identify potential, culturally informed, additional or adapted approaches that may be phased in over time.

5. FUNDING AND DURATION

Funding for the maximum 42-month contract term will be up to \$1,925,000, equivalent to \$550,000 per contract year, subject to availability of funds from the Trust Fund. Price will be a significant factor in the evaluation of proposals. HCF reserves the right to award less than \$1,925,000. This RFP does not obligate HCF to award a contract or complete the program, and HCF reserves the right to cancel the solicitation.

This will be a cost-reimbursable contract. Contract reimbursement payments will be made for services performed or work delivered after it is accomplished. There is no provision for reimbursement of indirect costs.

The contract is expected to begin upon full execution of the contract, with an estimated three (3) month period for startup to prepare for a seamless transition in services (from the user perspective) on January 1, 2021. The initial term of the contract is expected to be no longer than two (2) years, from January 1, 2021 to December 31, 2022. HCF and the selected Contractor may mutually agree to extend the contract up to an additional 1.5 years to June 30, 2024, based on contractor performance and funding availability.

6. QUESTIONS ABOUT RFP

Prospective applicants are encouraged to contact HCF with questions that may arise concerning this RFP. Please email RFP questions to tmatsuda@hcf-hawaii.org. Questions should include "Cessation Services RFP Question" in the email subject line. Questions may only be sent to the above email address; applicants cannot submit questions via phone, U.S. mail, or other means. All questions and answers will be posted publicly as "FAQs" on the HCF website at <https://www.hawaiicommunityfoundation.org/grants/tobacco-cessation-HTQL>. Questions and answers will be updated approximately weekly. The last day questions may be submitted is **Friday, August 7, 2020 at 5:00 pm HST**. Answers to final questions will be posted by **Tuesday, August 11, 2020**.

Individual HCF and DOH staff are **not** authorized to discuss this RFP with any potential applicant before the submission deadline. Contacting, or attempting to contact, anyone at HCF or DOH regarding this RFP other than through the above email address may result in disqualification.

7. PROPOSAL CONTENT

Proposal format requirements (*for narrative Sections 1 – 7 below only*)

- Proposals must be typed, with one-inch margins, and in 11-point Calibri font.
- All pages must be single-spaced and numbered consecutively.

Proposals must include the following information:

1. A statement of understanding of program goals and capacity to operationalize HCF/DOH's vision for statewide cessation services, including how cessation services will appeal to and serve populations most disparately impacted by tobacco use. Outline diversity of staff and ability to provide culturally informed cessation services. (*3 pages maximum*)
2. An outline of previous experience and examples of similar work done, including supporting the transition of cessation services from one funding/administrative organization to another. (*8 pages maximum*)
 - a. Provide the most current complete program quit rates at 7 months post-registration for all program components (if available) described in the Sample Tasks.
 - i. For telephone-based coaching, please provide 7-day and 30-day point prevalence abstinence rates, and a detailed description of the methodology used to obtain them. Please provide quit rates for a state with comparable services offered and similar tobacco user characteristics as outlined in the Sample Tasks (e.g., uninsured tobacco users who receive NRT but **not** prescription medications.) Describe in detail the population both in the numerator and the denominator of the calculation.
 - ii. For all other service components including an NRT starter kit, email support program, text messaging support program, and or provision of a Quitting Guide and supplementary print materials, provide evaluation results including quit rates, if available, either as standalone services or in combination with phone coaching or each other. For any quit rates provided, describe in detail the method used to obtain or estimate the quit rate.
3. For each service department area below, provide a description of the department's role and scope of work, the number of staff members, and title and qualifications of the person or people responsible for that department or area. (*3 pages maximum*)
 - a. Client Services: describe how the HCF/DOH cessation services account will be serviced (e.g., account manager(s)). Include the name of the account manager(s) who will be assigned to the cessation services account and proposed or recommended full-time equivalent (FTE) of time dedicated to the cessation services account. The account manager for this contract is expected to be at least 0.75 FTE to 1.0 FTE.
 - b. Coaching: describe hiring requirements for coaches, approach to training, monitoring, and advancement for coaches, and initial and ongoing training for

- staff to better serve members of cultural groups or other sub-populations.
 - c. Data management and reporting.
 - d. Research and evaluation.
 - e. Product development.
 - f. Other key departments responsible for aspects of the cessation services account.
- 4. A narrative describing tasks to be completed by both the Contractor and DOH during the startup/development time period. *(2 pages maximum)*
- 5. A detailed timeline of milestones within the contract period, including startup/development period, launch of cessation services, and major deliverables. *(2 pages maximum; if using a timeline graphic, applicant does not need to follow format requirements outlined above)*
- 6. A narrative of how deliverables in the Sample Tasks will be fulfilled. The Sample Tasks are described in detail as preferred services and service delivery standards. Applicants are not expected to provide a detailed narrative of all tasks listed but must provide adequate responses reflecting the ability to fulfill each task. Applicants must indicate within the application which tasks or categories of tasks cannot be fulfilled. Narrative must be provided **in the following order:** *(24 pages maximum)*
 - a. Online Registration Platform and Database *(3 pages maximum)*
 - b. Telephone-based Services *(5 pages maximum)*
 - i. Intake
 - ii. Coaching Training and Experience
 - iii. Intensive Telephone-based Coaching
 - iv. Call Volume Monitoring and Adjustments
 - v. Nicotine Replacement Therapy
 - c. Supplementary Cessation Services *(4 pages maximum)*
 - i. NRT Starter Kits
 - ii. Email Support Program
 - iii. Text Messaging Support Program
 - iv. Printed Materials
 - d. Referral *(4 pages maximum)*
 - i. Proposed launch timeline and procedural work plan for any of the following referral processes that applicant has the experience and capacity to implement:
 1. Paper fax-based referral (services available no later than January 1, 2021).
 2. Online referral via the Internet, including an example of an online referral form (within first year of launch).
 3. Secure email system (within first year of launch).
 4. Live referrals, as described within the Sample Tasks (within the first year of launch).
 5. E-Referral (preferred bi-directional) (within the contract period).
 6. Mechanism to bill and receive reimbursement from health plans and Medicaid for services provided (within the contract period).
 - ii. For each referral processes selected for the application, submit as an

attachment a basic process flow chart from referral to intake registration to service provision. These attachments will not be subject to application page limits.

- e. Quality Assurance and Improvement (QAI) *(3 pages maximum)*
 - i. Description of continuous quality assurance and quality improvement approach of all service offerings including database management.
 - ii. Not more than two sample QAI reports should be included as attachments and are not subject to application page limits.
 - f. Reporting and Evaluation *(4 pages maximum)*
 - i. In addition to a detailed narrative of how the applicant will meet the deliverables outlined in the Sample Tasks, the applicant should submit a proposed evaluation plan that describes how they will work with DOH and the independent evaluator. Provide recommendations for evaluation type (e.g., continuous quit rates, sample quit rates, satisfaction surveys), as well as proposed frequency.
 - ii. Sample reports and data extracts should be included as attachments and are not subject to page limits.
 - g. A description of how fluctuations in demand will be met and identification of service adjustments the applicant would recommend. *(1 page maximum)*
7. A description and examples of innovative or alternative approaches to further increase reach and address disparities while meeting the goals of this RFP. Provide rationale or evidence as to how and why these approaches would increase the impact HTQL services can have on tobacco use and cessation in Hawai'i. *(4 pages maximum)*
- a. Applicants must provide an outline of the innovative or new service offerings, delivery opportunities, or both, that their organizations are planning or have the ability to do, beyond the deliverables outlined within the Sample Tasks.
 - b. Applicants must describe what, if any, changes they would make to the deliverables outlined within the Sample Tasks in order to meet the goals of this RFP.
 - i. Include the organization's ability to:
 - 1. Customize email or text messaging content at DOH's request.
 - 2. Tailor email or text messaging content, or both, to the tobacco user's stage of change, quit date or both; as well as type(s) of tobacco used.
 - 3. Adapt services based on input from Hawai'i tobacco users, Priority Populations, the Trust Fund Advisory Committee, and DOH.
8. Required attachments:
- a. Organizational Structure and Staffing
 - i. An organizational chart for the division or department responsible for the cessation services and operations. *(1 page maximum)*
 - ii. A position description with roles and responsibilities for the account manager(s) who will be assigned to the cessation services account. *(1 page per person maximum)*

- iii. An outline of intake staff (if relevant) and coach training program (both initial and ongoing). *(3 pages maximum)*
- b. De-identified recorded copies of actual calls, coaching sessions, or both, which must be on either CD-ROM or DVD for each of the following call types for a total of up to five recorded calls. At least one call must include the NRT dosing process.
 - i. Call recording that exemplifies the overall spirit and intent of the applicant's approach to helping tobacco users with the quitting process.
 - ii. Registration and first coaching call for a participant who qualifies for special protocols for those living with behavioral/mental health or substance use disorders, or both. *(If applicant has provided or currently provides this service)*
 - iii. Registration and first coaching call for a participant who qualifies for special protocols for persons identifying as lesbian, gay, bisexual, or transgender. *(If applicant has provided or currently provides this service)*
 - iv. Registration and first coaching call for a participant who qualifies for special protocols for Native Hawaiian tobacco users. *(If applicant has provided or currently provides this service)*
 - v. Registration and first coaching call for a participant who qualifies for special protocols for those having low socio-economic status. *(If applicant has provided or currently provides this service)*
- c. Printed Materials *(attachments to the application, no page limit)*
 - i. Copies of the Quitting Guide(s) (versions in English and any other languages) currently sent to tobacco users.
 - ii. Copies of all printed participant materials used to support the coaching program and NRT provision.
 - iii. Copies of materials available for friends and family of tobacco users.
 - iv. Copies of applicant's materials tailored for any of the Priority Populations, in English and any other languages.
 - v. Copies of any types of printed materials that are currently included in NRT shipments (e.g., medication use instructions, posters, fliers, etc.)
- d. Email Support Program and Text Messaging Support Program
 - i. The entire email library of existing or planned email support messages, as it appears in the email formatting used. Provide an explanation of how these email messages can be customized.
 - ii. The entire text message library with explanations of how text messages can be customized.
- e. Quality Assurance and Improvement
 - i. Examples of quality assurance and quality improvement plans and reports the applicant has developed for clients, or a sample plan and report the applicant could develop for Hawai'i cessation services, including a delivery schedule. *(Please assume DOH will seek quarterly quality assurance reports).*
- f. Reporting and Evaluation

- i. Examples of the standard monitoring and outcomes reports the applicant provides to clients, or a sample of monitoring and outcomes report the applicant could develop for each of the cessation services, including delivery schedule.
 - 1. Include weekly, monthly, quarterly, and annual reports.
 - ii. A sample standard data extraction and data dictionary. *(6 pages maximum)*
 - 1. Include each variable that is included in standard data extractions for similar clients for intake data, utilization data, and evaluation data, as well as data dictionary for each variable.
 - g. Contact information (name, title, organization, address, phone, and email) for **three (3) references** who can speak to the organization's ability to fulfill the Sample Tasks presented in this RFP.
 - h. A copy of the applicant organization's most recently completed Voluntary Product Accessibility Template (VPAT) for one of the applicant's currently operating cessation services, evaluating accessibility of the applicant's online registration platform and database, any online documents, templates for email or text support programs, as well as telephone coaching services for deaf/hard of hearing. Indicate the VPAT completion date and the VPAT level standard that was applied in the selected assessment. The applicant may attach samples of their work to further explain their answers to VPAT sections.
9. A Cost Proposal describing the costs associated with performing the services and deliverables in the RFP. Use the Cost Proposal Instructions in **Appendix A**. For this contract, HCF will not make regular payments based upon the passage of time; it only reimburses for services performed or work delivered after it is accomplished and after DOH approves invoices for that work.
10. Proposal Cover Sheet completed and signed. **Appendix B**
11. Mandatory Requirement Compliance Form signed. **Appendix C**
12. Tobacco-Free Organizational Commitment completed and signed. **Appendix D**
13. A completed response to the Vendor Security and Compliance Questionnaire. **Appendix E**

8. PROPOSAL INSTRUCTIONS

All proposals must be received no later than **5:00 p.m. Hawai'i Standard Time on Friday, August 14, 2020** to be considered for funding. Proposals must be sent, hand-delivered, or couriered to:

Tom Matsuda
 Program Director
 Hawai'i Community Foundation
 827 Fort Street Mall
 Honolulu, Hawai'i 96813

Late proposals will not be considered.

All costs incurred in responding to this RFP will be borne by the applicant. Fax and email responses will not be accepted or considered.

Submit **seven (7) copies** of the full proposal, including attachments. Proposals are to be sealed in mailing envelopes or packages with the applicant's name and address written on the outside. Each copy of the proposal must be signed by an authorized member of the applicant organization.

Provide **seven (7) copies** of the Cost Proposal in a separately sealed envelope clearly marked on the outside "Cost Proposal" along with the organization's name.

The total cost of this contract should not exceed \$1,925,000. Price will be a significant factor in the evaluation of proposals.

9. PROPOSAL EVALUATION

All responses received by the deadline will be evaluated by representatives of HCF and DOH. Proposals will first be reviewed for responsiveness to determine if the minimum requirements have been met. Proposals that fail to meet minimum requirements will not advance to the next phase of the evaluation. HCF reserves the right, based on the scores of the proposals, to create a short-listing of applicants who have received the highest scores to interview, or conduct demonstrations/presentations. HCF reserves the right to seek best and final offers from one or more applicants.

Finalists may be asked to travel to Honolulu at their own expense for an in-person interview with representatives of HCF and DOH. In the event COVID-19 pandemic travel restrictions prevent this travel, in the discretion of HCF, interviews will be conducted virtually. The interview will be used to engage applicants in a more detailed discussion about some of the aspects of the proposal. The estimated time frame for interviews is during the week of August 31, 2020.

A. Mandatory Requirements (Scored as Pass/Fail)

The following will be considered on a pass/fail basis:

1. Proposals must be received on or before the deadline specified in this solicitation.
2. Applicant must be either a nonprofit or a for-profit entity based in the United States.
3. Applicant must comply with the Tobacco-Free Organizational Commitment (Appendix D).
4. Applicant must have a verifiable track record of providing evidence-based cessation services for at least the past 5 years.
5. Applicant must, to the extent required by law, be in full compliance with the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with these and other regulations may require entering into business associate agreements to facilitate transfer of data.
6. Applicant must provide and support, either in-house or through subcontractors, the digital

platforms, systems, processes, and protocols necessary to operate, maintain, and update web-based systems for registering users for: intensive telephone-based coaching, the email support program, and the text messaging support program, and ordering and delivering NRT starter kits and all printed materials. Contractor must also follow web best practices and regulations (e.g., such as CANSPAM for email).

7. Each applicant must provide medical oversight and accept all liability for treatment services including but not limited to dosing and recommendation of nicotine replacement therapy (NRT) provided either by cessation coaches, or as a self-serve option as part of an NRT starter kit.
8. Applicant or applicant's subcontractor(s) must have the capacity to dispense and receive reimbursement for over-the-counter NRT to clients enrolled in the HTQL.

Applicants will be required to sign a statement affirming their compliance with Mandatory Requirements 2 through 8 and submit the Mandatory Requirements Compliance Form in **Appendix C** with the proposal. Failure to include this form will result in disqualification.

B. Evaluation Factors (Scored based on percentage as indicated)

Factors and weighting for proposal review and assessment:

1. Expressed understanding of program goals	10%
2. Relevant experience with the services to be delivered	15%
3. Demonstrated ability to fulfill the deliverables set forth in the Sample Tasks section	35%
4. Innovative or alternative approaches	5%
5. IT system accessibility and security	5%
6. Cost proposal	30%

It is anticipated that the evaluation and selection will be completed by mid-September 2020.

C. General Requirements

Conflicts of Interest

Applicant must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this request for proposals. The list should indicate the name of the entity, the relationship, and an explanation of the conflict.

Proposal Contents

By submission of a proposal, applicant warrants that the information provided is true, correct and reliable for purposes of evaluation for a potential contract award. The submission of inaccurate or misleading information may be grounds for disqualification from the award as well as other remedies available by law.

Disposition of Responses; Trade Secrets

All materials submitted in response to this RFP will become property of HCF after the evaluation process is completed. If the applicant submits information in response to this RFP that it believes

to be trade secret materials, the applicant must:

- clearly mark all trade secret materials in its response at the time the response is submitted,
- include a statement with its response justifying the trade secret designation for each item, and
- defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless HCF and DOH, their respective agents and employees, from any judgments or damages awarded against HCF and/or DOH in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives HCF's award of a contract. In submitting a response to this RFP, the applicant agrees that this indemnification survives as long as the trade secret materials are in possession of HCF or DOH.

HCF will not consider the prices submitted by the applicant to be proprietary or trade secret materials.

Sample Contract

Applicants should be aware of HCF's standard contract terms and conditions in preparing a response. A sample of HCF's standard contract template is attached for your reference as **Appendix F**. The standard contract terms and conditions are subject to change by HCF until the contract is executed. If an applicant takes exception to any of the terms, conditions or language in the standard contract form (Appendix F), it must indicate those exceptions in the response to the RFP; certain exceptions may result in your proposal being disqualified from further review and evaluation. Only those exceptions indicated in the response to the RFP will be available for discussion or negotiation.

Organizational Conflicts of Interest

The applicant warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons or organizations, a vendor is unable or potentially unable to render impartial assistance or advice to HCF/DOH, or the vendor's objectivity in performing the contract work is or might be otherwise impaired, or the vendor has an unfair competitive advantage. The applicant agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to HCF and DOH, which must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. If a conflict of interest is determined to exist, HCF may, upon recommendation from DOH or at its discretion, cancel the contract. In the event the applicant was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to HCF and DOH, the contract may be terminated. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms "contract," "contractor," and "contracting officer" modified appropriately to preserve HCF and DOH rights.

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Appendix A – Cost Proposal Instructions

Provide a Cost Proposal worksheet to present the costs for the services and deliverables requested in the RFP. Include a narrative description for how you arrived at each cost.

Please describe and list costs within each of the following sections described below:

- Startup/Development
- Online Registration Platform and Database
- Telephone-based Services
 - Intake and Intensive Telephone-based Coaching
- Nicotine Replacement Therapy (NRT)
- Supplementary Services
 - NRT Starter Kits (the costs for NRT starter kits should be included within the “Nicotine Replacement Therapy (NRT)” section)
 - Email and Text Messaging
 - Printed Materials
- Referral
- Reporting and Evaluation
- Innovative Approaches
- Other Costs

Please note any potential changes in costs within the start-up period and the initial two-year contract period according to the following timeframes:

- Contract start date – Approximately October 1, 2020 (Startup/Development)
- Service start date – January 1, 2021
- Initial two-year contract period - January 1, 2021 - December 31, 2022

The bulleted items within each section of the Cost Proposal instructions (below) are intended as examples of what should be included in your cost estimates for each area of work. They are NOT intended to limit what can be included, nor are you required to have a line item for each bullet.

Startup/Development

Provide the startup and development costs for the period of contract start date through December 31, 2020. Costs should include coordination with the HTQL Communications Contractor for HTQL cessation services branding and promotion. Include any costs related to ensuring a seamless transition of services to tobacco users to begin on January 1, 2021.

Online Registration Platform and Database

Provide the costs for all development, operations, and maintenance related to online application and registration for all cessation service offerings as described in the Sample Tasks. Include costs associated with development and maintenance of the online registration platform and database(s). Make sure to include in your Cost Proposal the following items, if applicable:

- Development costs
- Database management
- Translation costs for languages other than English
- Customization and co-branding costs
- Web registration (per individual)
- Provision of real-time technical assistance during the Contractor’s operating hours to users trying to register for services
- Costs for any proposed content to make available on DOH’s website.

Telephone-based Services

Provide the costs for each type of call for telephone-based services excluding telephone-based coaching-related calls (as described below). Provide costs for completed calls only. Types of calls for this section include, but are not limited to:

- General inquiry calls (information only provided; no services selected)
- Registration for supplementary cessation services (no NRT)
 - Materials only calls (Quitting Guide requested and ordered)
 - Do not include mailing costs for Quitting Guides. All mailing costs should be included in “Printed Materials” section
 - Registration for standalone email and/or text messaging
- NRT starter kit ordering calls
 - DOH assumes the cost for NRT starter kit ordering calls would also cover the cost for registering for email or text messaging support
- Follow-up calls to all recipients of NRT starter kits
 - Starter kit follow-up calls reached
 - Starter kit follow-up calls unreachable
- Warm-transfer of health plan members to the appropriate quitline and/or providing health plan members information about how to contact their health plan

Note: HCF will not pay for calls such as out-of-state calls, prank calls, wrong numbers, hang-ups or calls that go to voicemail.

Intake and Intensive Telephone-based Coaching

Provide the costs for completed calls for each type of coaching service/protocol provided. For coaching calls, all prices listed must be for received/completed interventions and must not include those callers who enroll or schedule a call but do not participate in an “intervention”. Payment will only be provided for each call after it has actually been completed. “Completed” means a coaching interaction has taken place between a tobacco user and a coach by phone.

Include in your cost proposal the following items, if applicable:

- Intake calls for the quitline (registration)
 - Include estimated costs for customization (e.g., changing question wording, order, or selection of questions)
- Coaching call one
- Coaching calls 2-4

- Special protocols (Priority Populations; youth; other)
 - Intake calls
 - Coaching call one
 - Coaching calls (after first call)

Nicotine Replacement Therapy (NRT)

Provide the costs per unit for fulfillment of NRT requests via NRT starter kits (2-week supplies) and via intensive telephone-based coaching (Table A: examples of NRT pricing).

Table A	Cost per unit via telephone-based coaching (For each: 2 weeks, 4 weeks, and 8 weeks)	Priority Populations (add separate columns for each Priority Population if needed)	Starter kits (2 weeks)
Patches			
Gum			
Lozenges			
Combination Therapy; patches and			N/A
Combination Therapy; patches and lozenges			N/A

Make sure to include in your Cost Proposal the following items, if applicable:

- Inserting NRT instructions and possible additional materials with NRT mailings (do not include the cost of printing materials; all printing costs associated with materials should be included in the “Printed Materials” section)
- Mailing costs

Email and Text Messaging

Provide the price per user or flat rate for each standalone service. It is assumed that any costs for email or text messaging included as part of the intensive telephone-based coaching services are covered in the “Intake & Intensive Telephone-based Coaching” section. Make sure to include in your cost proposal the following items, if applicable:

- Development costs
- Co-branding and customization costs

Printed Materials

Provide the costs for each type of printed material proposed, including Quitting Guides, informational

materials, fliers/posters, etc. through supplementary cessation services or with quitline enrollments. Make sure to include in your cost proposal the following items, if applicable:

- Development of content
- Customization and co-branding of materials
- Translation of materials into languages other than English
- Mailing costs (for materials not included in NRT shipments)
- Creation of PDF or interactive online versions of all materials
- Revising and updating materials

Referral

Provide the costs for the receipt, processing, and outbound attempts to reach and serve ALL fax referrals received, regardless of insurance status (pricing should include initial outbound attempts made and should not include any costs associated with follow-up calls).

- Fax referrals reached/enrolled
- Fax referrals unreachable/declined
- Feedback to providers (per referral)

Provide the estimated costs for each of the applicant's proposed alternative/additional referral methods. Include both development and maintenance costs in keeping with the timelines noted within your proposal. (Note: this assumes online referral, secure email referral, and/or live referrals, if any, would be implemented within the first year of launch; and eReferral and a billing and reimbursement system, if any, would be implemented within the contract period):

- Online referral
- Secure email system
- Live referrals
- eReferral (preferred bi-directional)
- Billing and reimbursement system (as described in RFP)

Reporting and Evaluation

Provide all costs related to required reporting and evaluation, as appropriate.

Provide your hourly rate or other cost structure for providing *customized* reporting (this would not include the weekly, monthly, quarterly, and annual reports, as well as all data transfers for evaluation and research purposes required within the RFP).

Innovative Approaches

Provide all costs related to any innovative or alternative approaches included in the proposal. Please include hourly rates for staff time, development and maintenance costs, costs for adjustments to the services in the above sections, etc.

Other Costs

Provide an hourly rate for consulting in the following additional expertise areas:

- Online interactions and coaching by coaching staff
- Related consultation from clinical, operational, or programmatic staff. May include coaches, medical director, evaluation/research team, or other personnel

Provide costs for proactive re-engagement of former cessation services users, including:

- Proactive re-engagement calls reached
- Proactive re-engagement calls unreachable

Please itemize any additional costs not included in the above sections.

Additional Information

In addition to the costs provided in the Cost Proposal, include the following information:

- Hourly rate for IT programming beyond the startup/development phase should future changes be needed;
- Account management fees, if applicable; and
- Other, as needed.

Appendix B – Proposal Cover Sheet

General Applicant Information	
Organization Name:	
Address:	
City, State, Zip:	
Federal or State Tax ID Number:	
Proposal Contact Name:	Title:
Proposal Contact Email:	Phone:

Program Information	
Program Title:	Cessation Services Contractor
Program Director Name:	Title:
Program Director Email:	Phone:
Total Budget Amount Requested:	

The undersigned hereby affirms that the information contained herein is true and accurate to the best of the applicant's knowledge.	
Signature of Authorized Agency Representative:	Date:
Print Name and Title:	

Appendix C- Mandatory Requirement Compliance Form

Applicant must meet all of the following criteria to be eligible for consideration:

1. Applicant must be either a nonprofit or a for-profit entity based in the United States.
2. Applicant must comply with the Tobacco-Free Organizational Commitment (Appendix D).
3. Applicant must have a verifiable track record of providing evidence-based cessation services for at least the past 5 years.
4. Applicant must, to the extent required by law, be in full compliance with the Health Insurance Portability and Accountability Act (HIPAA).
5. Applicant must provide and support, either in-house or through subcontractors, the digital platforms, systems, processes, and protocols necessary to operate, maintain, and update web-based systems for registering users for: intensive telephone-based coaching, the email support program, and the text messaging support program, and ordering and delivering NRT starter kits and all printed materials. Contractor must also follow web best practices and regulations (e.g., such as CANSPAM for email).
6. Each applicant must provide medical oversight and accept all liability for treatment services including but not limited to dosing and recommendation of nicotine replacement therapy (NRT) provided either by cessation coaches, or as a self-serve option as part of an NRT starter kit.
7. Applicant or applicant's subcontractor(s) must have the capacity to dispense and receive reimbursement for over-the-counter NRT to clients enrolled in the HTQL.

The undersigned affirms that the applicant meets all of the criteria listed above. This form must be signed by the organization's chief executive responsible for ensuring that the applicant organization meets the eligibility requirements.

Signature: _____ Date: _____

Print Name: _____

Title: _____

Organization: _____

Appendix D – Tobacco-Free Organizational Commitment

Organization Name: _____

Please check the following:

The applicant named above hereby certifies that it will not accept funding from nor has an affiliation or contractual relationship with a tobacco or e-cigarette company, any of its subsidiaries, or its parent company during the term of the contract with the Hawai'i Community Foundation.

Please check the following:

The applicant named above hereby certifies its workplace is tobacco free (including e-cigarettes), during the term of the contract with the Hawai'i Community Foundation.

Certification

I, the official named below, hereby swear that I am legally authorized to bind the organization to the above described certification.

Director of agency or other officially designated representative

Signature	Date
Print name and title	

Appendix E – Vendor Security and Compliance Questionnaire

COMPANY INFORMATION

Name of Company:

Contact Person Completing the Questionnaire:

Email Address:

Phone Number:

Questionnaire Completion Instructions

1. Select the appropriate answer in each Response section.
2. Provide additional details in the “Describe” column to support every answer.
3. Include attachments as necessary to support the given information.

No.	Requirement	Response	Describe
1.	An individual has been designated as being responsible for security within the organization.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	
2.	An information security policy, based on industry acceptable standards and frameworks, is in place, has been approved by management and has been communicated to employees, contractors and individuals working on behalf of the organization.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	
3.	Security roles and responsibilities of employees, contractors and individuals working on behalf of the organization are defined and documented in accordance with the organization’s information security policy.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	
4.	An information security awareness and training program has been established and provides general awareness and role specific (e.g., secure coding, CJIS, etc.) security training to all employees.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	

5.	Background screenings of employees, contractors and individuals working on behalf of the organization are performed to include criminal, credit, professional / academic, references and drug screenings.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	
6.	The organization will: (1) locate all production and disaster recovery data centers that store, process or transmit HTQL data only in Hawai'i or the continental United States, (2) store, process and transmit HTQL data only in the United States, and (3) locate all monitoring and support of all the cloud computing or hosting services only in the United States.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	
7.	The system/solution/service provides password protection and security controls to prevent unauthorized access to or use of the system, data, and images. Proposed system solutions will ensure Industry best practices for security architecture & design.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	
8.	No data of any kind shall be transmitted, exchanged or otherwise passed to or accessed by other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by DOH.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	
9.	The system/solution/service will encrypt sensitive data in transit and at rest using industry standard encryption protocols; encryption keys will be available to DOH.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	
10.	All data will be stored, processed, and maintained solely on designated servers and no data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the organization's designated backup and recovery processes.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	
11.	All Information systems will be configured to industry security best practices (e.g., CIS, NIST, etc.).	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	
12.	Anti-Malware software will be installed, running and maintained on all systems.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	
13.	All physical access to information systems will be controlled and restricted to only those with a need to physically access these systems.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	
14.	The system/solution/service will be developed according to secure software development best practices (e.g., OWASP, etc.).	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	

15.	Automated and manual software assurance assessment, testing and remediation processes are in place to detect security flaws in the underlying application code that could pose security risks.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	
16.	The system/solution/service's storage processes, backup storage processes, and security procedures being implemented ensure that there is no loss of data or unauthorized access to the data.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	
17.	Firewalls are in place at the network perimeter and between the internal network segment and any DMZ.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	
18.	Systems and applications are patched in a timely manner to ensure critical security and operational patches and fixes are in place to ensure the confidentiality, integrity, and availability of the information system.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	
19.	Vulnerability tests (internal/external) are performed on all applications and platforms.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	
20.	Online transactions must conform to reasonable commercial security standards and measures.	Yes <input type="checkbox"/> No <input type="checkbox"/>	
21.	The system/solution/service will comply with the National Institute of Standards and Technology (NIST) Recommended Security Controls for Federal Information Systems and Organizations, Special Publication 800-53 revision 4, for Moderate systems.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	
22.	Independent Security audits of the system/solution/service, processes and data centers used to provide the services/solution are conducted at least annually. Audits are performed in accordance to SSAE16 SOC 2 or equivalent (e.g. FedRAMP) industry security standards. Contracted vendor will provide the most recent independent physical and logical audit results to DOH.	Yes <input type="checkbox"/> No <input type="checkbox"/>	
23.	The organization will coordinate disaster recovery and business continuity processes and plans with DOH and will provide DOH with a detailed disaster recovery continuity of operations plan as part of their response.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	
24.	The vendor will provide a detailed explanation of the security features that are built into the proposed system/solution/service.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	

25.	The vendor and system/solution/product/service/proposal will comply with the requirements of Hawai'i Revised Statutes, Chapters 487J and 487N, and applicable federal laws/regulations (e.g., HIPAA, FERPA, IRS Publication 1075, FBI/CJIS)?	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	
26.	If Federal, state or industry compliance requirements pertain to the data (e.g. CJI, IRS 1075, PHI (HIPAA), SSA, PCI, Etc.), the system/solution/service will comply with the said security policy and industry best practice.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	
27.	All data received from DOH or HCF, or created, collected or otherwise obtained as part of this agreement will be owned solely by the State of Hawai'i and all access, use and disclosure of the data shall be restricted to only that which is required to perform the organization's duties under this agreement.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	
28.	Processes will be in place to securely destroy or delete DOH and HCF data according to the standards enumerated in D.O.D. 5015.2 from systems or media no longer being used to fulfill the terms of this agreement or upon request from DOH and HCF.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	
29.	In the event of termination of the agreement, the organization shall implement an orderly return of DOH and HCF assets and/or the subsequent secure disposal of such assets.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	
30.	During any period of suspension, the organization will not take any action to intentionally erase any HTQL, DOH, or HCF data.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	
31.	An incident response plan is in place which includes notifying DOH immediately of a known or suspected security or privacy incident involving HTQL, DOH, or HCF data.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	

Appendix F – Hawai‘i Community Foundation Standard Contract Template

[Template begins on the following page.]



AGREEMENT FOR PROFESSIONAL SERVICES

Section One – Service Provider

Name: _____

Type: Individual Corporation LLC Partnership Other: _____

FEIN (SSN if individual): _____ GET No.: No Yes _____

If no GET number, do you have a place of business, property or a Hawaii representative: No Yes

Address: _____

City: _____ State: _____ Zip: _____

Primary Phone Number: _____ Home Cell Work

Second Phone Number: _____ Home Cell Work

Fax Number: _____ Email: _____

Authorized Representative & Title: _____

Section Two – Agreement

This Agreement for Professional Services (the “**Agreement**”) is made by and between the above-named Service Provider (the “**Service Provider**”) and Hawaii Community Foundation, a Hawaii non-profit corporation (the “**Foundation**”), for:

- The services (the “**Services**”) described in **Exhibit A**, attached hereto and incorporated herein by this reference, to be provided by the Service Provider to the Foundation;
- For the consideration described in **Exhibit B**, attached hereto and incorporated herein by this reference, to be paid by the Foundation to the Service Provider upon satisfactory completion of the Services; and
- Subject to the General Terms and Conditions set forth in **Exhibit C**, attached hereto and incorporated herein by this reference.

The term of the Agreement shall commence on the Effective Date (as provided below) and all Services shall be completed and delivered by the Service Provider to the Foundation not later than _____ (the “**Completion/End Date**”). The Service Provider shall have no right to extend the Completion/End Date, unless otherwise agreed to in writing by the Foundation, in the Foundation’s sole discretion. If this Agreement is for on-going Services, there shall be no automatic extension of the Completion/End Date.

Section Three – Acceptance

IN WITNESS WHEREOF, the parties have executed this Agreement as of _____. (“**Effective Date**”)

SERVICE PROVIDER:

Signature

Print Name / Title (if applicable)

Date

FOUNDATION:

Signature 1

Date

Print Name / Title

Signature 2 (as necessary)

Date

Print Name / Title

Print Name of Authorized Representative (if different from Signer)

The submission of this Agreement to the Service Provider shall be for examination purposes only, and does not and shall not constitute an offer by the Foundation to accept the Services. Execution of this Agreement by the Service Provider and the return of same to the Foundation shall not be binding upon the Foundation, notwithstanding any time interval, unless and until the Foundation has executed, dated and delivered this Agreement to the Service Provider.



Service Provider: _____

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Exhibit A

Scope of Work

- Per the attached document
- Other (*provide sufficient detail so that a determination can be made as to whether Services were adequately provided*)

Is the Service Provider required to carry Insurance per Schedule 1? Yes No



Service Provider: _____

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Exhibit B

Payment Schedule

Payment Amount:

- Lump sum for all Services rendered in the amount of \$ _____, including State of Hawaii general excise taxes.
- Other (*specify payment amount and frequency*)

Payment Terms:

- Net 30 days upon completion of all Services and receipt of undisputed invoice.
- Other (*specify payment terms, payment dates, and/or any conditions or approvals required prior to payment*)



Exhibit C General Terms and Conditions

1. **Scope and Performance of Services:** The Service Provider shall provide all labor, materials, equipment and tools necessary to perform, at its sole cost and expense, all of the Services. The Service Provider acknowledges, understands and guarantees that it will provide and perform the Services contemplated by or related to the Agreement promptly and at least with the degree of care, skill and diligence ordinarily exercised by other professionals performing the same or similar services, and according to the best industry standards and practices. The Service Provider shall supervise and direct the performance of the Services, using the Service Provider's best skill and attention. The Service Provider shall be solely responsible for and have control over the means, methods, techniques, sequences, and procedures and for coordinating all portions of the Services, unless the Agreement expressly provides otherwise. The Service Provider shall be responsible for all acts or omissions of the Service Provider's employees, contractors and agents and all other persons performing any portion of the Services.
2. **Independent Contractor:** In the performance of the Services, the Service Provider shall be an independent contractor and neither the Service Provider nor any of its employees or agents shall be considered employees of the Foundation. The Service Provider shall have the authority to perform the Services during the hours, and on the days, selected by the Service Provider and the Service Provider retains the right to perform professional services for others so long as the Service Provider otherwise complies with the terms of the Agreement. The Service Provider shall be responsible for the payment of any and all applicable taxes (income, general excise, use, etc.) on account of the Services, and for all applicable employment taxes, withholdings and benefits for the Service Provider and its employees. The Service Provider shall sign and deliver an Internal Revenue Service Form W-9 to the Foundation within five (5) days of the Effective Date. The Foundation shall provide the Service Provider and the applicable federal and state tax agencies with a Form 1099 reflecting the gross payments made by the Foundation to the Service Provider during the applicable tax year.
3. **Confidentiality:** The Service Provider agrees that all data and information submitted to or made available to the Service Provider by the Foundation or any other person on behalf of the Foundation, unless otherwise publicly available, and all data, information and other work developed by the Service Provider in connection with the Services, shall be strictly confidential and shall be utilized by the Service Provider in connection with the Agreement only and shall not be disclosed or made available by the Service Provider to any other person without the prior written consent of the Foundation. The confidentiality obligations hereunder shall survive the expiration or earlier termination of the Agreement.
4. **Work-For-Hire:** The Service Provider agrees that all work product is being prepared as a "work for hire" for the Foundation and the Foundation shall own all data, information, and other work developed or produced by the Service Provider pursuant to the Agreement. To the extent intellectual property of the Service Provider is included in the work product, the Service Provider agrees to assign the right to use the intellectual property in connection with the work product.
5. **Compliance With Laws:** The Service Provider shall obtain, as necessary, and maintain, at its sole cost and expense, all licenses and permits as may be required by applicable law in connection with the performance of the Services. Additionally, the Service Provider shall comply with all applicable governmental laws, orders, rules and regulations, including, without limitation, those relating to safety, employment, immigration and the environment.
6. **Suspension of Services:** The Foundation has the right upon written notice to require the Service Provider at any time to suspend performance of all or any part of the Services for an indefinite period of time; provided, however, in no event shall such period of suspension exceed six (6) consecutive months. The Service Provider agrees to commence performance of the suspended Services within a reasonable time after receiving the Foundation's written notice to recommence the suspended Services and the Service Provider shall not be entitled to any damages or escalation of cost as a result of such suspension.
7. **Insurance:** Upon request by the Foundation, the Service Provider shall maintain, throughout the Term of the Agreement and at its sole cost and expense, policies of insurance of the types and in amounts no less than the minimum coverages specified in Schedule 1 attached hereto and incorporated herein by this reference. The Service Provider shall supply proof of such insurance coverage to the Foundation prior to commencing the Services.
8. **Indemnification:** Without regard to any limitation of the amount of insurance coverage required under the Agreement or maintained by the Service Provider, the Service Provider shall indemnify, defend and hold the Foundation and its officers, directors, employees and agents (collectively, the "Indemnitees") harmless, from and against any and all claims, damages, liabilities, suits, causes of action, demands, judgments, losses, and/or expenses (including, but not limited to attorneys' fees and costs) (collectively, "Losses"), arising out of the act, errors or omissions in the performance of the Services (including, but not limited to any failure by the Service Provider to perform its obligations under the Agreement) by the Service Provider and its employees, contractors and agents, or any other person whom the Service Provider is legally liable (collectively, the "Service Provider Parties"), or any Losses to property of any kind whatsoever and whomsoever belonging or any injury or death to any person caused by the Service Provider Parties, regardless of whether or not such Losses, injury or death are caused in part by any of the Indemnitees. The Service Provider's indemnification obligations hereunder shall survive the expiration or earlier termination of the Agreement.
9. **Limitation of Liability:** The Foundation shall in no way be liable to the Service Provider or other third parties for any indirect, punitive, special, consequential, or incidental damages arising from or in any way connected to the Agreement, whether based on breach of contract or tort, even if the Foundation has been advised in advance of the possibility of such damages. In no event shall the Foundation's liability for damages to the Service Provider in the aggregate and from all causes of action (including negligence) exceed the total compensation paid by the Foundation to the Service Provider pursuant to the Agreement. The Foundation is willing to enter into the



Agreement with the Service Provider only in consideration and in reliance upon the provisions of the Agreement limiting the Foundation's exposure for damages such as are contained in this section. Liability for damages shall be limited and excluded, even if any exclusive remedy provided in the Agreement fails its essential purpose. This limitation of liability provision shall survive the expiration or earlier termination of the Agreement

10. **Termination:** Either party may immediately terminate the Agreement for cause at any time. A "for cause" termination includes the material breach of the Agreement by a party, the dissolution, insolvency or bankruptcy of a party, or a party makes a general assignment for the benefit of its creditors. The Foundation may terminate the Agreement without cause, in its sole discretion, on not less than five (5) days' prior written notice to the Service Provider. In the event of such termination without cause, the Foundation and the Service Provider shall use their best efforts to agree on the amount payable to the Service Provider, if any, on account of any Services completed and rendered prior to such termination (and the Service Provider will not be entitled to any other compensation for such early termination).
11. **Representatives:** The Foundation appoints the Foundation's Representative set forth at the bottom of page 1 of the Agreement to act for the Foundation in all matters relating to the performance of the Agreement by the Foundation. The Service Provider appoints the Service Provider's Representative set forth in Section 1 of the Agreement to act for the Service Provider in all matters relating to the performance of the Agreement by the Service Provider. All inquiries, instructions, authorizations, and other communications with respect to the matters covered by the Agreement will be made to the Foundation's Representative or the Service Provider's Representative, as the case may be, and the other party may rely on any acts, instructions or authorizations by such other representative.
12. **Use Tax:** The Foundation reserves the right to deduct from any and all amounts payable by the Foundation to the Service Provider under the Agreement, the amount of any use tax assessed to or against the Foundation on account of any Services, but only to the extent such Services are subject to the State of Hawaii Use Tax Law pursuant to Chapter 238 of the Hawaii Revised Statutes, as amended. The amount of such tax shall also include any county surcharge assessed under Section 238-2.6 of the Hawaii Revised Statutes, as amended. The Service Provider acknowledges and agrees that any amounts paid by the Foundation to the Service Provider under the Agreement shall be deemed to include the amount actually paid to the Service Provider plus any amount deducted hereunder in connection with such payment.
13. **Expense Reimbursement:** If expenses are to be reimbursed as part of the Service Provider's compensation hereunder, the Service Provider shall be reimbursed only for reasonable expenses actually incurred by the Service Provider in connection with the Services that have been approved in writing by the Foundation prior to the expense having been incurred.

14. **Miscellaneous Provisions:**

- (a) **Due Authorization:** The Service Provider (if a corporation, partnership or other business entity) represents and warrants to the Foundation that the Service Provider is a duly formed and existing entity qualified to do business in the state of Hawai'i, that the Service Provider has full right and authority to execute and deliver the Agreement, and that each person signing on behalf of the Service Provider is authorized to do so. The Agreement constitutes a legal and binding obligation of the Service Provider, enforceable in accordance with its terms.
- (b) **No Waiver:** The waiver of any breach of the Agreement shall not be deemed a waiver of any other breach of the Agreement.
- (c) **No Assignment:** The Service Provider may not assign the Agreement without the prior written consent of the Foundation, which consent may be withheld in the Foundation's sole discretion. Any assignment or attempted assignment of the Agreement by the Service Provider without such consent shall be null and void and of no force or effect.
- (d) **Entire Agreement:** The Agreement, including any exhibits hereto, represents the entire understanding of the parties and may not be modified except by written agreement of the parties.
- (e) **Governing Law; Venue:** The laws of the State of Hawaii shall govern the interpretation, validity, performance and enforcement of the Agreement, without giving effect to any principles of conflicts of laws that would otherwise require the application of the laws of any other jurisdiction. Any action that in any way involves the rights, duties and obligations of the parties under the Agreement shall be brought in the courts of the State of Hawaii or the United States District Court for the District of Hawaii, and the parties to the Agreement consent to such personal jurisdiction and venue.
- (f) **Severability:** The invalidity or unenforceability of any provision of the Agreement shall in no way affect the validity or enforceability of any other provision.
- (g) **Relationship of the Parties:** Nothing in the Agreement shall be construed to constitute either party as a partner or joint venture of the other.
- (h) **Time of the Essence:** Time is of the essence in the performance of the Agreement.
- (i) **Attorneys' Fees:** In the event of any controversy, claim or dispute between the parties relating to the Agreement, the prevailing party shall be entitled to recover from the non-prevailing party any and all of the prevailing party's reasonable expenses, including, but not limited to, attorneys' fees and costs.



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(j) Notice: All notices and official communications relating to the Agreement shall be given in writing and deemed given upon the date of the U.S. Postal Service postmark with postage prepaid, registered or certified mail with return receipt requested, to the designated address for each party. Facsimile or other electronic pdf transmissions shall be considered the same as writing, and shall be considered received as of the time of documented transmission. Changes in the address for such notices shall also be made in writing in the same manner. The designated address for the Service Provider shall be as set forth in Section 1 of the Agreement. The designated address for the Foundation is as follows:

827 Fort Street Mall
Honolulu, Hawaii 96813

(k) Conflicting Terms: In the event the Service Provider's proposal is attached hereto in order to describe the Services to be provided under the Agreement, no other terms or conditions set forth in the Service Provider's proposal shall be binding upon the parties hereto.

(l) Counterparts: The Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The submission of a signature page transmitted by facsimile (or other electronic pdf transmission) shall be considered as an "original" signature page for purposes of the Agreement.



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Schedule 1

Insurance Requirements

At the Service Provider's expense, the Service Provider shall, upon request by the Foundation, maintain insurance coverage of the following types continuously throughout the term of the Agreement or during any period the Services are being provided or performed under the Agreement.

The Service Provider shall carry worker's compensation insurance per applicable laws and employer's liability insurance with minimum limits of not less than \$1,000,000 per occurrence for bodily injury, \$1,000,000 per employee for bodily injury by disease, and \$1,000,000 policy limit for disease.

The Service Provider shall carry commercial general liability (CGL) insurance on an occurrence form with a minimum limit of not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate covering liability arising from independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Indemnitees (as defined in Section 8 of the General Terms and Conditions) shall be included as additional insureds under the CGL policy on Form CG20-10 or equivalent. This insurance shall apply as primary and non-contributory with respect to any other insurance or self-insurance available to the Foundation.

If the Services provided by the Service Provider requires or involves the ownership, maintenance or use of a vehicle, the Service Provider shall carry commercial automobile insurance with a minimum limit of no less than \$1,000,000 per accident or occurrence covering "any auto" whether owned, scheduled, leased, hired or otherwise by the Service Provider.

The Service Provider shall also carry professional liability (errors and omissions) insurance coverage with limits of liability of not less than \$1,000,000 per occurrence.

The Service Provider may, at its option, purchase insurance to cover its personal property. In no event shall the Foundation be liable for any damage to or loss of personal property sustained by the Service Provider, whether or not such personal property is insured, even if such loss is caused by the negligence of the Foundation or its employees, contractors or agents.

The Service Provider waives on behalf of itself and its insurers all rights against the Foundation and its officers, directors, employees and agents for recovery of damages to the extent these damages are covered by insurance regardless of deductibles, if any. Insurance companies affording the coverage required above shall have an AM Best Rating of no less than A-VII. Failure to maintain the required insurance may result in immediate termination of the Agreement at the Foundation's option. By requiring insurance herein, the Foundation does not represent that coverage and limits will be adequate to protect the Service Provider. The requirements contained herein shall not be construed in any manner to relieve or limit the Service Provider's indemnification obligations for any loss or claim arising out of the Agreement.

Prior to the Effective Date of the Agreement or commencement of any Services contemplated under the Agreement, whichever is earlier, the Service Provider shall furnish to the Foundation certificates of insurance on appropriate ACORD form(s) as evidence of compliance with the above requirement. Thirty (30) days' written notice to the Foundation prior to cancellation or material change is required. The Service Provider shall further provide certified copies of all insurance policies required above within ten (10) days of the Foundation's written request therefor.

Failure of the Foundation to demand evidence of compliance with these insurance requirements or failure of the Foundation to identify a deficiency from such evidence that is provided shall not be construed as a waiver of the Service Provider's obligation to maintain such insurance.