

State of Hawaii
Department of Human Services
Social Services Division

Request for Proposals

RFP No.: SSD-14-POS-3080-SW

**HAWAII FOSTER YOUTH/YOUNG
ADULT ADVISORY COUNCIL**

Statewide

RFP Posting Date: August 2, 2013

**RFP Proposal Submission Deadline:
September 13, 2013 4:30 p.m., Hawaii Standard
Time**

Note: *It is the Applicant's responsibility to check the Public Procurement Notices for Solicitations or Health and Human Services RFPs on the State Procurement Office website or contact the RFP Contact Person identified in the RFP for any addenda issued to this RFP. The State shall not be responsible for any incomplete proposal submitted as a result of missing addenda, attachments, or other information regarding this RFP.*

NEIL ABERCROMBIE
GOVERNOR



PATRICIA McMANAMAN
DIRECTOR

BARBARA A. YAMASHITA
DEPUTY DIRECTOR

STATE OF HAWAII
DEPARTMENT OF HUMAN SERVICES
810 Richards Street, Suite 400
Honolulu, Hawaii 96813

MEMORANDUM

TO: RFP Proposal Applicants

FROM: Mona Maehara, Division Administrator
Social Services Division

SUBJECT: DEPARTMENT OF HUMAN SERVICES (DHS)
SOCIAL SERVICES DIVISION (SSD)
REQUEST FOR PROPOSALS (RFP)

The State of Hawaii, Department of Human Services, Social Services Division, is currently soliciting proposals from qualified Applicants to provide a Hawaii Foster Youth/Young Adult Advisory Council. The Request for Proposals (RFP) to provide this service is being issued under the provisions of Chapter 103F of the Hawaii Revised Statutes and its Administrative Rules.

Attached is RFP No. SSD-14-POS-3080-SW for the Hawaii Foster Youth/Young Adult Advisory Council. Please see the following "Proposal Submission Information Sheet" for important proposal submission information.

An RFP Orientation will be held on August 07, 2013, from 9:00 a.m. to 12:00 p.m., Hawaii Standard Time (HST). See Section 1, 1.7, Orientation of the RFP for further information. All prospective Applicants are encouraged to attend the Orientation. For further information about the Orientation, to participate by phone via teleconference, or for special accommodations please contact Cyndy Pierce, POS Specialist/RFP Contact Person, at (808) 587-3168 or at cpierce@dhs.hawaii.gov. For participation via teleconference please notify Ms. Pierce at least two days before the Orientation.

For questions regarding this RFP, see Section 1, item 1.8, Submission of Questions, of the RFP for information on the question and answer process.

Thank you for your interest. The DHS looks forward to receiving and reviewing your proposals.

PROPOSAL SUBMISSION INFORMATION SHEET
PROPOSAL SUBMISSION DEADLINE: September 13, 2013

THE APPLICANT IS REQUIRED TO SUBMIT:

**ONE (1) ELECTRONIC COPY OF THE PROPOSAL IN PORTABLE
DOCUMENT FORMAT (PDF)**

AND

ONE (1) ORIGINAL PRINTED COPY OF THE PROPOSAL.

Proposals submitted by facsimile (fax) will not be accepted.

**DEADLINE FOR SUBMISSION OF PROPOSALS IS September 13, 2013,
4:30 P.M., HAWAII STANDARD TIME (HST).**

THE COMPLETE PROPOSAL SUBMISSION SHALL CONSIST OF BOTH THE ELECTRONIC COPY OF THE PROPOSAL IN PORTABLE DOCUMENT FORMAT (PDF) AND THE ORIGINAL PRINTED COPY OF THE PROPOSAL. A PROPOSAL FOR WHICH EITHER THE ELECTRONIC COPY OR THE PRINTED COPY IS NOT RECEIVED WITHIN THE ESTABLISHED TIMELINE SHALL BE CONSIDERED INCOMPLETE AND SHALL NOT BE ACCEPTED FOR CONSIDERATION. ALL SUBMISSIONS SHALL BECOME THE PROPERTY OF THE DEPARTMENT OF HUMAN SERVICES.

AN ELECTRONIC COPY IN PDF SHALL BE SUBMITTED BY HAND DELIVERY. HAND DELIVERY IS CONSIDERED THE FOLLOWING: 1) IN PERSON TO THE DHS OFFICE, 2) BY EMAIL, OR 3) BY PRIVATE MAIL THROUGH SERVICES SUCH AS FEDEX OR UPS.

AN ELECTRONIC COPY IN PDF SUBMITTED BY HAND DELIVERY (ANY OF THE THREE WAYS DETAILED ABOVE) SHALL BE **RECEIVED BY September 13, 2013, 4:30 P.M., HAWAII STANDARD TIME (HST). NO EXCEPTIONS WILL BE MADE.**

IF SUBMITTED IN PERSON TO THE DHS OFFICE OR BY PRIVATE MAIL THE ELECTRONIC COPY IN PDF SHALL BE ON A UNIVERSAL SERIAL BUS (USB) FLASHDRIVE/THUMBDRIVE OR A COMPACT DISC (CD) READABLE BY A PERSONAL COMPUTER SYSTEM (PCS). THE USB OR CD SHALL BE RECEIVED AT THE DROP-OFF SITE LISTED BELOW.

IF SUBMITTED BY EMAIL, THE ELECTRONIC COPY IN PDF MAY BE SENT TO THE FOLLOWING EMAIL ADDRESS: ssdposmailbox@dhs.hawaii.gov.

THE APPLICANT BEARS COMPLETE RESPONSIBILITY FOR THE SUBMISSION OF THE ELECTRONIC COPY OF THE PROPOSAL IN PDF. THE APPLICANT BEARS THE FULL AND EXCLUSIVE RESPONSIBILITY FOR ASSURING THE COMPLETE, CORRECTLY FORMATTED, AND TIMELY SUBMISSION OF THE ELECTRONIC COPY OF THE PROPOSAL IN PDF. THE APPLICANT ASSUMES ALL RISK THAT PROPOSAL SUBMISSION MAY NOT BE READABLE BY THE DHS.

AN ORIGINAL PRINTED COPY OF THE PROPOSAL SHALL BE SUBMITTED BY HAND DELIVERY OR MAIL DELIVERY. HAND DELIVERY IS CONSIDERED THE FOLLOWING: 1) IN PERSON TO THE DHS OFFICE, OR 2) BY PRIVATE MAIL THROUGH SERVICES SUCH AS FEDEX OR UPS. MAIL DELIVERY IS THROUGH THE UNITED STATES POSTAL SERVICE (USPS).

IF SUBMITTED BY HAND DELIVERY THE PRINTED COPY SHALL BE **RECEIVED BY September 13, 2013, 4:30 P.M., HAWAII STANDARD TIME (HST)**, AT THE DROP-OFF SITE LISTED BELOW. NO EXCEPTIONS WILL BE MADE.

IF SUBMITTED BY MAIL, THE PRINTED COPY SHALL BE **POSTMARKED BY THE USPS BY September 13, 2013 AND RECEIVED BY September 23, 2013, 4:30 P.M., HAWAII STANDARD TIME (HST)**, AT THE ADDRESS LISTED BELOW. NO EXCEPTIONS WILL BE MADE.

ALL HAND DELIVERY (IN PERSON TO THE DHS OFFICE OR BY PRIVATE MAIL) SUBMISSIONS AND MAIL DELIVERY (USPS) SUBMISSIONS SHALL BE ENCLOSED IN A SEALED ENVELOPE. A COVER SHEET SHALL BE INCLUDED IN THE ENVELOPE STATING THE RFP NUMBER, APPLICANT'S NAME, CONTENTS OF THE ENVELOPE, AND NUMBER OF PAGES OF THE CONTENTS. ALL HAND DELIVERY (BY EMAIL) SUBMISSIONS SHALL INCLUDE AN EMAIL COVER SHEET STATING THE RFP NUMBER, APPLICANT'S NAME, CONTENTS OF THE SUBMISSION, AND NUMBER OF PAGES OF THE SUBMISSION.

DROP-OFF SITE FOR HAND DELIVERY AND MAIL DELIVERY ADDRESS:

**Department of Human Services
Social Services Division
Purchase of Services Unit
810 Richards Street, Suite 400
Honolulu, Hawaii 96813**

EMAIL DELIVERY ADDRESS:

ssdposmailbox@dhs.hawaii.gov

RFP CONTACT PERSON:

Cyndy Pierce
POS Specialist
Phone: (808) 587-7315
Email: cpierce@dhs.hawaii.gov

BE ADVISED:

- 1) A complete proposal consists of **BOTH** the electronic copy in PDF **AND** the original printed copy received within specified timelines.
- 2) The electronic copy in PDF shall be received by **September 13, 2013, 4:30 p.m., Hawaii Standard Time (HST)**.
- 3) The original printed copy, if not accompanying the electronic copy in PDF, shall be postmarked by the USPS by **September 13, 2013 AND** received by **September 23, 2013, 4:30 p.m., Hawaii Standard Time (HST)**.
- 4) Hand delivery attempted after **September 13, 2013, 4:30 p.m., Hawaii Standard Time (HST)** will **not** be accepted.
- 5) Mail delivery received postmarked after **September 13, 2013 or** postmarked by **September 13, 2013** but received after **September 23, 2013, 4:30 p.m., Hawaii Standard Time (HST)** will **not** be accepted.
- 6) Proposals sent by facsimile (fax) will **not** be accepted.

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Section 1

Administrative Overview

Section 1

Administrative Overview

The Applicant is encouraged to read each section of the RFP thoroughly. While sections such as the Administrative Overview may appear similar among RFPs, state purchasing agencies may add additional information as applicable. It is the responsibility of the Applicant to understand the requirements of a specific RFP.

1.1 Procurement Timetable

Note: The Procurement Timetable represents the State's best estimated schedule. If an activity on this schedule is delayed, the rest of the schedule will likely be shifted by the same number of days. Contract start dates may be subject to the issuance of a Notice to Proceed.

<u>Activity</u>	<u>Scheduled Date</u>
Public notice announcing Request for Proposals (RFP)	8/2/2013
Distribution of RFP	8/2/2013
RFP Orientation	8/7/2013 9:00 a.m. - 12:00 p.m.
Applicants' submission of written questions for written responses deadline	8/13/2013 4:30 p.m.
State purchasing agency's response to Applicants' written questions deadline	8/26/2013
Discussions with Applicants prior to proposal submission (optional)	8/7/2013 - 9/6/2013
Proposal submission deadline	9/13/2013 4:30 p.m. HST
Discussions with Applicants after proposal submission (optional)	As needed
Final revised proposals deadline (optional)	As needed
Proposal evaluation period	9/23/2013 - 9/28/2013
Provider selection	10/4/2013
Statement of Findings and Decision (Notice of Award)	10/25/2013-11/12/2013
Contract start date	1/1/2014

1.2 Website Reference

The State Procurement Office (SPO) website is <http://hawaii.gov/spo>

For	Click on “Doing Business with the State” tab or
1 Procurement Notices for Solicitations (RFP) website	http://hawaii.gov/spo/general/procurement-notices-for-solicitations
2 Procurement of Health and Human Services	http://hawaii.gov/spo/health-human-svcs/doing-business-with-the-state-to-provide-health-and-human-services
3 Hawaii Revised Statutes (HRS) and Hawaii Administrative Rules (HAR) for Purchases of Health and Human Services	http://hawaii.gov/spo/general/statutes-and-rules/procurement-statutes-and-administrative-rules
4 Standard Contract – General Conditions (AG103F13)	http://hawaii.gov/spo/general/gen-cond/general-conditions-for-contracts
5 Cost Principles	http://hawaii.gov/spo/health-human-svcs/cost-principles-for-procurement-of-health-and-human-services
6 Forms	http://hawaii.gov/spo/statutes-and-rules/general/spo-forms
7 Protest Procedures/Forms	http://hawaii.gov/spo/health-human-svcs/protestsreqforreconsideration/protests-requests-for-reconsideration-for-private-providers

Non-SPO websites

Note: Website addresses may change from time to time. If a link is not active, try the State of Hawaii website at <http://hawaii.gov>.

For	Go to
8 Hawaii Compliance Express (HCE)	https://vendors.ehawaii.gov/hce/splash/welcome.html
9 Department of Taxation	http://hawaii.gov/tax
10 Department of Commerce and Consumer Affairs, Business Registration	http://hawaii.gov/dcca Click on “Business Registration”
11 Wages and Labor Law Compliance, HRS §103-055	http://capitol.hawaii.gov/hrscurrent
12 Campaign Spending Commission	http://hawaii.gov/campaign

1.3 Authority

This RFP is issued under the provisions of the Hawaii Revised Statutes (HRS) Chapter 103F and Hawaii Administrative Rules (HAR). All Applicants are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed proposal by any Applicant shall constitute admission of such knowledge on the part of the Applicant.

1.4 RFP Organization

This RFP is organized into five sections:

Section 1, Administrative Overview: Provides the Applicant with an overview of the procurement process.

Section 2, Service Specifications: Provides the Applicant with a general description of the tasks to be performed, delineates Provider responsibilities, and defines deliverables, as applicable.

Section 3, Proposal Application Instructions: Describes the required format and content for the proposal Application.

Section 4, Proposal Evaluation: Describes how proposals will be evaluated by the state purchasing agency.

Section 5, Attachments: Provides the Applicant with information and forms necessary to complete the Application.

1.5 Contracting Office

The Contracting Office is responsible for overseeing the contract(s) resulting from this RFP including system operations, fiscal agent operations, and monitoring and assessing Provider performance. The Contracting Office is:

Department of Human Services
Social Services Division
Purchase of Services Unit
810 Richards St, Suite 400
Honolulu, Hawaii 96813

1.6 RFP Contact Person

From the release date of this RFP until the selection of the successful Provider(s), any inquiries and requests shall be directed to the sole point-of-contact identified below:

Cyndy Pierce
Purchase of Services Unit
Phone: (808) 587-3168
Email: cpierce@dhs.hawaii.gov

1.7 Orientation

An RFP Orientation for Applicants in reference to this RFP will be held as follows:

Date:	August 7, 2013	Time:	9:00 a.m. – 12:00 p.m.
Department of Human Services, Benefits, Employment, and Support Services			
Division (BESSD) Video Conferencing Center (VCC) locations as follows:			
Locations:	Honolulu, Oahu, HI:	Haseko Center, 820 Mililani St., Suite 606	
	Hilo, Hawaii, HI:	Kinoole Shopping Center, 1990 Kinoole St.	
	Kona, Hawaii, HI:	Kona Center, 75-5722 Hanama Pl., Suite 1105	
	Lihue, Kauai, HI:	Dynasty Court, 4473 Pahee St., Suite G	
	Wailuku, Maui, HI:	Waiehu Beach Center, 270 Waiehu Beach Rd., Suite 107	

The RFP Orientation will be held live at the Honolulu location listed above and via videoconference at the other locations. If you plan to attend please contact Cyndy Pierce at (808) 587-3168, or cpierce@dhs.hawaii.gov as soon as possible and provide your name, agency, telephone number, and email address as well as the number of people planning to attend the meeting.

If you would like to attend but are not able to participate at one of the video conferencing centers listed above, please contact Cyndy Pierce at (808) 587-3168, or cpierce@dhs.hawaii.gov and provide the contact information detailed above to participate via teleconference.

The Applicant is encouraged to submit written questions prior to the Orientation. Impromptu questions will be permitted at the Orientation and spontaneous answers will be provided at the state purchasing agency's discretion. However, answers provided at the Orientation are only intended as general directions and may not represent the state purchasing agency's position. To ensure a response to an oral question from the Orientation, or to a question that arises after the Orientation, submit the question in writing after the Orientation but no later than the Applicants' submission of written questions deadline specified in Section 1, 1.1, Procurement Timetable, and 1.8, Submission of Questions, of this RFP. Formal official responses to Applicants' written questions will be provided in writing by the state purchasing agency as specified in Section 1, 1.1, Procurement Timetable, and 1.8, Submission of Questions, of this RFP.

1.8 Submission of Questions

The Applicant may submit questions to the RFP Contact Person specified in Section 1, 1.6, RFP Contact Person, of this RFP. Written questions should be received by the date and time specified in Section 1, 1.1, Procurement Timetable, of this RFP. The state purchasing agency will respond to written questions by way of an addendum to the RFP.

Applicants' submission of written questions deadline:

Date and Time: August 13, 2013, 4:30 p.m., Hawaii Standard Time

State purchasing agency's response to Applicants' written questions deadline:

Date: August 26, 2013

1.9 Submission of Proposals

- A. Forms/Formats.** Forms, with the exception of program specific requirements, may be found on the State Procurement Office website specified in Section 1, 1.2, Website Reference, of this RFP. See Section 5, Proposal Application Checklist, of this RFP for the location of program specific forms.
- 1. Proposal Application Identification (Form SPOH-200).** The form provides the Applicant's proposal identification.
 - 2. Proposal Application Checklist.** The checklist provides the Applicant's specific program requirements, the reference and location of required RFP proposal forms, and the order in which all proposal components should be ordered and submitted to the state purchasing agency.
 - 3. Table of Contents.** A sample Table of Contents for proposals is located in Section 5, Attachments, of this RFP. This is a sample and meant as a guide. The Table of Contents may vary depending on the RFP.
 - 4. Proposal Application (Form SPOH-200A).** The Applicant shall submit comprehensive narratives that address all proposal requirements specified in Section 3, Proposal Application Instructions, of this RFP including a cost proposal/budget, if required.
- B. Program Specific Requirements.** Program specific requirements are included in Section 2, Service Specifications, and Section 3, Proposal Application Instructions, of this RFP, as applicable. Required State and/or Federal certifications are listed in Section 5, Proposal Application Checklist, of this RFP.
- C. Multiple or Alternate Proposals.** Multiple or alternate proposals shall not be accepted unless specifically provided for in Section 2, Service Specifications, of this RFP. In the event alternate proposals are not accepted and an Applicant submits alternate proposals, but clearly indicates a primary proposal, it shall be considered for award as though it were the only proposal submitted by the Applicant.
- D. Hawaii Compliance Express (HCE).** All Providers shall comply with all laws governing entities doing business in the State. Providers shall register with Hawaii Compliance Express (HCE) for online compliance

verification from the Hawaii State Department of Taxation (DOTAX), Internal Revenue Service (IRS), Department of Labor and Industrial Relations (DLIR), and Department of Commerce and Consumer Affairs (DCCA). There is a nominal annual registration fee (currently \$12) for the service. The HCE's online "Certificate of Vendor Compliance" provides the registered Provider's current compliance status as of the issuance date and is accepted for both contracting and final payment purposes. See Section 1, 1.2, Website Reference of this RFP for HCE's website address.

1. **Tax Clearance.** Pursuant to HRS §103-53, as a prerequisite to entering into contracts of \$25,000 or more, Providers are required to have a tax clearance from DOTAX and the IRS. See Section 1, 1.2, Website Reference, of this RFP for DOTAX and IRS website addresses.
 - a. **Labor Law Compliance.** Pursuant to HRS §103-55, Providers shall be in compliance with all applicable laws of the State and Federal governments relating to Workers' Compensation, Unemployment Compensation, Payment of Wages, and Safety. See Section 1, 1.2, Website Reference, of this RFP for DLIR's website address.
 - b. **DCCA Business Registration.** Prior to contracting, owners of all forms of business doing business in the State, except sole proprietorships, charitable organizations, unincorporated associations, and foreign insurance companies, shall be registered and in good standing with the DCCA, Business Registration Division. Foreign insurance companies must register with the DCCA, Insurance Division. See Section 1, 1.2, Website Reference, of this RFP for DCCA's website address.
- E. **Wages Law Compliance.** If applicable, by submitting a proposal, the Applicant certifies that the Applicant is in compliance with HRS §103-55, Wages, Hours, and Working Conditions of Employees of Contractors Performing Services. Refer to HRS §103-55 at the Hawaii State Legislature website. See Section 1, 1.2, Website Reference, of this RFP, for DLIR's website address.
- F. **Campaign Contributions by State and County Providers/Contractors.** HRS §11-355 prohibits campaign contributions from certain State or county government Providers/Contractors during the term of the contract, if the Providers/Contractors are paid with funds appropriated by a legislative body. Refer to HRS §11-355. See Section 1, 1.2, Website Reference, of this RFP for the Campaign Spending Commission's website address.
- G. **Confidential Information.** If an Applicant believes any portion of a proposal contains information that should be withheld as confidential, the Applicant shall request in writing for nondisclosure of designated proprietary data to be confidential and provide justification to support confidentiality. Such data shall accompany the proposal, be clearly

marked, and be readily separable from the proposal to facilitate eventual public inspection of the non-confidential sections of the proposal.

Note: Price is not considered confidential and will not be withheld.

H. Proposal Submission. FOR PROPOSAL SUBMISSION INFORMATION REGARDING THIS RFP PLEASE REFER TO THE PROPOSAL SUBMISSION INFORMATION SHEET AT THE BEGINNING OF THIS RFP.

All hand delivery submissions shall be received by the state purchasing agency by the date and time specified on the Proposal Submission Information Sheet or as amended. All mail delivery submissions shall be postmarked by the United States Postal Service (USPS) and received by the state purchasing agency by the date and time specified on the Proposal Submission Information Sheet, or as amended. Dated USPS shipping labels are **not** considered postmarked.

Proposals shall be rejected when:

1. If by hand delivery, they are received after the designated date and time.
2. If by mail delivery, they are postmarked after the initial designated date.
3. If by mail delivery, they are postmarked by the initial designated date but received after the final designated date.

The DHS will **not** accept faxed proposals.

1.10 Discussions with Applicants

- A. **Prior to Proposal Submittal Deadline.** Discussions may be conducted with Applicants to promote understanding of the state purchasing agency's requirements.
- B. **After Proposal Submittal Deadline.** Discussions may be conducted with Applicants whose proposals are determined to be reasonably susceptible of being selected for award, but proposals may be accepted without discussions in accordance with HAR §3-143-403.

1.11 Opening of Proposals

Upon the state purchasing agency's receipt of a proposal at a designated location, proposals, modifications to proposals, and withdrawals of proposals shall be date-stamped and, when possible, time-stamped. All documents so received shall be held in a secure place by the state purchasing agency and not examined for evaluation purposes, until the submittal deadline.

Procurement files shall be open to public inspection after a contract has been awarded and executed by all parties.

1.12 Additional Materials and Documentation

Upon request from the state purchasing agency, an Applicant shall submit additional materials and documentation reasonably required by the state purchasing agency in its evaluation of the proposals.

1.13 RFP Amendments

The State reserves the right to amend this RFP at any time prior to the final revised proposals deadline.

1.14 Final Revised Proposals

If requested, final revised proposals shall be submitted in the manner and by the date and time specified by the state purchasing agency. If a final revised proposal is not submitted, the previous submittal shall be construed as the Applicant's final revised proposal. *The Applicant shall submit **only** the section(s) of the proposal that are amended, along with the Proposal Application Identification Form (SPOH-200).* After the final revised proposals are received, final evaluations will be conducted for an award.

1.15 Cancellation of Request for Proposal

The RFP may be canceled and any or all proposals may be rejected, in whole or in part, when it is determined to be in the best interest of the State.

1.16 Costs for Proposal Preparation

Any costs incurred by the Applicant in preparing or submitting a proposal are the Applicant's sole responsibility.

1.17 Provider Participation in Planning

Provider(s) awarded a contract resulting from this RFP,

are required

are not required

to participate in the state purchasing agency's future development of a service delivery plan pursuant to HRS §103F-203.

Provider participation in a state purchasing agency's efforts to plan for or to purchase Health and Human Services prior to the release of an RFP, including the sharing of information on community needs, best practices, and Providers' resources, shall not disqualify Providers from submitting proposals if conducted in accordance with HAR §§3-142-202 and 3-142-203.

1.18 Rejection of Proposals

The State reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in this RFP and which demonstrate an understanding of the problems involved and compliance with the service specifications. Any proposal offering any other set of terms and conditions contradictory to those included in this RFP may be rejected without further notice.

A proposal may be automatically rejected for any one or more of the following reasons:

- A. Rejection for failure to cooperate or deal in good faith. (HAR §3-141-201)
- B. Rejection for inadequate accounting system. (HAR §3-141-202)
- C. Late proposals. (HAR §3-143-603)
- D. Inadequate response to request for proposals. (HAR §3-143-609)
- E. Proposal not responsive. (HAR §3-143-610(a)(1))
- F. Applicant not responsible. (HAR §3-143-610(a)(2))

1.19 Notice of Award

A Statement of Findings and Decision (Notice of Award) shall be provided by mail (USPS) to all responsive and responsible Applicants for the award or non-award of the contract, upon completion of the evaluation of all competitive purchase of service proposals. The Statement shall provide information regarding only the individual Applicant, not all of the Applicants, as well as the name of the Applicant that the contract was awarded to.

Any agreement arising out of this solicitation is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

No work is to be undertaken by the Provider(s) awarded a contract prior to the contract start date. The State of Hawaii is not liable for any costs incurred prior to the official contract start date.

1.20 Protests

Pursuant to HRS §103F-501 and HAR Chapter 148, an Applicant aggrieved by an award of a contract may file a protest. The Notice of Protest form (SPOH-801) and related forms are available on the SPO website. See Section 1, 1.2, Website Reference, of this RFP for SPO's website address. Only the following matters may be protested:

- A. A state purchasing agency’s failure to follow procedures established by HRS Chapter 103F.
- B. A state purchasing agency’s failure to follow any rule established by HRS Chapter 103F.
- C. A state purchasing agency’s failure to follow any procedure, requirement, or evaluation criterion in a Request for Proposals issued by the state purchasing agency.

The Notice of Protest shall be postmarked by the USPS or hand delivered to: 1) the head of the state purchasing agency conducting the protested procurement, and 2) the procurement officer who is conducting the procurement (as indicated below) within five working days of the postmark of the Statement of Findings and Decision sent to the protestor. If delivery services other than the USPS are used they shall be considered hand delivery and the Notice of Protest shall be considered submitted on the date received by the state purchasing agency.

Head of State Purchasing Agency	Procurement Officer
Director of the Department of Human Services	Director of the Department of Human Services
Mailing Address: Department of Human Services P.O. Box 339 Honolulu, Hawaii 96809-0339	Mailing Address: Department of Human Services P.O. Box 339 Honolulu, Hawaii 96809-0339
Business Address: Department of Human Services 1390 Miller Street, Room 209 Honolulu, Hawaii 96813	Business Address: Department of Human Services 1390 Miller Street, Room 209 Honolulu, Hawaii 96813

1.21 Availability of Funds

The award of a contract and any allowed renewal or extension thereof is subject to allotments made by the Director of Finance, State of Hawaii pursuant to HRS Chapter 37 and subject to the availability of State and/or Federal funds.

1.22 General and Special Conditions of Contract

The General Conditions that will be imposed contractually are on the SPO website. See Section 1, 1.2, Website Reference, for SPO’s website address. Special Conditions may also be imposed contractually by the state purchasing agency, as deemed necessary.

1.23 Cost Principles

To promote uniform purchasing practices among state purchasing agencies procuring Health and Human Services under HRS Chapter 103F, state purchasing agencies will utilize standard cost principles outlined in Form SPOH-201, which is available on the SPO website. See Section 1, 1.2, Website Reference, for

SPO's website address. Nothing in this section shall be construed to create an exemption from any cost principle arising under Federal law.

Section 2

Service Specifications

Section 2

Service Specifications

2.1 Introduction

A. Overview, purpose or need of the services purchased:

1. Overview of the Services:

The Federal Department of Health and Human Services (DHHS), pursuant to the Chafee Foster Care Independence Act, also known as the Chafee Foster Care Independence Program (CFCIP), requires that all states seek and allow youth input regarding youth-related programs. The CFCIP provides the majority of the funding for the DHS/CWSB Independent Living Program Services (ILPS) for Youth.

The Department has the responsibility for ensuring the safety, permanency and well-being of children who have been the subject of child abuse and/or neglect. These outcomes are measured by the Federal government through the Child and Family Service Review (CFSR) and monitored through the Program Improvement Plan (PIP). DHS also measures and monitors these outcomes through Quality Case Reviews.

2. The purposes of the services are twofold:

- a. To develop and sustain a statewide youth advisory council that can give youth input regarding youth related programs, etc.;
- b. To support the council to identify and successfully deliver an array of services tailored to meet the needs of youth in foster care as well as youth in transition from foster care to interdependence.

B. Planning activities conducted in preparation for this RFP:

- | | |
|--------------|---|
| <u> X </u> | Information from <u>fund</u> ers (legislature, federal agencies, private foundations, etc.) on funding terms and conditions; |
| <u> X </u> | Information from <u>other state agencies</u> on services to the same target group; |
| <u> X </u> | Views of service <u>recipients and community advocacy groups</u> on conditions affecting achievement of desired goals; |
| <u> X </u> | Views of <u>PROVIDER organizations</u> on how to improve service specifications; a request for information (RFI) process may have been used for this purpose; |

- Information from POS monitoring and other reports for current contracts; and
- Other data (socio-economic and health trends, waiting lists for services, client satisfaction surveys, etc.).

Planning information may be obtained from RFP contact person, Cyndy Pierce, by email at cpierce@dhs.hawaii.gov.

C. Description of the service goals

The ultimate goal of the Hawai`i Foster Youth/Young Adult Advisory Council services is to have input and leadership of foster youth/young adults to enhance the work and mission of the Child Welfare Services (CWS) in supporting/promoting successful reunification with birth family or other permanency arrangements, such as, placement with relatives, maintenance of supportive birth family connections, and/or the successful transitioning of youth from foster care to interdependent self-sufficiency.

D. Population to be served

1. **Council Members:** The Council will be comprised of foster or former foster youth, ages fourteen (14) to eighteen (18), and who are currently or were in out-of-home placement, under the placement responsibility and care of the Department of Human Services (DHS/Department)/Child Welfare Services Branch (CWSB). Membership will also extend to young adults, ages eighteen (18) through twenty-six (26), who were formerly under the out-of-home placement responsibility and care of the DHS/CWS; and/or in the Young Adult Voluntary Foster Care Program. Council membership should reflect the diversity of the local population, with statewide representation, and the varied experiences with reunification with family, or other permanency arrangements, including, but not limited to, relative placement, or transitioning out of foster care.
2. All children, youth, or young adults currently having or who have had any involvement with the CWS system, such as being under, but not limited to, out-of-home placement care, family supervision, and voluntary case management of the DHS/CWS: These children, youth, or young adults can benefit from services and activities that are directly or indirectly provided by the Council, or through the enhancement of services, policies, and procedures, via the input, advocacy, outreach, and leadership of the Council.

E. Geographic coverage of service

Statewide

F. Probable funding amounts, source, and period of availability

Statewide: \$157,360.00, full state fiscal year (SFY) of contract.

For the term of this contract, beginning January 1, 2014 through and including June 30, 2014, the funding amount shall be \$ 78,680.00.

Additional funding may become available over the life of the contract, and the sources of funding may change. Funding for any given year, or for the contract as a whole, may increase up to three hundred percent (300%) of the original (full fiscal year) amount without being considered a fundamental change according to section 3-149-303(d) of Hawai'i Administrative Rules. Increases are subject to availability of funds, program utilization, and satisfactory performance as determined by the STATE.

2.2 Contract Monitoring and Evaluation

The criteria by which the performance of the contract will be monitored and evaluated are:

- (1) Performance/Outcome Measures
- (2) Output Measures
- (3) Quality of Care/Quality of Services
- (4) Financial Management
- (5) Administrative Requirements

2.3 General Requirements**A. Specific qualifications or requirements, including but not limited to licensure or accreditation**

1. At the request of the STATE, the PROVIDER must submit to the STATE, if applicable, subcontracts with other agencies for services under the Agreement, prior to the service being provided, for review for appropriateness and relevancy. The PROVIDER shall ensure that all subcontractors comply with the requirements of the contract, which includes this RFP. Upon the request of STATE, the PROVIDER shall submit documentation of the subcontractor's compliance with the requirements of the contract.
2. The PROVIDER must not charge clients or families for contracted services without the prior approval of the STATE.
3. The PROVIDER must assure and be responsible for the continuity of service activities by providing full service activity in the event of staff illness, medical emergencies, vacancies, or other situations that result in

program resources that are less than proposed and contracted for. The PROVIDER must not require nor depend on the DEPARTMENT'S staff to provide service activities in the event that program resources are not available due to the above situations.

4. The PROVIDER must ensure smooth transitions between service activities for clients or families under the contract and, if applicable, to a new service PROVIDER, when the contract ends.
5. As applicable, the PROVIDER shall provide timely and accurate case documentation necessary to monitor and evaluate the quality, quantity, and timeliness of service delivery activities to the DEPARTMENT'S staff.. The PROVIDER must maintain files documenting information that may include, if required, and is not limited to: referral and intakes, assessment and service plans (including goals, objectives, and service activities), case status reports, case discharge reports, or service delivery activity reports. This information shall be forwarded to the DEPARTMENT using a format and schedule determined by the DEPARTMENT. Reports shall be provided, as requested by the DEPARTMENT.
6. As applicable, services must be provided within contracted time limits, or if no time limits are specified, then within a reasonable time, as well as on weekends and evenings to accommodate the client's work hour availability.
7. The PROVIDER must assure and be responsible for the provisions of contracted service activities, as specified in this RFP, to council member/clients/children/families, as applicable, statewide, and to the full extent of the proposed and contracted resources and funding. Recruitment and representation of any staff/Council member is preferred to be from the geographic area, as and if respectively specified. .
8. Throughout the term of the contract, the PROVIDER must maintain a system for evaluating the quality and effectiveness of the activities provided, with respect to client or service delivery outcomes. The evaluation process must include credible and tested measurement tools or instruments to be used to assess any applicable program efficacy in meeting performance and quality standards, including identifying indicators of client change, or service delivery performance. The evaluation process must also include a protocol or plan for making improvements or taking corrective action based upon evaluation findings. Upon request, the PROVIDER must provide the DEPARTMENT with copies of its evaluation documentation and plans for improvements/modifications, as well as any other reports that include the contracted service.

9. When there is a disagreement between the PROVIDER/ PROVIDER'S staff and the DEPARTMENT'S staff, in regard to the performance of service activities within contracted specifications, the wishes of the DEPARTMENT of Human Services shall prevail. Failure of the PROVIDER to comply with the DEPARTMENT'S wishes shall be deemed cause for corrective action and potential contractual remedies, including possible termination.
10. During the term of the contract, the parties may renegotiate terms and conditions related to the performance of the PROVIDER, including, but not limited to, measurable outcomes, benchmarks for monitoring timely and adequate provision of services, special reporting requirements, pricing methodology, units of service, unit rates, penalties, incentives, and bonuses. At the time of the renegotiation, either party has the right to terminate the Agreement under General Conditions, paragraph 4.3 or 4.4 as applicable. Any amendments to the Agreement will not constitute a fundamental change as defined in §3-149-303(d) of Hawai'i Administrative Rules. A fundamental change is one which "is so great that a reasonable purchasing agency would, in light of all the circumstances, re-procure the required services instead of amending an existing contract in order to assure that the State is receiving the most advantageous bargain."
11. The contract will be modified, if necessary, to comply with any changes in federal or state statutes or rules or the requirements of various funding sources. In the event such changes are necessary, the DEPARTMENT will notify the PROVIDER in writing of the need for the change and the proposed changes. The PROVIDER will have the opportunity to discuss the changes prior to their implementation.
12. The PROVIDER shall comply with the Chapter 103F, HRS, Cost Principles for Purchases of Health and Human Services identified in SPO-H-201 (Effective 9/2011), which can be found on the State Procurement Office website.
13. The PROVIDER shall have an accounting system in compliance with generally acceptable accounting principles.
14. The PROVIDER shall ensure the program's capacity to deliver services to all clients, including those with limited English proficiency and/or physical limitations to the maximum extent practicable.
15. The PROVIDER must provide service activities in concurrence with the Department's statutory mandates under 45CFR 1340, Hawai'i Revised Statutes Chapters 346, 350, and 587, and Hawai'i Administrative Rules

and Departmental procedures. The PROVIDER must provide service delivery in concurrence with the philosophy and treatment goals related to safety of children, the family's ability to protect the child, and the youth's transition to self-sufficiency.

16. The PROVIDER must assure that staff, if any, meets the minimum educational requirements as required by the DEPARTMENT.
17. The PROVIDER shall conduct criminal history and CWS Child Abuse and Neglect (CA/N) registry checks and shall ensure that no staff, if any, has a record of criminal convictions or CWS involvement that would pose a risk to the health, safety, or well-being of children and families.
18. The PROVIDER shall cooperate with DHS as requested to implement changes to the program including changes in target populations to be served and/or service delivery.
19. The PROVIDER shall participate in quality assurance/improvement projects as requested by DHS for research and evaluation purposes. Such activities shall include one (1) Child and Family Service Review (CFSR) per year, per qualified staff as requested and arranged by DHS. Qualifications of provider staff to participate in the CFSR shall be determined by DHS. Other quality assurance/improvement activities will include data collection and other future requests related to current DHS initiatives, activities and programs. The PROVIDER will be requested to provide records for review by DHS for these purposes.
20. No contract proposals shall be accepted from any applicant who lacks any license necessary to conduct the business being sought by this RFP, pursuant to §103F-401.5, HRS, which mandates this provision. If the State of Hawai'i or federal law requires a PROVIDER to be licensed to perform services, then any proposal that is submitted by an applicant, and who lacks the requisite license(s) at the time of the proposal submittal deadline, shall be rejected and shall not be evaluated. If a health or human service requires a PROVIDER to be licensed, accredited or certified, to perform the service solicited under this RFP, the proposal shall include written verification of active licensure, current accreditation or certification from the appropriate licensing, accrediting, or certifying organization. Proposals that lack the required verifications, as specified in this RFP, will be rejected and not be evaluated.
21. Pursuant to §103F-401.5, HRS, proposals submitted shall include all costs, fees, and taxes, and any award or contract shall be for the amount of the proposal. No award or contract shall include any other payment, rebate, or direct or indirect consideration that is not included in the proposal, such as insurance or general excise tax rebates to or waivers for an applicant or bidder.

The contract amount may be adjusted during the term of the contract based upon availability of funds and pursuant to applicable statutes, or as provided for in the Request for Proposals. The contract amount may be increased or decreased based on changes to the scope of service as supported by revised Performance Measurement Forms A, B, and C, program utilization, and provider performance.

For cost reimbursement contracts, the contract costs are subject to adjustment by the STATE, based on the availability of funds and pursuant to applicable statutes, or as agreed upon during the term of the contract. Cost adjustments may be permitted if there is a change in the scope of service as supported by revised Performance Measurement Forms A, B, and C, program utilization, and provider performance. By submitting a proposal in response to this RFP, the applicant agrees to all the provisions, terms, and conditions of the RFP.

22. The PROVIDER must support and assist the Department in meeting Federal requirements, such as IV-E claiming, Reporting Requirements, etc.
23. Maintaining a positive working relationship with the Department is critical in this collaboration. The PROVIDER and its partners/subcontractors are contracted to support the Department's mission and work.
24. The PROVIDER must ensure that all staff and subcontractors abide by federal and state statutes and Hawai'i Administrative Rules (HAR), which include, but are not limited to, issues related to Language Access, Civil Unions, and non-discrimination. It is the PROVIDER'S responsibility, and not the responsibility of the Department, to be aware of and compliant with all relevant federal and State laws and HARs.
25. By submitting a proposal in response to this RFP, the applicant agrees to all the provisions, terms, and conditions of the RFP.
26. Exceptions to the requirements of the RFP or contract may be made at the discretion of the Department. If the PROVIDER desires an exemption to any of the RFP or contract requirements, the request shall be made in writing to the Department's Social Service Division, Purchase of Service and Grant Management Unit. The Department's approval or denial of the request shall also be made in writing.

B. Secondary purchaser participation
(Refer to HAR §3-143-608)

After-the-fact secondary purchases will be allowed.

Planned secondary purchases: None

C. **Multiple or alternate proposals** **check one**

(Refer to HAR §3-143-605)

Allowed Not Allowed

D. **Single or multiple contracts to be awarded** **check one**

(Refer to HAR §3-143-206)

Single Multiple Single & Multiple

E. **Single or multi-term contracts to be awarded** **check one**

(Refer to HAR §3-149-302)

Single term (2 years or less) Multi-term (more than 2 years)

Contract Terms:

Initial term of contract: Six (6) months, anticipated to be for the second half of SFY 2014, from 1/1/2014 through 6/30/2014.

Length of each extension: One (1) year unless otherwise agreed by the STATE.

Number of possible extensions: Six (6) annual extensions.

Maximum length of contract: Six (6) years and approximately six months from 1/1/2014 through 6/30/2020, subject to Option to Extend provision in the Special Conditions of the contract. See Exhibit "E", Special Conditions, in Section 5 of the RFP.

Conditions for extension:

- Satisfactory performance as determined by the STATE
- Availability of funding
- Acceptable utilization as determined by the STATE
- Ongoing need for the service as determined by the STATE
- Satisfactory compliance as determined by the STATE with the terms and conditions of the contract
- Must be in writing and must be executed prior to expiration

2.4 Scope of Work

The scope of work encompasses the following tasks and responsibilities:

A. Service Activities

(Minimum and/or mandatory tasks and responsibilities)

1. Oversight and Support Services:**a. Administrative support to include, but not be limited to:**

- Payroll functions;
- Human resource functions;
- Contract execution tasks;
- Support and guidance to ensure the Council's compliance with contractual requirements, including reporting requirements

b. Fiscal management to include, but not be limited to:

- Receiving and disbursing funds from DHS for the Council, including, but not limited to, funds for any salaries, subcontracts, program activities;
- Development and monitoring of budgets as specified by the DHS;
- Documentation of fiscal activities on behalf of the Council;
- Timely submission of contract/fiscal reports to the DHS.

c. Program guidance, assistance and oversight to include, but not be limited to:

- Support and guidance for the Council Members, regarding Council-related matters;
- Guidance in organizational planning;
- Support and guidance, as needed, to assist the Council in determining and implementing goals, objectives, and activities; guidance, support, and direction to ensure consistent Council representation and participation in the Department activities, such as, workgroups, planned events, DHS-sponsored and collaborative conferences, workshops, and presentations;
- Logistical support, as needed, that may include, but not be limited to: providing or facilitating office or meeting space, graphic reproduction, computer and internet access, travel assistance and coordination, use of business equipment, and other similar supports.

d. Funding under this RFP provides for:

- An allocation for the PROVIDER'S administrative expenses, not to exceed fifteen percent (15%); and
- The balance of the contract amount to be expended for Council-related expenses, which may include a Project Coordinator position to provide professional management, support for meetings held by the Council, and other resources needed to carry out the Council activities.

2. Council Activities shall include, but is not limited to:

- a. Provision of a Statewide Foster Youth/Young Adult Advisory Council Structure, which provides foster and former foster youth/young adults an opportunity for input to advise the DHS on issues including, but not limited to, foster care policies, practices, services, and legislative matters;
- b. Provision of a venue and forum, within the Council structure and function, for foster and former foster youth/young adults to exchange ideas, develop leadership skills and form informal support systems;
- c. Collaboration with the DHS, Judiciary, other stakeholders, providers, and community partners;
- d. Collaboration to help identify and/or develop resources for children and youth under and/or formerly under DHS care;
- e. Assistance to the DHS in providing peer support and outreach to the DHS/CWS foster youth and former foster youth;
- f. Provision of a being a “voice” for and on behalf of foster children/youth/young adults on issues including, but not limited to: reunification or other permanency issues; relative placement/connections; social capital; diversity; lesbian, gay, bisexual, transgender and questioning (LGBTQ) youth/young adults; and issues of transitioning out of care. This voice will be facilitated through participation in activities, including, but not limited to, the DHS/collaborative workgroups; events, programs; Continuous Quality Improvement (CQI) processes; trainings; and conferences;
- g. Legislative advocacy.

The PROVIDER will ensure that the Hawai`i Foster Youth/Young Adult Advisory Council will hold a minimum of four (4) statewide Council meetings.

The Council will conduct ongoing outreach and recruitment of foster youth/young adults, and former foster youth/young adults, ages fourteen (14) through twenty-six (26) years old.

B. Management Requirements (Minimum and/or mandatory requirements)

1. Personnel

- a. The PROVIDER shall comply with standards established by the Department’s Social Services Division for criminal conviction record checks and protective services registry checks which are attached in Section 5 of this RFP.
- b. The PROVIDER staff shall have the educational qualifications and

necessary training to provide the activities requested, and shall have the required licenses to practice in the State of Hawai'i, as needed. Preferably, staff shall have a Master's Degree in Social Work or equivalent and training or experience in foster care.

- c. The PROVIDER must have accommodations to service a multicultural and multilingual population, and shall provide services without discrimination, e.g., regarding ethnicity, religion, socioeconomic class, and Lesbian, Gay, Bisexual, Transgender, Questioning (LGBTQ) issues.
- d. The PROVIDER staff must have knowledge and experience with youth/young adults in foster care including, but not limited to, dealing with domestic violence, child abuse and neglect, substance abuse, and youth/young adults in transition from foster care to self-sufficient interdependent living; and must be willing to work with youth/young adults and families that present those safety issues.
- e. The PROVIDER staff shall be knowledgeable about DHS' programs, services, rules, and procedures. Those who are not familiar with DHS must be oriented and trained by the PROVIDER, and/or must take the initiative to learn about the Department's Child Welfare Services, Foster Care programs
- f. The PROVIDER shall maintain throughout the contract period, policy and procedures that include competency and requirements. The policy must also clearly identify scope over any subcontractors of the contracting agency.
- g. The PROVIDER shall ensure that it will adhere to all applicable state laws regarding the obtaining and release of client information.
- h. When disagreement arises between the PROVIDER and/or provider's staff and the Department's staff regarding/related to the performance of service activities within contracted specifications, the decision of the Department shall prevail. Failure on the part of the provider to comply shall be deemed cause for corrective action and subject to contractual remedies.

2. **Administrative**

- a. The PROVIDER shall agree to and shall abide by any Administrative Assurances that are attached to Section 5 of this RFP.
- b. The budget(s) by the PROVIDER shall include:
 - Operating and activity costs for the Council;
 - PROVIDER'S administrative costs not to exceed 15% of the annual funding amount for providing the contracted services for the Council, as well as;
 - Proposed costs for major Council projects.

3. **Quality assurance and evaluation specifications**

All contracts shall be monitored by the Department in accordance with requirements set forth by Chapter 103F, Hawai'i Revised Statutes (HRS). Annual contract monitoring may include site visits with comprehensive evaluation of several areas of performance. These include review of conformance with standard contractual requirements, agency files, accounting practices, and case record keeping. In addition, ongoing contract monitoring shall include review of monthly and quarterly reports and periodic assessment of program effectiveness, including, but are not limited to the following:

- a. The PROVIDER shall have the necessary infrastructure to support the provision of services in compliance with the standards as specified herein.
- b. The PROVIDER shall maintain supporting documentation for credentialing in separate files on PROVIDER'S premises and shall make this information available to DHS as requested.
- c. The PROVIDER shall collect, maintain and report to DHS, on a quarterly basis, information documenting progress and outcomes objectives cited in this RFP.
- d. The PROVIDER shall allow DHS representatives or any authorized representatives full access to all case files, including client names, and administrative records for the purpose of program evaluation and/or contract monitoring.
- e. The PROVIDER shall maintain and have documented proof of required insurance and coverage, as cited in item number 1.4 of the General Conditions and item number 2 of the Special Conditions:
 1. General Liability (GL) insurance of no less than \$1 million per occurrence and \$2 million annual aggregate;
 2. Automobile Liability insurance of no less than \$1 million per accident; and,

3. Professional Liability (Errors and Omissions) insurance of no less than insurance \$1 million per claim and \$2 million annual aggregate.

The STATE reserves the right to amend insurance requirements in order to maintain all contracts in compliance with the most current State requirements

- f. The PROVIDER shall agree to and shall abide by any Administrative Assurances that are attached to this Section number 2 of the RFP.
- g. There shall be regular, on-going communication between the PROVIDER and/or provider's staff and the DHS staff to keep lines of communication open and to discuss the needs, specific concerns about youth and/or young adults; any procedural changes; and any other related RFP/contractual issues.
- h. The PROVIDER agrees to cooperate with the Department in refining and developing specific outcome measures and quality assurance protocols for evaluation of this initiative

4. **Output and performance/outcome measurement**

- a. Forms A, B, and C are primarily a monitoring tool for the Department to track the number of people served, the service activities and the outcomes. However, for this RFP, these forms will not be used for the services provided by the selected agency. The selected agency/organization will provide a report (narrative form is acceptable) of the activities each quarter, regarding efforts to provide support and guidance for the Council. The report should also include information on the fiscal management and funds disbursement.

The Department would also like information from the Council. The A, B, C forms are to be used by the PROVIDER capture service activities and goals of the Council.

- b. The PROVIDER shall maintain the capacity to deliver services throughout the term of the Agreement.

5. **Experience**

The PROVIDER shall have a documented history that demonstrates fiscal responsibility, the ability to work with other agencies and organizations in an effective and collaborative manner, and the ability to effectively administer service programs. The PROVIDER shall also be able to demonstrate knowledge about and experience working with the DHS/CWSB, specifically with youth and/or young adults in foster care and youth and/or young adults in transition from foster care to independence

6. Coordination of services

See any Administrative Assurances that may be attached to Section 5 of the RFP for any requirements for the coordination of services.

7. Reporting requirements for program and fiscal data

- a. Unless otherwise agreed, quarterly and year-end reports shall be submitted in a format specified by the Department in which the provider summarizes major activities undertaken during the report period. Data to be reported may include, but not be limited to the number of service units provided, the number of persons serviced, client lists, outcomes and objectives achieved, problems encountered, recommendations, and proposed future activities and staffing changes, if any.
- b. Required Fiscal Reports:
 - i. Providers will submit invoices in the format specified by the Department.
 - ii. Unless otherwise agreed, for cost reimbursement contracts, monthly and year-end reports shall be submitted listing total expenditures of contract funds, contract revenues received, and collections and expenditures from program income and other sources of funding t
- c. Penalties for Late Reporting
 Unless otherwise specified in the contract, program reports are due thirty (30) days after the end of quarter, and fiscal reports are due fifteen (15) days after the end of the month. At the option of the Department and according to the terms of the contract:
 - Payments may be held pending the submission of required reports.
 - Payments may be reduced and funding lapsed by fifteen percent (15%) when reports are not submitted within sixty (60) days after the due date specified by the Department.
 - Reports not submitted within ninety (90) days after the Department's specified due date, the PROVIDER will lapse funding for the period for which no reports have been received.
- d. The PROVIDER will still be required to maintain the capacity to provide the contracted level of services in spite of the reduced funding.

Program report forms are located in RFP Section 5.

C. **Facilities**

The PROVIDER shall obtain and maintain adequate facilities for the satisfactory delivery of contracted services in the RFP and contract. The PROVIDER facilities shall be in accordance with all applicable federal, state, and local laws, such as meeting ADA requirements, and providing special equipment to be made available, as necessary. Facilities may be shared and shall be available on each island as specified by the Department. Facilities must be operational by the contract start date.

2.5 COMPENSATION AND METHOD OF PAYMENT

A. Pricing Structure or Pricing Methodology to be Used.

Unless otherwise proposed and agreed between the PROVIDER and the Department, the pricing methodology for this service is checked below. The pricing methodology may be revised by mutual agreement throughout the term of the contract.

 Cost reimbursement where the State pays the provider for budgeted costs that are actually incurred in delivering the services specified in the contract, up to a stated maximum contract amount.

 Fixed rate where the State pays the provider a set rate for a defined unit of service up to a stated maximum contract amount. The State and the provider agree on the number of units of service to be delivered for the stated contract amount.

 Base Cost /Fixed Rate Combination where the State pays the provider a base amount for operating costs and a fixed rate for units delivered up to a stated contract amount.

 Negotiated rate where the State determines the number of units it needs and then negotiates with the provider the total cost to provide all those units. The negotiated cost to deliver a set number of units allows a unit rate to be calculated.

Units of service and unit rate

As this is a cost reimbursement contract, there is no applicable unit rate. The units specified in Forms A, B, and C, in the RFP Section 2, are relevant to service delivery and capacity.

Method of compensation and payment:

Payments shall be made in monthly installments after receipt and approval of invoices, reports, and other documents required by the Department.

The first payment shall be an advance installment of one sixth percent (1/6%) of the semi-annual period of the contract amount for the period from 1/1/2014 through 6/30/14. Invoices shall be submitted in a format specified by the Department. The invoice format is located in RFP Section 5.

Unless otherwise agreed, subsequent payments shall be made upon receipt of an invoice and preliminary approval of reports and other documents required by the Department. All charges shall be supported by documentation indicating to whom services were provided and the types of services rendered by the PROVIDER.

All invoices, reports, and other required documents shall be submitted according to a schedule established by the Department, and in a format specified and approved by the Department.

FORM A - PEOPLE TO BE SERVED

ORGANIZATION: _____

PROGRAM/SERVICE: Hawai'i Youth/Young Adult Advisory Council (HY/YAAC)

SITE: Statewide

PEOPLE TO BE SERVED	Budgeted Period	
	Number/ Quarter	YTD
1. Number of youth/young adults who participated as Council members.		
2. Number of youth/young adults Council members who received Leadership Skill Development Trainings.		
3. Number of Council members who participated in workgroups, educational, advocacy activities, etc. (e. g., presentations at conferences/trainings, providing Legislative testimony, participating in planning).		
4. Number of foster and former foster youth/young adults who participated in conferences, trainings, or other activities presented by or in collaboration with the Council.		
5. Number of <u>adults</u> who participated in conferences, trainings, or other activities presented by or in collaboration with the Council.		
6. Number of youth/young adults who received written, electronic, and/or verbal information about the Council and resources for foster youth/young adults from the Council.		
7. Number of youth/young adults who were provided with support/outreach services.		

FORM B – SERVICE ACTIVITIES

ORGANIZATION: _____

PROGRAM/SERVICE: Hawai'i Youth/Young Adult Advisory Council (HY/YAAC)

SERVICE ACTIVITIES	Budgeted Period	
	Number/ Quarter	YTD
1. Number of Council Meetings.		
2. Number of Leadership Skill Development Trainings for Council members.		
3. Number of workgroups, educational, advocacy activities in which Council members participated, e.g., presenting at conferences/trainings; provided Legislative testimony; participated in planning.		
4. Number of activities in which Council members participated in to develop resources/directories or to provide information on resources for foster youth/young adults.		
5. Number of times that Council Members assisted DHS or other providers in providing support/outreach services to foster youth/young adults.		

SITE: STATEWIDE . _____

FORM C – OUTCOMES

ORGANIZATION: _____

PROGRAM/SERVICE: Hawai'i Youth/Young Adult Advisory Council (HY/YAAC)

SITE: STATEWIDE

OUTCOMES	BUDGET PERIOD		
	Goals	Percentage/ Quarter	YTD
1. Percentage of Council Members attending Council meetings	80%		
2. Percentage of Council Members participation in Leadership Skill Development Trainings	80%		
3. Percentage of Council Members participation in collaborative events—in planning and/or presenting at conferences, trainings, workshops; in participating in workgroups; in providing Legislative testimony; etc.	80%		
4. Percentage of Council Members participation in either developing resources/directories or providing information on resources for foster youth/young adults	80%		
5. Percentage of Council Member assisting DHS od other providers in providing support/outreach services to foster youth/young adults	25%		

Section 3

Proposal Application Instructions

Section 3

Proposal Application Instructions

General instructions for completing applications:

- *Proposal Applications shall be submitted to the state purchasing agency using the prescribed format outlined in this section.*
- *The Proposal Application Form (SPO-H-200A) is available on the State Procurement Office website. See Section 1, Administrative Overview, 1.2, Website Reference. However, the form will not include items specific to this RFP. If using the website form, the Applicant must include all items in this section.*
- *The numerical outline for the application, the titles/subtitles, and the organization of the Sections of the Proposal Application and RFP identification information at the top right hand corner of each page should be maintained. The instructions for each section, however, may be deleted.*
- *Tabbing of the Applicant's sections is recommended.*
- *Page numbering of the Proposal Application should be consecutive, beginning with page one and continuing through for each section. See Section 5, Attachments, Attachment B, Sample Proposal Application Table of Contents, of this REP for more details.*
- *Applicants must also include a Table of Contents at the beginning section of the Proposal Application. See Section 5, Attachments, Attachment B, Sample Proposal Application Table of Contents, of this RFP for more details.*
- *A written response is required for **each item** in the Application, **unless** indicated otherwise. Failure to answer any of the items will impact upon the applicant's score.*
- *Applicants are **strongly encouraged** to review the evaluation criteria in Section 4, Proposal Evaluation, when completing the proposal.*
- *This form (SPOH-200A) is available on the SPO website (see 1.2, Website Reference). However, the form will not include items specific to each RFP. If using the website form, the Applicant must include all items listed in this section.*
- *Applicants are required to submit the completed Proposal Application, as follows:*
 - *One (1) electronic copy of the proposal in portable document format (PDF) on a universal serial bus (USB) flash drive/thumb drive or a compact disc (CD) medium readable by a personal computer (PC);*
 - *(One (1) original hard copy (printed copy) of the proposal.*
- *The hard copy original (printed copy) proposal may be submitted in a three ring binder (Optional).*

The Proposal Application is comprised of the following sections. The application shall not exceed the maximum number of pages listed for the narrative portion of each section, not including applicable attachments.

- **Proposal Application Identification Form (1 page)**
- **Table of Contents (2 pages)**

- Program Overview (1 page)
- Experience and Capability (15 pages)
- Project Organization and Staffing (8 pages)
- Service Delivery (28 pages), work plan attached separately.
- Financial (5 pages)
- Other(2 pages)

3.1 Program Overview

Applicant shall give a brief overview to orient evaluators as to the program/services being offered. The Applicant shall highlight the agency's mission and vision, as well as the goals and the objectives of the proposed service activities relative to the target population and geographic coverage of services.

3.2 Experience and Capability (20 points)

A. Necessary Skills (4 points)

The Applicant shall demonstrate that it has the necessary skills, abilities, and knowledge relating to the delivery of the proposed services.

B. Experience (6 points)

The Applicant shall provide a description of projects/contracts for a total of two (2) years of the most recent five (5) years that are pertinent to the service activities detailed in Section 2, Service Specifications, point 2.4, Scope of Work, of the RFP. The Applicant shall include the following information for each project/ contract listed:

- Contracts/project identification number;
- Contracting agency;
- Name of contact person, phone number, email address, and mailing address from the contracting agency;
- Title of the service or a brief description of the service.

This will document that the contracts/project are pertinent to the service activities detailed in this RFP. The State reserves the right to contact references to verify experience.

C. Quality Assurance and Evaluation (4 points)

The Applicant shall describe its own plans for quality assurance, evaluation, and improvement for the proposed services, including methodology, instruments, and timelines for the proposed service. The Applicant shall describe the agency's internal review process to ensure conformance with contract requirements, provision of Administrative Assurances, adequate

accounting practices, accurate case record keeping, accurate tracking of performance/outcome/output measures, adequate maintenance of agency files, and program effectiveness. The Applicant shall outline a process for implementing positive changes from the quality assurance data collected to ensure ongoing quality service delivery.

D. Coordination of Services and Collaboration (4 point)

The Applicant shall describe in detail its own plans to effectively coordinate its services with the DHS and other agencies/community resources to meet the needs of the target population. Plans should demonstrate the Applicant's capability of collaboration with others. See Section 2, Scope of Service, part B, Management Requirements, Service Specifications, and Section 5 Attachments, Attachment G, Administrative Assurance of this RFP for requirements for the coordination of services.

E. Facilities (2 point)

The Applicant shall provide the street addresses of its facilities, a description of its facilities and demonstrate its adequacy in relation to the proposed services. The Applicant shall describe in detail how the facilities meet ADA requirements, as applicable, and any special equipment that may be required to deliver the proposed services. If facilities are not presently available, describe plans to secure facilities.

3.3 Project Organization and Staffing (15 points)

A. Staffing

1. Proposed Staffing/Council (4 points)

The Applicant shall describe in detail the proposed staffing pattern, client/council member/staff ratio, as applicable, and the proposed council organization. The Applicant shall justify the proposed staffing pattern, if any, and take into account the number of members to be served and the level of service activities to be provided. The Applicant shall list any positions for any management and fiscal staff member under the contract.

Please note: If the Applicant proposes the use of subcontracting, the Applicant shall also include the above information for the proposed subcontracted staff.

2. Staff/Council Member Qualifications (4 points)

- a. The Applicant shall provide position descriptions that include the minimum qualifications (education and experience) for each position assigned to the program directly or through subcontract including

back-up staff. The Applicant shall provide clear documentation that all staff, if any, will have the necessary licenses to deliver the proposed services. Position description titles shall match the title listed on the program specific and organization-wide charts. These minimum qualifications must meet the minimum personnel requirements of this RFP and be sufficient to ensure quality program/service delivery. See Section 2.4, Part B, as applicable.

- b. The Applicant's staff shall have knowledge and experience in working with youth/young adults in foster care including, but not limited to dealing with domestic violence, child abuse and neglect, substance abuse, and youth/ young adult in transition from foster care to self-sufficient interdependent living; and must be willing to work with youth/young adults and families that present those safety issues.
- c. The Applicant/Provider staff shall be knowledgeable about DHS' programs, services, rules, and procedures. Those who are not familiar with DHS must be oriented and trained by the Applicant/ Provider, and/or must take the initiative to learn about the Department's Child Welfare Services, Foster Care programs.
- d. The Provider/Applicant shall maintain throughout the contract period, policy and procedures that include competency and requirements. The policy must also clearly identify scope over any subcontractors and the contract agency.
- e. The Applicant shall have accommodations to provide services to a multicultural and multilingual population. The applicant's staff shall have experience in providing services to this population.
- f. The Provider/Applicant shall ensure that it will adhere to all applicable state laws regarding the obtaining and release of client information.
- g. Note: If the Applicant proposes the use of subcontracting, the Applicant shall also include the above information for the proposed subcontracted staff, as applicable.

B. Project Organization (5 points)

1. Supervision and Training

The Applicant shall describe its ability to supervise, train and provide administrative direction relative to the delivery of the proposed services.

2. Organization Chart (2 points)

The Applicant shall describe in detail its approach and rationale for the structure, functions, and staffing to effectively deliver the proposed service activities and tasks.

- a. The position of each staff and line of responsibility/supervision shall be clearly outlined. (Include position title, name and full time equivalency).
- b. Both the “Organization-wide” and “Program” organization charts shall be attached to the Proposal Application.

Note: If the Applicant proposed the use of subcontracting, the Applicant shall also include the above information for the proposed subcontracted staff. The organization-Wide and Program Specific charts if any shall both be attached to the application.

3.4 Service Delivery (55 points)

A. The Applicant shall include a detailed discussion of the applicant’s approach to applicable service activities and management requirements from Section 2, Part 2.4, Scope of Work, including (if indicated) a Work Plan of all service activities and tasks to be completed, related work assignments/responsibilities and if indicated timelines/schedules. A Work Plan format is located in Section 5, Attachments, of this RFP.

B. The Applicant shall complete in detail and address all the items of the Work Plan attached to Section 5 of this RFP, according to the instructions attached to the Work Plan.

Note: it is not acceptable to simply repeat language in the RFP as you address the specific tasks related to the various services activities.

C. The Applicant shall address in detail the following items which are listed in the Work Plan:

- a. Administrative support
- b. Fiscal management
- c. Program guidance, assistance and oversight
- d. Monitoring of the Hawaii Foster Youth/Young Adult Advisory Council
- e. Grievance and dispute resolution procedures for Hawaii Foster Youth/Young Adults Advisory Council and the DHS staff.

D. Performance Measurements Forms A, B, & C (1 points)

The Applicant shall provide reasonable numbers and parentages for all items listed.

3.5 Financial (10 points)

A. Pricing Structure (8 points)

1. Applicant shall submit a clear and detailed budget proposal utilizing the pricing structure designated by the state purchasing agency in Section 2,

Service Specifications, Section 2.5, Compensation and Method Payment. The budget shall fully support the Section 2.4, Scope of Work, including, Performance Measurements Forms A, B, & C.

The Applicant shall submit **All** the required budget information using the budget forms list below. All budget forms, instructions, and samples are located on the State Procurement Office Website. See Section 1, Administrative Overview, 1.2 website Reference, of this RFP. **All** budget forms shall be attached to the Application.

SPO-H-205:	Budget
SPO-H-206A;	Personnel – Salaries and Wages
SPO-H-206B:	Personnel – Taxes, Assessments Fringe
SPO-H-206C:	Inter- Island Travel
SPO-H-206E:	Contractual Services – Administrative
SPO-H-206F:	Contractual Services – Subcontracts
SPO-H-206H:	Program Activities
SPO-H-206I:	Equipment Purchases

2. The Applicant shall be advised for budgeting purposes that there are insurance requirements and auditing requirements under this contract. See the Insurance Requirements, and Special Conditions of the Contract (Attachment D and G) in Section 5 of this RFP.
3. The Applicant shall provide a brief explanation of how the line costs on form SPO-H-205 were derived unless those line items are explained on other budget forms in the SPO-H-206 series.
4. The Applicant shall provide a justification for the Provider’s administrative costs, not to exceed 15 % of the annual funding amount.
 - a. The operating and activity costs for the HYYAAC
 - b. Proposed costs for major HYYAAC activities are to be determined by Applicant.

Note: **AWARDEES ONLY** may be asked to submit additional budget forms at a later date as part of the contracting process including but not limited to:

SPO-H-205A:	Organization- Wide Budget by source of funds
SPO-H-205B:	Organization- Wide Budget by Programs
SPO-H-206G:	Depreciation (as applicable)

All budgets forms, instructions and samples are located on the SPO website. See Section I, Administrative Overview, 1.2, Website Reference, of Website, of this RFP.

B. Other Financial Related Materials (2 points)

In order to determine the adequacy of the applicant's accounting system as described under the administrative rules, the following documents are requested as part of the Proposal Application (to be attached):

1. The Applicant shall submit the most recent Financial Audit including any management letter that accompanied that audit.
2. The Applicant shall describe the cost allocation plan for this contract, which demonstrates the applicant's expenditure area allocated based on a plan that is reasonable, appropriate and lawful. To determine the adequacy of the applicant's accounting system as described under the administrative rules, the following documents are requested as part of the Proposal Application (may be attached).

3.6 Other

A. Litigation

The Applicant shall disclose and explain any pending litigation to which they are a party, including the disclosure of any outstanding judgment. If applicable, please explain.

Administrative Assurances

The Applicant shall sign and attach a copy of the Administrative Assurances See Section 5 Attachments, Attachment G, of this RFP. The Administrative Assurances shall be attached to the Application.

Section 4

Proposal Evaluation

Section 4 Proposal Evaluation

4.1 Introduction

The evaluation of proposals received in response to the RFP will be conducted comprehensively, fairly, and impartially. Structural, quantitative scoring techniques will be utilized to maximize the objectivity of the evaluation.

4.2 Evaluation Process

The procurement officer or an evaluation committee of designated reviewers selected by the head of the state purchasing agency or procurement officer shall review and evaluate proposals. When an evaluation committee is utilized, the committee will be comprised of individuals with experience in, knowledge of, and program responsibility for program service and financing.

The evaluation will be conducted in three phases as follows:

- Phase 1 - Evaluation of Proposal Requirements
- Phase 2 - Evaluation of Proposal Application
- Phase 3 - Recommendation for Award

Evaluation Categories and Thresholds

<u>Evaluation Categories</u>	<u>Possible Points</u>
<i>Administrative Requirements</i>	
<i>Proposal Application</i>	
Program Overview	0 points
Experience and Capability	20 points
Project Organization and Staffing	15 points
Service Delivery	55 points
Financial	10 Points
TOTAL POSSIBLE POINTS	100 Points

4.3 Evaluation Criteria

A. Phase 1 - Evaluation of Proposal Requirements

1. Administrative Requirements

- a. Proposal Application Checklist
- b. Hawai'i Compliance Express verification
- c. Administrative Assurances

2. Proposal Application Requirements

- a. Proposal Application Identification Form (Form SPO-H-200)
- b. Table of Contents
- c. Program Overview
- d. Experience and Capability
- e. Project Organization and Staffing (including Performance Measurement Forms A, B, & C)
- f. Service Delivery (including Work Plan)
- g. Financial (All required forms and documents)
- h. Program Specific Requirements (as applicable)

B. Phase 2 - Evaluation of Proposal Application (100 Points)

- 1. Program Overview:** No points are assigned to Program Overview. The intent is to give the Applicant an opportunity to orient evaluators as to the services being offered. The Applicant shall highlight the agency's mission and vision, as well as the goals and objectives of the proposed service activities relative to the assessed needs and available resources of the target population and geographic coverage of service.
- 2. Experience and Capability (20 Points)**
The State will evaluate the applicant's experience and capability relevant to the proposal contract which shall include.

a. Necessary Skills

- The Applicant has **demonstrated** the necessary skills, abilities, and knowledge relating to the delivery of the proposed services.

4 points

b. Experience

-
- The Applicant has provided all required information demonstrating at least two (2) years of experience within the most recent five (5) years, pertinent to the service activities detailed in Section 2.
- The Applicant has provided information demonstrating the ability, experience, and/or planned outreach efforts to service different cultures and communities that clients (foster youth and young adults currently or formerly under the DHS/CWS placement responsibility and care) are part of, including their input required by the Federal Department of Health and Human Services (DHHS) and the DHS/CWSB.
- The Applicant has provided the following verifiable information for each contract/project listed:
 - 1) Contract/project identification number;
 - 2) Contracting Agency;
 - 3) Name of contact person, telephone number, mailing address, and email address of contracting agency;
 - 4) Title of service or a brief description of the service

6 points

c. Quality Assurance and Evaluation

The Applicant has fully described, and demonstrated sufficiency of its plans for quality assurance, evaluation, and improvement for the proposed services, including **methodology, instruments, and timelines**. (Refer to Section 3.2, C)

4 points

d. Coordination of Services and Collaboration

- The Applicant has provided a **detailed plan** for coordinating its services with the

DHS and other agencies which include pertinent items listed in the Administrative Assurances (see Section 5).

- The plan has demonstrated the Applicant’s capability of collaborating with the DHS, other agencies, and other agencies, and resources in the community.

4 points

e. Facilities

The Applicant has provided information that demonstrates appropriateness/adequacy of facilities relative to the proposed services. This includes but is not limited to: physical street address, appropriateness in relation to the proposed services, description of facilities, and facilities meetings ADA requirements, as applicable.

If facilities are not presently available, the Applicant has detailed plans to secure/prepare facilities to allow for service delivery by the contract start date.

2 points

3. Project Organization and Staffing (15 Points)

The State will evaluate the Applicant’s overall staffing approach to the service

A. Staffing/Council makeup

1. Proposed Staffing: The Applicant has provided: it's approach and rational for:
 - a. the staffing pattern
 - b. client/staff/council member board ratio
 - c. staff/council board organization that is reasonable to insure viability of the services.
 - d. list of staff and whether full or part-time, paid or unpaid, under the contract.

These items are fully described and reasonable to insure appropriate delivery of the proposed services.

4 points

2. Staff/ Council Member Qualifications:
 - a. Minimum qualifications (including

experience) for the staff/ facilitator as applicable assigned to the program are described and are sufficient to ensure quality program/service delivery. Position descriptions are attached.

- b. The applicant's position title(s) for the provider/facilitator in the state wide program specific charts as applicable, match title(s) position descriptions.
- c. The applicant has provided clear and detailed rationale for proposed staffing, setup of Council, and assignment of responsibilities and activities required in Section 2, Specification.

4 points

B. Project Organization

1. Supervision and Training: The Applicant has described/ demonstrated its ability to **supervise, train** and provide administrative direction to staff / council relative to the delivery of the proposed services.

5 points

2. Organization Charts:

- a. The Applicant has detailed its approach **and rationale** for the structure, functions, and staffing/council makeup to deliver the proposed service activities and tasks.

- b. ***The Applicant has also provided:***

- An Organization-Wide chart showing where the proposed staff/service activities fits within the overall program.
- A Program Specific chart that details for each position budgeted to the program:
 1. Position title from the position description
 2. Minimum qualification level (e.g. high school diploma, Bachelor's degree, Master's degree)
 3. Full-time equivalency (FTE) to the Applicant's agency and to the program
 4. The lines of authority and supervision
 5. Each Council member's title and or position description has been

detailed/outlined.

2 points

4. Service Delivery (55 Points)

- A. The evaluation criteria of this section will assess that the Applicant has provided a complete and detailed approach and rational to the service activities and management requirements outlined in the Work Plan of the Proposal Application.
- B. The evaluation criteria may also include an assessment of the logic of the Work Plan for the major service activities and tasks to be completed, including clarity in work assignments and responsibilities, and the practicality of the timelines and schedules, as applicable.
- C. The Applicant has detailed its approach and rational for the structure, functions, and staffing/council to deliver of services, abilities, and tasks for the following:

- Administrative support. 8 points
- Fiscal management. 15 points
- Program guidance, assistance and oversight. 15 points
- Monitoring of the Hawaii Foster Youth/Young Adult Advisory Commission. 15 points
- Grievance and dispute resolution procedures for the Hawaii Foster Youth/Young Adult Advisory Commission. and DHS staff. 2 points

B. Performance Measurement Forms A, B, & C:

The Applicant has provided reasonable numbers and percentages for all items listed in Performance Measurement Forms A, B, & C.

5. Financial (10 Points)

A. Pricing Structure:

The Applicant has submitted a clear and detailed budget utilizing the cost reimbursement proposal, as designated in RFP Section 2.5, A, Compensation and Method of Payment. The budget fully supports the Scope of Work in RFP Section 3.5, A, and information provided in the Performance Measurement Forms A, B, and C, Section 5.

2 points

1. The Applicant has submitted all required budget information on the budget forms listed in Section 3. All budget forms have been attached to the Application

1 point

2. The Applicant has provided all budgeted costs (personnel and non-personnel) which are appropriate considering the service activities and tasks to be delivered.

3. The Applicant has clearly explained how it verified that all budgeted costs are reasonable and comparable to similar costs in the community. The applicant's budget is in compliance with any applicable laws, regulations, and rules.

1 points

4. The Applicant has provided a separate, clear and acceptable budget for the administrative costs **not to exceed 15%** of the annual funding amount and justify the costs.

2 point

5. The Applicant has provided a clear and acceptable budget for the costs specifically expended to support the Hawaii Foster Youth/Young Adult Advisory Council. The Applicant has clearly identified major Hawaii Foster Youth/Young Adult Advisory Council projects and has provided budget as designated in Section 2.4, A. The administrative costs budget, federally-approved indirect rate approval letter, and general categories used to determine the federal rate have been attached to the Application.

2 point

B. Other Financial Related Materials: Financial Audit

The Applicant has submitted the most recent financial audit and has provided information that demonstrated an adequate accounting system. The Applicant has included any management letters that accompanied the audit. The financial audit and management letters, if applicable, are attached.

2 points

6. The Applicant has provided:
 - A. Disclosure and explanation of any pending litigation to which Applicant is party to;
 - B. Administrative Assurances.

C. Phase 3 - Recommendation for Award

Each notice of award shall contain a statement of findings and decision for the award or non-award of the contract to each applicant.

SECTION 5

ATTACHMENTS

- A. Proposal Application Checklist**
- B. Sample Proposal Application Table of Contents**
- C. Proposal Application Identification Form
(SPO-H-200)**
- D. Criminal History Record Check Standards and
Protective Services Central Registry Standards**
- E. General Conditions**
- F. Special Conditions**
- G. Administrative Assurances**
- H. Work Plan Format**
- I. Sample Program and Fiscal Report Formats**

ATTACHMENT A

PROPOSAL APPLICATION CHECKLIST

Proposal Application Checklist

Applicant: _____ RFP No.: RFP-SSD-14-POS-3080-SW

The Applicant's proposal must contain the following components in the order shown below. This checklist must be signed, dated, and returned to the state purchasing agency as part of the Proposal Application. SPOH forms are on the SPO website. See Section 1, 1.2 Website Reference.*

Item	Reference in RFP	Format/Instructions Provided	Required by Purchasing Agency	Completed by Applicant
General:				
Proposal Application Identification Form (SPO-H-200)	Section 1, RFP	SPO Website*	X	
Proposal Application Checklist	Section 1, RFP	Section 5, Attachments	X	
Table of Contents	Section 1, RFP	Section 5, RFP	X	
Proposal Application (SPO-H-200A)	Section 3, RFP	SPO Website*	X	
Cost Proposal (Budget)			X	
SPO-H-205	Section 3, RFP	SPO Website*	X	
SPO-H-205A	Section 3, RFP	SPO Website* Special Instructions are in Section 5	N/A	
SPO-H-205B	Section 3, RFP,	SPO Website* Special Instructions in Section 5	N/A	
SPO-H-206A	Section 3, RFP	SPO Website*	X	
SPO-H-206B	Section 3, RFP	SPO Website*	X	
SPO-H-206C	Section 3, RFP	SPO Website*	X	
SPO-H-206D	Section 3, RFP	SPO Website*	X	
SPO-H-206E	Section 3, RFP	SPO Website*	X	
SPO-H-206F	Section 3, RFP	SPO Website*	X	
SPO-H-206G	Section 3, RFP	SPO Website* Special instructions in Section 3	N/A	
SPO-H-206H	Section 3, RFP	SPO Website*	X	
SPO-H-206I	Section 3, RFP	SPO Website*	X	
SPO-H-206J	Section 3, RFP	SPO Website*	X	
Certifications:				
Hawaii Compliance Express	Section 1, RFP	SPO Website	X	
Federal Certifications				
Debarment & Suspension	Special Conditions	Section 5, RFP, Attachments	N/A	
Drug Free Workplace	Special Conditions	Section 5, RFP, Attachments	N/A	
Lobbying	Special Conditions	Section 5, RFP, Attachments	X	
Program Fraud Civil Remedies Act	Special Conditions	Section 5, RFP, Attachments	N/A	
Environmental Tobacco Smoke	Special Conditions	Section 5, RFP, Attachments	N/A	

Authorized Signature

Date

Printed Name _____

Title _____

ATTACHMENT B

SAMPLE

PROPOSAL APPLICATION
TABLE OF CONTENTS

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	SPO-H-206A Budget Justification - Personnel: Salaries & Wages	
	SPO-H-206B Budget Justification - Personnel: Payroll Taxes and Assessments, and Fringe Benefits	
	SPO-H-206C Budget Justification - Travel: Interisland	
	SPO-H-206E Budget Justification - Contractual Services – Administrative	
	B. Other Financial Related Materials	
	Financial Audit for fiscal year ended June 30, 2011	
	C. Organization Chart	
	Program	
	Organization-wide	
	D. Performance and Output Measurement Tables	
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	E. Program Specific Requirements	

ATTACHMENT C

PROPOSAL APPLICATION IDENTIFICATION FORM (SPO-H-200)

This form may be found on the State Procurement Office website at: <http://hawaii.gov/spo>.

- **Click on “Doing Business with the State” in the top menu bar**
- **Click on “SPO Forms” in the “Toolbox” section on the right side of the page**
- **Click on “Forms for Health and Human Service Providers” in the “Forms for Vendors, Contractors and Service Providers” section at the top of the page**
- **Click on “Health and Human Services Providers” in the “Forms for Vendors, Contractors and Service Providers” section at the top of the page**
- **Click on “SPOH-200” in the “Form Number” section at the top of the page to access the form**
- **Click on “(Instructions)” to the right of “Proposal Application Identification Form” in the “Title” section at the top of the page for instructions on filling out the form**

ATTACHMENT D

CRIMINAL HISTORY RECORD CHECK STANDARDS

A Criminal History State Name Check is required.

**For more information please refer to
Section 2.**

PROTECTIVE SERVICES CENTRAL REGISTRY STANDARDS

**A Child Protective Services System Central Registry Clearance
(CWS CA/N registry check) is required.**

For more information please refer to Section 2.

Forms will be included with the final contract.

DEPARTMENT OF HUMAN SERVICES
Social Services Division

CRIMINAL HISTORY RECORD CHECK STANDARDS

I. PURPOSE

To protect the health, safety and welfare of Adult Protective and Community Services Branch (APCSB) and Child Welfare Services Branch (CWSB) clients, criminal history information on an individual who wishes to serve as a direct service provider shall be considered in determining whether the individual is suitable to serve as a direct service provider to APCSB/CWSB clients.

II. STATE CRIMINAL INFORMATION SYSTEM CHECK

- A. Upon implementation of these standards, a check of the Criminal Justice Information System (CJIS) and the Federal Bureau of Investigation (FBI) data system for a criminal history record check shall be conducted when an individual is:
1. Conditionally offered a position as a direct service provider by an agency, purchase of service contractor, or individual employer. Pending the completion of the criminal history record check, the individual may be placed in a direct service provider position on a probationary status not to exceed thirty (30) days; or
 2. In a direct service provider position when these standards become effective. The criminal history record check shall be completed within six (6) months of the effective date of these standards.
- B. The criminal history record check shall include the submission of fingerprints to the FBI and the CJIS for a State criminal history record check.
- C. Individuals shall have a criminal history record check upon initial hire or implementation of these standards and a second criminal history record check twelve months later. Thereafter, State name checks shall be conducted every other year.
- D. The responsibility for conducting a criminal history record check shall rest with the individual seeking to become a direct service provider or the individual/agency/organization hiring the individual as a direct service provider.
- E. The criminal history record checks shall be conducted through:
1. For APCSB providers: The Department of Human Services (DHS) designee contracted to fingerprint individuals and to submit information to and receive information from the FBI and CJIS. The individual shall complete, sign and date the DHS 1645, "Authorization for Criminal History Record Clearance", and submit the completed form to the DHS designee;
 2. For APCSB and CWSB providers: State name checks are to be obtained from the Hawaii Criminal Justice Data Center (HCJDC) website: (<http://ecrim.ehawaii.gov/ahewa/>). Individuals who do not have access to computer may request information from the following:
Oahu: Hawaii Criminal Justice Data Center
465 South King Street, Room 101

Honolulu, Hawaii 96813

The Oahu office, for an additional fee, will process mailed-in requests for criminal history records checks.

Neighbor Islands: County police stations where HCJDC computer terminals are available. Molokai and Lanai are covered through the main police station on Maui.

- F. When name checks into the State name inquiry system are required for employment, a printed report of each name record check accompanied by a signed Statement of Authenticity that the criminal history record report is a true and unaltered copy shall be retained in the hired individual's personnel file and made available for review by DHS staff or its designee for compliance monitoring purposes.
- G. Fingerprint results and/or a printed name check in the State criminal history records, dated no more than six (6) months before the date an initial criminal history record check is required, may be accepted instead of a new criminal history record check being performed.
- H. DHS shall not be directly responsible for any cost related to the criminal history record check. Funds received through a Purchase of Service contract with DHS for administrative costs may be used to meet the cost for criminal history record checks.

III. CONVICTION RECORDS IN HIRING AND TERMINATING DIRECT SERVICE PROVIDERS

Information contained in criminal history record check reports shall be taken into consideration when hiring and terminating individuals as direct service providers. An offer of employment shall be withdrawn or the position of a direct service provider shall be terminated when a prospective or current direct service provider has a criminal history as indicated below:

- A. The criminal conviction shall have occurred within ten (10) years of the date of the criminal history record check. A criminal conviction occurring more than ten (10) years prior to the date of the criminal history record check may be considered when the criminal history of the individual may pose a risk to the health, welfare and safety of service recipients ; and
- B. The crime for which there is a conviction shall have a rational relationship to the direct service provider's position. Rational relationship means the crime for which there is a history is substantially related to the qualifications, duties and responsibilities of the direct service provider position. Crimes having rational relationships to direct service provider positions include any felony, including but not limited to theft, abuse, neglect, assault, or crimes involving violence or sexual offenses.

- C. Exemptions from the requirements of sections III. A. and B. may be approved for APCS providers by the DHS designee and for CWSB providers by the CWSB.
1. Requests for exemptions shall be made in writing by using form DHS 1673, “Request for Exemption (From Criminal History Records Check Standards or Protective Services Central Registry Check Standards)”, or a similar form. The individual seeking the exemption must complete the DHS 1673 or similar form. A copy of the individual’s current results of a name inquiry into the State criminal history records check must accompany the request. Fingerprint results for APCS providers should already be on file with the DHS designee.
 2. The “Checklist for Exemption Request” may be used as a reminder of the documents to be submitted for EACH exemption request. All documents shall be submitted to the DHS designee or CWSB.
 3. Unless an individual is self-employed, the employer agency must be involved in the exemption process to assure the timely submittal of all required documents and appropriateness of the exemption request. Requests for exemptions shall be routed through the prospective employer agency prior to submittal to the Department or its designee.
 4. **For APCS Providers:** All documents shall be submitted to the DHS designee. Upon receipt of the written exemption request and other required documents listed on the “Checklist for Exemption Request”, the DHS designee shall convene a panel consisting of three (3) professional level multi-disciplinary team members to review the request. The panel shall include individuals in at least two different professions with backgrounds in criminal justice, legal and/or the therapeutic mental health field.
 5. **For CWSB Providers:** All documents shall be submitted to the CWSB Administrator. Upon receipt of the written exemption request and other required documents listed on the “Checklist for Exemption Request”, the CWSB Administrator shall convene a panel to review the request. The panel may include the CWSB Administrator or designee, the CWSB Program Development Administrator, relevant CWSB Assistant Program and Section Administrators, and anyone else deemed appropriate by the CWSB Administrator or designee.
 6. The exemption panel shall consider the following:
 - a. The relevancy of the individual’s conviction record to the qualifications, functions and duties of the direct service provider position the individual wishes to fill;
 - b. Passage of time since the crime was committed; and
 - c. Any evidence of rehabilitation, such as letters from counselors or therapists attesting to a sustained improvement in the individual’s behavior, character references, and activities since conviction, such as employment.
 7. A single factor may not be evidence of rehabilitation. If necessary, the panel shall request additional information from the individual seeking the exemption.
 8. Individuals requesting exemptions shall be informed in writing of the panel’s decision within 45 calendar days from the date the panel receives all

documents needed for a decision to be made. The panel may extend the 45-day period with cause and a written explanation to the individual seeking the exemption.

9. Individuals who are dissatisfied with the panel decisions on their exemption requests may:
 - a. Request an informal discussion with the APCSB/CWSB Administrator; and/or
 - b. Appeal the panel's decision to the Child Welfare Services Branch Administrator.

- D. APCSB clients may choose not to conduct criminal history record checks on individuals they hire on their own. Clients who choose not to have criminal history record checks shall complete form DHS 1672, "Consumer-Employer Choice Regarding Criminal History Record Check and Adult Protective Services (APS) Central Registry Check", to acknowledge their understanding of these standards and the purpose for the checks, and their decision not to conduct criminal history record checks or APS Central Registry checks on individuals they plan to hire as direct service providers.

Attachments

DHS 1645 with instructions

DHS 1672 with instructions

DHS 1673 with instructions

Statement of Authenticity

Checklist for Exemption Request

DEPARTMENT OF HUMAN SERVICES
PROTECTIVE SERVICES
CENTRAL REGISTRY CHECK STANDARDS

I. PURPOSE

To protect the health, safety and welfare of Adult Protective and Community Services Branch (APCSB) and Child Welfare Services Branch (CWSB) clients, Protective Services Central Registry information on an individual who wishes to serve as a direct service provider shall be considered in determining whether the individual is suitable to serve as a direct service provider to APCS/CWSD clients.

The Protective Services Central Registry may include information from the Adult Protective Services (APS) Central Registry and the Child Welfare Services (CWS) Central Registry. The APS Central Registry shall be checked for individuals serving as direct service providers for APCS clients. The CWS Central Registry shall be checked for individuals serving as direct service providers for CWSB clients. Both Registries shall be checked for individuals serving as direct service providers for both APCS and CWSB clients, and for APCS clients who are minor children.

These Protective Services Central Registry Check Standards do not apply to direct service providers who must meet the licensing standards as specified in the Child-Caring Institution and/or Child-Placing Organization administrative rules.

II. PROTECTIVE SERVICES CENTRAL REGISTRY CHECK

- A. Upon implementation of these standards, a check of the Protective Services Central Registry shall be conducted when an individual is:
1. Conditionally offered a position as a direct service provider by an agency, purchase of service contractor, or individual employer. Pending the completion of the Protective Services Central Registry check, the individual may be placed in a direct service provider position on a probationary status not to exceed thirty (30) days; or
 2. In a direct service provider position when these standards become effective. The Protective Services Central Registry check shall be completed within six (6) months of the effective date of these standards.
- B. Individuals shall have a Protective Services Central Registry check upon initial hire or implementation of these standards and a second Protective Services Central Registry check twelve (12) months later. Thereafter, Protective Services Central Registry checks shall be conducted every other year.

- C. The Department of Human Services or its designee is responsible for conducting the Protective Services Central Registry checks upon request of the individual seeking to become a direct service provider.

For CWSB Direct Service Providers: Please go to the DHS website to obtain the “Child Protective Services System Central Registry Clearance Form – Experimental (2/06)” and follow the provided instructions.

<http://humanservices.hawaii.gov/ssd/backgroundcheck>

The individual shall fill out the Form, “Child Protective Services System Central Registry Clearance Form – Experimental (2/06)” and submit as instructed on the form.

The release of information by the Department of Human Services or its designee shall be limited to the following:

APS CENTRAL REGISTRY CHECK

- Notification of whether the individual requesting the information is known to the Department of Human Services to have caused the abuse of a dependent adult; and
- Notification of whether the allegation of abuse is confirmed or not confirmed.

CWS CENTRAL REGISTRY CHECK

- Date of CONFIRMED incident(s) of child abuse or neglect; and
- Type of abuse for each incident.

- D. Upon completion of the Protective Services Central Registry check, the Department of Human Services or its designee shall mail a letter to the individual requesting the information or to the agency/organization identified by the individual to receive the information. A copy of each Protective Services Central Registry check shall be retained in the hired individual’s personnel file and made available for review by Department staff for compliance monitoring purposes.

- E. A copy of a Protective Services Central Registry check, dated no more than six (6) months before the date an initial Protective Services Central Registry check is required, may be accepted instead of a new Protective Services Central Registry check being performed.

III. PROTECTIVE SERVICES CENTRAL REGISTRY CHECKS IN HIRING AND TERMINATING DIRECT SERVICE PROVIDERS

When the Protective Services Central Registry check indicates that abuse has been confirmed, the individual/agency/organization hiring the individual as a direct service provider must inquire of that individual as to the nature and circumstance of the confirmed abuse. Information obtained by the individual/agency/organization from the Protective Services Central Registry check shall be taken into consideration when hiring

and terminating individuals as direct service providers. An offer of employment shall be withdrawn or the position of a direct service provider shall be terminated when:

- A. A prospective or current direct service provider has a Protective Services Central Registry check indicating that abuse was confirmed and that the abuse occurred within ten (10) years of the date of the Protective Services Central Registry check. A confirmation of abuse occurring more than ten (10) years of the date of the Protective Service Central Registry check may be considered when the abuse confirmation history of the individual may pose a risk to the health, welfare and safety of service recipients; and
- B. The confirmed abuse has a rational relationship to a direct service provider's position. Rational relationship means the confirmed abuse is substantially related to the qualifications, duties and responsibilities of a direct service provider position.
- C. Exemptions from the requirements of sections III. A. and B. may be approved for APCSB providers by the DHS designee and for CWSB providers by the CWSB.
 1. Requests for exemptions shall be made in writing by using form DHS 1673, "Request for Exemption (From Criminal Conviction Records Check Standards or Protective Services Central Registry Check Standards)", or a similar form. The individual seeking the exemption must complete the DHS 1673 or similar form. A copy of the individual's current Protective Services Central Registry check must accompany the request.
 2. The "Checklist for Exemption Request" may be used as a reminder of the documents to be submitted for EACH exemption request.
 3. The employer agency must be involved in the exemption process to assure the timely submittal of all required documents and appropriateness of the exemption request. Requests for exemptions shall be routed through the prospective employer agency prior to submittal to the Department or its designee.
 4. **For APCSB Providers:** All documents shall be submitted to the DHS designee. Upon receipt of the written exemption request and other required documents listed on the "Checklist for Exemption Request", the DHS designee shall convene a panel consisting of three (3) professional level multi-disciplinary team members to review the request. The panel shall include individuals in at least two different professions with backgrounds in criminal justice, legal and/or the therapeutic mental health field.
 5. **For CWSB Providers:** All documents shall be submitted to the CWSB Administrator. Upon receipt of the written exemption request and other required documents listed on the "Checklist for Exemption Request", the CWSB Administrator shall convene a panel to review the request. The panel may include the CWSB Administrator or designee, the CWSB Program Development Administrator, relevant CWSB Assistant Program and Section Administrators, and anyone else deemed appropriate by the CWSB Administrator or designee.

6. The panel shall consider the following:
 - a. The relevancy of the individual's protective services history to the qualifications, functions and duties of the direct service provider position the individual wishes to fill;
 - b. Passage of time since the abuse was committed; and
 - c. Any evidence of rehabilitation, such as letters from counselors or therapists attesting to a sustained improvement in the individual's behavior, character references, and activities since the commission of abuse.
 7. A single factor may not be evidence of rehabilitation. If necessary, the panel shall request additional information from the individual seeking the exemption.
 8. Individuals requesting exemptions shall be informed in writing of the panel's decision within 45 calendar days from the date the panel receives all documents needed for a decision to be made. The panel may extend the 45-day period with cause and a written explanation to the individual seeking the exemption.
 9. Individuals who are dissatisfied with the panel decisions on their exemption requests may:
 - a. Request an informal discussion with the APCSB/CWSB Administrator; and/or
 - b. Appeal the panel's decision to the Social Services Division Administrator.
- D. APCSB clients may choose not to do APS Central Registry checks on individuals they hire on their own. Clients who choose not to have APS Central Registry checks shall complete form DHS 1672, "Consumer-Employer Choice Regarding Criminal Conviction Record Check and Adult Protective Services (APS) Central Registry Check", to acknowledge their understanding of these standards and the purpose for the checks, and their decision not to conduct criminal conviction record or APS Central Registry checks on the individuals they plan to hire as direct service providers.

ATTACHMENT E

GENERAL CONDITIONS

This form may be found on the State Procurement Office website at

<http://hawaii.gov/spo/general/gen-cond/general-conditions-for-contracts>

See “General Conditions for Health and Human Services, HRS Chapter 103F Purchases of Health and Human Services”

Under the “General Conditions” box click on “AG Form 103F”

Hard copies of the General Conditions will be available at:

**Department of Human Services
Social Services Division
810 Richards Street, Suite 400
Honolulu, Hawaii 96813**

ATTACHMENT F
SPECIAL CONDITIONS

SPECIAL CONDITIONS

(Revised 5/16/12)

1. **Failure to Deliver.** In addition to Section 3.5, Personnel Requirements, and Section 4.2, Termination in General, of the General Conditions, PROVIDER further agrees to the following: the inability of PROVIDER to provide the necessary personnel shall not be an acceptable reason for failure to complete the services required. Failure to complete any part of the services contained in Attachment 1, Scope of Services, and any attachments to Attachment 1 as applicable, shall be deemed to be a failure to provide the required services adequately or satisfactorily, entitling STATE to terminate this Agreement. The service shall not be deemed delivered or performance completed until all elements of each service are delivered or completed and accepted by STATE.
2. **Insurance.** The following provisions are added to Section 1.4 of the General Conditions.
 - a. PROVIDER shall obtain and maintain at all times: **Automobile Liability Insurance** as applicable for Any Auto, Non-Owned Autos, and Hired Autos used by the PROVIDER to carry out services specified in this Agreement shall be obtained from a company authorized to do business in the State of Hawai`i, or meet Section 431:8-301, Hawai`i Revised Statutes, if utilizing an insurance company not licensed by the State of Hawai`i and complying with the Hawai`i No Fault Insurance Law. The amount shall be no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) each accident. Prior to or upon execution of this Agreement, PROVIDER shall furnish STATE with a Certificate of Insurance verifying the existence of such insurance
 - b. If PROVIDER'S employees are required to use personally-owned automobiles to carry out services specified in this Agreement PROVIDER shall require said employees to have a valid driver's license, obtain and maintain all Automobile Insurance coverage required by State law, and to use only vehicles for which there is automobile liability coverage of no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) each accident. This liability coverage limit may come from the employee's own Automobile Insurance. This liability coverage limit may also come from PROVIDER'S Automobile Liability Insurance or PROVIDER'S Commercial General Liability Insurance, provided that the insurance covers Non-Owned Autos. This requirement applies to all employees' use of personal vehicles for contracted, service-related activities, whether or not they are transporting clients.

- c. PROVIDER shall obtain and maintain at all times: **Errors and Omissions (Professional) Liability Insurance** issued by a company authorized to do business in the State of Hawai`i, or meet Section 431:8-301, Hawai`i Revised Statutes, if utilizing an insurance company not licensed by the State of Hawai`i, in a total aggregate amount that will pay up to ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per claim, TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) annual aggregate. Prior to or upon execution of this AGREEMENT, PROVIDER shall furnish STATE with a Certificate of Insurance, verifying the existence of such insurance.
- d. The **Commercial General Liability Insurance** as required in Section 1.4 of the General Conditions shall be Occurrence Based.
- e. PROVIDER'S insurance policy shall contain the following clauses:
 - i) The State of Hawai`i is added as an additional insured as respects to operations performed for the State of Hawai`i.
 - ii) It is agreed that any insurance maintained by the State of Hawai`i will apply in excess of, and not contribute with, insurance provided by this policy.
- f. PROVIDER shall immediately provide written notice to the STATE should any of the insurance policies required under this Agreement be cancelled, limited in scope, or not renewed upon expiration.
- g. Failure of PROVIDER to provide and keep in force such insurance shall be regarded as failure to provide the required services adequately or satisfactorily, entitling STATE to exercise any or all of the remedies provided in this Agreement.
- h. The procuring of such required policy or policies of insurance shall not be construed to limit PROVIDER'S liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement. Notwithstanding said policy or policies of insurance, PROVIDER shall be obliged for the full and total amount of any damage, injury, or loss caused by PROVIDER or its authorized representatives.
- i. The STATE reserves the right to amend insurance requirements in order to maintain all contracts in compliance with the most current State requirements.
- j. At all times, PROVIDER shall comply with all current insurance requirements specified in the Hawai`i Revised Statutes and the Hawai`i Administrative Rules.

- 3. **Notice.** Any notice, bill, invoice, report, request, correspondence, approval, communication or demand that either party desires or is required by this Agreement to give the other party shall be in writing and either served personally or sent through the United States Postal Service by pre-paid first class mail to the addresses noted below. Either party may change its address by notifying the other party of the change in address in writing. Notices of the change in address shall be deemed communicated within forty-eight (48) hours from the time of mailing if mailed as provided in this paragraph.

STATE: **Department of Human Services**
Social Services Division
Purchase of Services Unit
810 Richards Street, Suite 400
Honolulu, Hawai`i 96813

PROVIDER:

Name: _____

Title: _____

Address: _____

- 4. **Force Majeure.** Neither party shall be held responsible for delays or failures in performance resulting from acts beyond control of such party. Such acts shall include, but not be limited to, acts of God, labor disturbances, riots, acts of war, epidemics, government regulations imposed after the fact, fire, flood, communication line failures, power failures, shortages of transportation, earthquakes, hurricanes, or other causes beyond such party's control, provided that such party notifies the other party of such delay and the reason therefore as soon as practicable after its occurrence and requests extension prior to the specified date of product delivery, service, reports, or responses.
- 5. **Modifications of Agreement.** In addition to Section 4.1, Modifications of Agreement, of the General Conditions, the party requesting an amendment, modification, alteration, change, or extension of any term, provision, or condition of this Agreement shall allow thirty (30) calendar days for consideration and approval of the request.
- 6. **Confidential Information.** In addition to Section 2.1, Confidentiality of Material, of the General Conditions, the PROVIDER further agrees to the following: All information and records about or for the clients served, secured from clients, STATE, or any other individuals or agencies by PROVIDER, or prepared by PROVIDER for STATE, in satisfaction of this Agreement, shall be confidential and shall not be made available to any individual or organization by PROVIDER without prior written approval of STATE, subject to provisions of applicable State of Hawai`i and Federal statutes, and State of

Hawai'i Administrative Rules. To insure the confidentiality of all such information and records, PROVIDER shall immediately refer all inquiries for information, including subpoenas, to **the AGENCY'S Child Welfare Services Branch Administrator** or representative.

7. **Copyright and Patent.** In addition to Section 2.2, Ownership Rights and Copyright, of the General Conditions, the PROVIDER further agrees to the following: no summary, report, map, chart, graph, table, study or other document or discovery, invention, or development produced in whole or in part under this Agreement shall be the subject of an application for copyright or patent by or on behalf of the PROVIDER, its officers, its agents, its employees, or its subPROVIDERS without prior written authorization from the Director. It is strictly understood that all finished or unfinished documents, reports, summaries, lists, charts, graphs, maps, or other materials prepared by the PROVIDER and all discoveries, inventions, or developments produced in whole or in part under this Agreement shall be the property of STATE.
8. **State Audit Requirement.** The PROVIDER shall have an annual audit conducted by an independent Certified Public Accountant to verify that its financial management system and internal control procedures are effective in meeting the terms and conditions of this Agreement. The PROVIDER shall obtain an audit in accordance with generally accepted auditing standards, and shall furnish a copy of such audit to STATE. This requirement shall apply to all the PROVIDERS receiving general funds from STATE.

An audit under this provision shall NOT be required if both of the following conditions are met:

 - a. The PROVIDER is subject to the federal audit requirements specified below; and
 - b. The federal audit addresses whether the PROVIDER's internal control procedures are effective in meeting the terms and conditions of this Agreement.
9. **Federal Audit Requirement.** The PROVIDER spending Five Hundred Thousand (\$500,000) or more per year in federal financial assistance shall be subject to federal audit requirements under Office of Management and Budget (OMB) Circular A-133, "Audits of State, Local Governments, and Nonprofit Organizations." The PROVIDER shall furnish a copy of any such audit to STATE.
10. **Federal Funds.** In addition to Section 1.1.2, Federal Funds, of the General Conditions, when receiving Federal Funds, the PROVIDER shall comply with all regulations and requirements of the expending Federal agency and complete all required forms and documents. The PROVIDER shall allow full access to records, reports, files, and other documents so that the program, management, and fiscal practices may be monitored by federal representatives directly connected with the program under this Agreement.

11. **Accounting System.** The PROVIDER shall maintain an adequate accounting system for keeping procurement and financial records required by STATE, and shall maintain books, records, documents and other evidence which sufficiently and properly reflect all funds received, all direct and indirect expenditures of any nature related to PROVIDER'S performance and provide an adequate audit trail to support the claims for reimbursement under this AGREEMENT. The requirements for an adequate accounting system shall include, but are not limited to:
 - The ability to keep all the procurement and financial records accurately as required by law, the purchasing agency, or the state procurement office;
 - The ability to permit timely development of all necessary cost data in the form required by the specific contract type contemplated; or
 - Compliance with generally accepted accounting principles.
12. **Maintain Records.** In addition to General Conditions, Section 2.3, Record Retention, PROVIDER shall maintain statistical, clinical and administrative records pertaining to services of this Agreement. The records shall be subject at all reasonable times to inspection or review by STATE or Federal representatives directly connected with the program area under this Agreement.
13. **Intent to Reduce, Terminate or Deny Services.** The PROVIDER shall notify STATE of its intent to reduce, terminate or deny services to a STATE referred individual or family at least fourteen (14) working days before the date of termination or denial of services, except in cases which require immediate termination, or as stated elsewhere in this Agreement.
14. **For Business Termination.** In addition to the requirements of Section 4.2, Termination in General, in the General Conditions, PROVIDER further agrees to the following: if PROVIDER shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets, or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Code or any other statute of any state relating to insolvency or the protection of rights of creditors, then at the option of STATE this Agreement shall terminate and be of no further force and effect and any property or rights of STATE, tangible or intangible, shall immediately without further notice or demand, be returned to STATE.
15. **Equipment.** If more than fifty percent (50%) of total contract funds specified in Attachment 3 of this Agreement are paid according to a cost reimbursement pricing methodology, then all equipment purchased with contract funds under this Agreement including items of personal property, as distinguished from real property, that have an acquisition cost of \$250.00 or more per item and with an expected life of more than one year, shall remain the property of STATE. Following the Agreement period, all equipment shall be reported in the final fiscal report to STATE. Disposition of said equipment shall be prescribed by STATE.

16. General Conditions, item 1.6, Reporting Requirements, is revised as follows:

The PROVIDER shall submit a Final Project Report to the STATE containing the information specified in Attachment 3 to this Agreement if applicable, or otherwise satisfactory to the STATE, documenting the PROVIDER's overall efforts toward meeting the requirements of this Agreement, and where applicable in Attachment 3, listing expenditures actually incurred and units actually delivered in the performance of this Agreement. The PROVIDER shall return any overpayments to the STATE.

17. **Option to Extend.** STATE and PROVIDER may agree in writing to extend the terms of this Agreement in accordance with any of the following that are checked:

X	The provisions of the Request for Proposals.
X	The provisions of Hawai'i Administrative Rules at §3-149-301 regarding the extension of existing contracts during a procurement process.
	When the Agreement was exempt from procurement rules in accordance with Hawai'i Administrative Rules at §3-141-503.
X	If STATE and PROVIDER agree to an extension to utilize unspent funds.

18. As stated in Section 508 of Public Law 103-333, with regard to statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, all grantees receiving federal funds, including but not limited to State and local governments and recipients of federal research grants, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

19. **Environmental Tobacco Smoke.** The Provider must comply with Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro Children Act of 1994 (Act). This Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.

The Provider further agrees that the above language will be included in any sub-awards which contain provisions for the children's services and that all sub-grantees shall certify

compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.

20. **Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tiered Covered Transactions.** The Provider agrees that any sub-grantee under this agreement, also known as a lower tier participant under federal regulations, shall sign the following Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tiered Covered Transactions:
- a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
21. **Nondiscrimination.**
- a. **Race, Color, and National Origin.** In accordance with Part 80 of Title 45 of the Code of Federal Regulations which effectuates Title VI of the Civil Rights Act of 1964, the Provider and any sub-grantee hereby assure that no person shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded under this Agreement.
 - b. **Handicap.** In accordance with Part 84 of Title 45 of the Code of Federal Regulations which effectuates section 504 of the Rehabilitation Act of 1973, the Provider and any sub-grantee hereby assure that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity funded under this Agreement.
 - c. **Sex.** In accordance with Part 86 of Title 45 of the Code of Federal Regulations which effectuates Title IX of the Educational Amendments of 1972 as well as section 844 of the Educational Amendments of 1974, the Provider and any sub-grantee hereby assure that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any educational program or activity funded under this Agreement.
 - d. **Age.** In accordance with Part 91 of Title 45 of the Code of Federal Regulations which effectuates the Age Discrimination Act of 1975 and except as may be specified in the Scope of Services of this Agreement, no person shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded under this Agreement.
 - e. **Language Access Services.** In accordance with State and Federal laws, the PROVIDER shall ensure access, delivery and documentation of interpreter services

to clients with Limited English Proficiency. The PROVIDER shall develop and maintain procedures that specify how Language Assistance Services will be delivered by the PROVIDER'S organization. The PROVIDER:

1. Shall offer language assistance to individuals with limited English proficiency at no cost to the individual, document the offer, and whether the individual declines or accepts the language assistance;
 2. Is prohibited from requiring individuals to bring their own interpreters with them to orientation sessions, interviews or other appointments;
 3. Is responsible for the cost of the interpreters;
 4. Shall document the offer of language assistance services and whether the individual accepted or declined the services; and
 5. Shall plan to accommodate a multicultural referral base that may speak any language other than English such as, but not limited to: Marshallese, Chuukese, Korean, Tagalog, Ilocano, Cantonese, Vietnamese, and Spanish.
 6. Shall submit a quarterly Limited English Proficiency (LEP) Report on a form provided by the Department that shall include at a minimum:
 - i) Number of LEP individuals who were offered language assistance services, and from that number, how many declined or required language assistance services;
 - ii) Primary language spoken by each LEP person;
 - iii) Type of interpreter service provided; and
 - iv) Name of interpreter (and agency, if applicable).
22. **Certification Regarding Lobbying.** The Provider and any sub-grantee shall sign and submit to State the Certification Regarding Lobbying as required by New Restrictions on Lobbying, Part 93 of Title 45 of the Code of Federal Regulations.
23. **Certification Regarding Program Fraud Civil Remedies Act (PFCRA).** The PROVIDER shall certify that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The official signing agrees that the applicant organization will comply with the federal terms and conditions of award if a grant is awarded as a result of this application.
24. During the term of this Agreement the parties will be renegotiating terms and conditions related to the performance of the PROVIDER including but not limited to measurable outcomes, benchmarks for monitoring timely and adequate provision of services, special reporting requirements, pricing methodology, units of service, unit rates, penalties, incentives, and bonuses. At the time of the renegotiation either party has the right to terminate this Agreement under General Conditions, paragraph 4.3 or 4.4 as applicable. Any amendments to this Agreement will not constitute a fundamental change as defined in §3-149-303(d) of Hawai'i Administrative Rules. A fundamental change is one which "is so great that a reasonable purchasing agency would in light of all the circumstances,

re-procure the required services instead of amending an existing contract in order to assure that the state is receiving the most advantageous bargain."

25. PROVIDER acknowledges and agrees that STATE shall only compensate PROVIDER for services provided to referrals made by STATE, but that nothing contained in this Agreement obligates STATE to provide any such referrals to PROVIDER.
26. **§103F-401.5 Proposals and awards.** (a) No contract proposals shall be accepted from any applicant who lacks any license necessary to conduct the business being sought by the request for proposals, with the exception of proposals from applicants to operate a child care program required to be licensed pursuant to section 346-161.
(b) Proposals submitted under this chapter shall include all costs, fees, and taxes, and any award or contract shall be for the amount of the proposal. No award or contract shall include any other payment, rebate, or direct or indirect consideration that is not included in the proposal, such as insurance premium or general excise tax rebates to or waivers for an applicant or bidder. [L 2010, c 69, §2; am L 2012, c 60, §1]
27. **Tax Clearance.** As a result of Act 190, SLH 2011 (HRS Chap. 103D,) the Internal Revenue Service (IRS) no longer issues paper tax clearances; therefore all HRS Chapter 103F providers are now required to register on Hawai'i Compliance Express for compliance verification.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that: If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Title

Organization

ATTACHMENT G

ADMINISTRATIVE ASSURANCES

ADMINISTRATIVE ASSURANCES

(RFP No. SSD-14-POS-3080-SW)

If awarded a contract to provide the services specified in the RFP referenced above, I hereby assure that the following will be in place during the term of the contract:

1. Staff Development

A written training plan for Provider staff which:

- a. Promotes an understanding of the clients that the DHS serves;
- b. Promotes good practice;
- c. Familiarizes staff with the Provider's own program and agency policies and procedures; and
- d. Familiarizes staff with available resources in the community, as applicable, under the Scope of Work, in Section 2 of the RFP, and in support of the service activities in the provider's proposal.

2. Supervision

A written plan for supervising direct service staff. This plan will be consistent with the lines of supervision indicated on the Program Specific Chart in the contract.

3. Coordination of Services

A written plan to coordinate services with other agencies and with the DHS staff. The plan will include each of the following, as applicable:

- a. Ongoing communication with the DHS staff about active DHS clients and notifying providers, especially regarding critical incidents or non-participation in the mutually agreed upon program plan;
- b. Providing information and referral of clients to other community resources, if appropriate; and
- c. Identification of other programs and agencies that can serve as resources to clients.

4. Quality Assurance & Program Evaluation

A written quality assurance plan that addresses all of the following:

- a. How all of the outcomes on Form C, in Section 2 of this RFP, will be measured;
- b. The process of service delivery;
- c. Tools/instruments to be used to collect data on the impact of services in the client's life; and
- d. The process for making improvements or taking corrective action, based on evaluation findings.

5. Criminal History and Protective Services Registry Checks

Documentation of criminal history State name check and CWS CA/N Registry check, as required by the DHS, or appropriate waivers, in accordance with the standards in Section 5 of this RFP, will be in the personnel files of all staff and backup staff providing direct services to clients or having direct client contact. This includes direct services staff of any subcontractors.

6. Documentation of Utilization

Procedures to accurately track, document, and report contract expenditures and the units of service delivered to clients, if applicable. Client Eligibility Lists, Activity Reports, and Expenditure Reports shall be submitted in a format and a timeframe as determined by the DHS.

7. Minimal English and Physical Limitations

For clients with minimal limited English proficiency and/or physical limitations:

- a. The agency shall develop procedures to ensure reasonable accommodation and delivery of services; and
- b. Provide the DHS with reports on LEP clients in a format and according to a schedule determined by the DHS.

SIGNATURE

DATE

TYPE OR PRINT NAME	TITLE
AGENCY	

ATTACHMENT H
WORK PLAN FORMAT
WORK PLAN FORMAT

Service: Hawaii Foster Youth /Young Adult Advisory Council (HFYYAAC)

Agency:

A	B	C	D
SERVICE ACTIVITIES AND PROGRAM REQUIREMENTS	SPECIFIC TASKS	TITLE OF RESPONSIBLE STAFF (& BACK-UP)	TIMELINE/ SCHEDULE
<p>cf. Section 2.4.A.1:</p> <p>a. <u>Administrative Support</u></p> <ul style="list-style-type: none"> • Payroll functions • Human Resource functions to include but not limited to: <ul style="list-style-type: none"> • Processing new hires • Arranging benefits coverage • Processing employee terminations • Executing subcontract agreements • Contract execution tasks • Support & guidance to ensure the Council 's compliance with contractual requirements, including reporting requirements 			

A	B	C	D
SERVICE ACTIVITIES AND PROGRAM REQUIREMENTS	SPECIFIC TASKS	TITLE OF RESPONSIBLE STAFF (& BACK-UP)	TIMELINE/ SCHEDULE
<p>cf. Section 2.4.A:1</p> <p><u>b. Fiscal Management</u></p> <ul style="list-style-type: none"> • Receipt and disbursement of funds from DHS for HFYYAAC including funds for salaries, subcontracts, and program activities. • Development and monitoring of budgets as specified in RFP Section 2.4.A.1 • Documentation and tracking of fiscal activities on behalf of the HFYYAAC • Documentation and tracking of administrative costs of no more than 15% of annual contract funding. • Timely submission of fiscal reports as specified by the contract & DHS. 			

A

B

C

D

SERVICE ACTIVITIES and PROGRAM REQUIREMENTS	SPECIFIC TASKS	TITLE OF RESPONSIBLE STAFF (& BACK-UP)	TIMELINE/ SCHEDULE
<p>cf. Section 2.4.A:1</p> <p>c. <u>Program Guidance, Assistance, and Oversight to HFYYAAC</u></p> <ul style="list-style-type: none"> • Support and guidance as needed to assist HFYYAAC with organization goals, objectives and activities • Support and guidance to HFYYAAC executive director and board members • Guidance and organizational planning • Logistical support as needed that may include but not limited to: • Providing or facilitating office or meeting space • Use of business equipment • Computer and internet access • Travel assistance and coordination • Graphic reproduction 			

A	B	C	D
SERVICE ACTIVITIES AND PROGRAM REQUIREMENTS	SPECIFIC TASKS	TITLE OF RESPONSIBLE STAFF (& BACK-UP)	TIMELINE/ SCHEDULE
<ul style="list-style-type: none"> Grievance procedures and dispute resolution for both HFFY AAC and DHS staff when disagreements arise about actions or decision of the provider. 			

WORK PLAN INSTRUCTIONS

The Work Plan is a comprehensive guide to services provided in this program. It should describe not only what services will be offered but how those services will be provided.

In the following table, complete Columns B, C, and D where blank. Column B should detail how the requirements in Column A will be met. If specific tasks have already been indicated in Column B, provide additional information to fully describe how these tasks will be accomplished. The title or position of responsible staff in Column C must be consistent with the position titles used elsewhere in the proposal such as in the program organizational chart and the section on staff qualifications. *For direct services staff specified in Column C, indicate backup staff to cover for the primary staff person responsible.* Column D pertains to the time line or schedule for completing specific service activities or tasks. It does not pertain to when policies and procedures will be developed or implemented.

For RFPs numbered in the Child Welfare Services series, service activities should be provided in a manner that is consistent with the following principles of family-centered practice:

- Service activities must be comprehensive, coordinated, and collaborative and provided in all designated geographic areas under the contract.
- Service activities must be culturally competent and appropriate and responsive to the strengths, needs, values and preferences of the child and family. They must be delivered in a manner that is respectful of and builds on the strengths of the family, the community, and cultural ties.
- Service activities must address the physical, social, emotional, and educational needs of the child and the family's ability to protect the child.
- Service activities must provide clear and attainable goals and objectives for each participant.
- Service activities must be individualized, addressing the unique capacities and needs of each child and family.
- Service activities must empower families to help themselves and to gain and maintain mastery and control over their ability to protect their children.

Refer to Section 2, 2.1 - 2.4 of this RFP for further information and guidance on specific service activities and tasks.

NOTE: A narrative format may be used instead of the table format below as long as specific tasks, responsible staff, and timeline or schedule are addressed for each service activity and program requirement in Column A.

Upon request, the table format below will be e-mailed to the Applicant. Contact the RFP contact person specified in Section 1, 1.6 of this RFP.

ATTACHMENT I

SAMPLE

PROGRAM AND FISCAL REPORT FORMATS

Quarterly Activity Report Format

Monthly Client Eligibility List

Monthly Expenditure Report Formats

DHS Invoice Format

QUARTERLY ACTIVITY REPORT (SAMPLE)

Department of Human Services

Social Services Division

Purchase of Services Office

Reporting Quarter: 1st; 2nd; 3rd; 4th. Fiscal Year: 2011-2012

Provider: _____ Contract No: _____

Program Name: _____

I. SERVICES PURCHASED:

SERVICE UNIT	Annual Goal	SERVICE UNITS DELIVERED DURING THE QUARTER			
		1st	2nd Month	3rd Month	YTD Total

II. PEOPLE NOT SERVED:

1. How many people were not served (turned away) due to lack of available slots this quarter?

2. How many people remained waiting (On waiting list) to be served at the end of this quarter?

Submit original and 2 copies

III. **PEOPLE TO BE SERVED**

(Use groups as identified in **Form A** of the Contract/Agreement - PEOPLE TO BE SERVED)

PEOPLE TO BE SERVED	Annual Goal Proposed to be served for contract year (unduplicated).	Actual # of persons/families (unduplicated)	
		This Quarter	Cumulative YTD

IV.a. **SERVICES** (Use Services identified in **Form B** of the Contract/Agreement - SERVICES)

SERVICES	Annual Goal Proposed services for contract year.	Actual # of Activities Performed (unduplicated)	
		This Quarter	Cumulative YTD

IV.b. **SERVICES** (continued) - Additional Explanation of SERVICES and activities:

VII. **PROBLEMS ENCOUNTERED DURING QUARTER AND CORRECTIVE ACTION TAKEN**

(Use additional sheets, if necessary.)

VIII. **STAFF CHANGES DURING QUARTER**

Attach Quarterly Staffing Changes (Form OSC 1)

IX. **PLANS FOR NEXT QUARTER**

Plans include anything new that provider will incorporate into the program.

(Use additional sheets, if necessary.)

Report prepared/submitted by:

Print Name

Title

Signature

Date

QUARTERLY STAFFING CHANGES

Attach a copy to the Quarterly Activity Report (DHS Form QAR 1)

1) Fiscal Year: 20__-20__	2) Quarter: ___ 1 st ___ 2 nd ___ 3 rd ___ 4 th ___
3) Provider Name:	
4) Program Name:	
5) Funding Dept:	6) Contract #:

STAFFING CHANGES FROM CONTRACT (new hires, terminations, changes in salary)					
A. Employee Name	B. Title or Position	C. Previous Salary	D. New Salary	E. Effective Date	F. Reason for Change

DHS 210 (SAMPLE)

REPORT OF EXPENDITURES

Provider:

Contract No.:

Reporting Period Covered:

EXPENDITURE CATEGORIES	CONTRACT COST					
	BUDGET	ACTUAL			BALANCE	% EXPENDED
	TOTAL CONTRACT (a)	Prior Periods to Date Cumulative (b)	Current Reporting Period (c)	Contract Period to Date b + c (d)	a - d (e)	d/a (f)
A. PERSONNEL COST						
1. Salaries				0	0	0.00
2. Payroll Taxes & Assessments				0	0	0.00
3. Fringe Benefits				0	0	0.00
TOTAL PERSONNEL COST	0	0	0	0	0	0.00
B. OTHER CURRENT EXPENSES						
1. Airfare, Inter-Island				0	0	0.00
2. Airfare, Out-of-State				0	0	0.00
3. Audit Services				0	0	0.00
4. Contractual Services - Administrative				0	0	0.00
5. Contractual Services - Subcontracts				0	0	0.00
6. Insurance				0	0	0.00
7. Lease/Rental of Equipment				0	0	0.00
8. Lease/Rental of Motor Vehicle				0	0	0.00
9. Lease/Rental of Space				0	0	0.00
10. Mileage				0	0	0.00
11. Postage, Freight & Delivery				0	0	0.00
12. Publication & Printing				0	0	0.00
13. Repair & Maintenance				0	0	0.00
14. Staff Training				0	0	0.00
15. Subsistence/Per Diem				0	0	0.00
16. Supplies				0	0	0.00
17. Telecommunication				0	0	0.00
18. Transportation				0	0	0.00
19. Utilities				0	0	0.00
20.				0	0	0.00
21.				0	0	0.00
22.				0	0	0.00
23.				0	0	0.00
TOTAL OTHER CURRENT EXPENSES	0	0	0	0	0	0.00
C. EQUIPMENT PURCHASES					0	0.00
D. MOTOR VEHICLE PURCHASES					0	0.00
TOTAL EXPENDITURES	0	0	0	0	0	0.00
CONTRACT REVENUES RECEIVED						
FOR DHS USE ONLY:		DECLARATION: I DECLARE THAT THIS REPORT, INCLUDING ANY ACCOMPANYING SCHEDULES OR STATEMENTS HAS BEEN EXAMINED BY ME AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS A TRUE, CORRECT AND COMPLETE REPORT, MADE IN GOOD FAITH, FOR THE REPORTING PERIOD(S) STATED. REPORT PREPARED BY:				
SIGNATURE OF PROGRAM REVIEWER	DATE	(PLEASE TYPE OR PRINT)			PHONE	
SIGNATURE OF FISCAL REVIEWER	DATE	SIGNATURE OF PROVIDER'S AUTHORIZED OFFICIAL:			Date	
		NAME AND TITLE (PLEASE TYPE OR PRINT):				

**State of Hawaii
Department of Human Services
Social Services Division**

INVOICE (SAMPLE)

Agency Name: _____

Address: _____

DHS Contract Number: _____

Annual Contract Amount: _____

Amount of Payment Requesting: _____

Fiscal year: _____

For the months of (check the appropriate block(s)):

1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter
_____ July	_____ Oct.	_____ Jan.	_____ April
_____ August	_____ Nov.	_____ Feb.	_____ May
_____ Sept.	_____ Dec.	_____ March	_____ June

I Certify that the information contained hereinabove is in all respects true and correct, and that the disbursements being made are in accordance with the purchase of services contract.

Signature: _____

Date: _____

Title: _____

DHS USE ONLY:	
Approved for Payment: _____	_____ Yes _____ No
By: _____	Date: _____
<i>Program Specialist</i>	