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/or program responsibility for program service and financing.

The evaluation will be conducted in three phases as follows:

A. Phase 1 - Evaluation of Proposal Requirements
B. Phase 2 - Evaluation of Proposal Application
C. Phase 3 - Recommendation for Award

Evaluation Categories	**Possible Points**
Administrative Requirements	***Pass or Reject***
Proposal Application	
Program Overview	0 points
Experience and Capability	11 points
Project Organization and Staffing	15 points
Service Delivery	65 points
Financial	9 points
TOTAL POSSIBLE POINTS	**100 Points**

4.3 Evaluation Criteria

A. Phase 1 - Evaluation of Proposal Requirements

FAILURE TO INCLUDE ANY OF THE REQUIRED DOCUMENTS STATED IN A.1. ADMINISTRATIVE REQUIREMENTS AND A.2. PROPOSAL APPLICATION REQUIREMENTS AS PART OF THE

SUBMITTED FINAL PROPOSAL SHALL RESULT IN REJECTION OF THE PROPOSAL.

1. Administrative Requirements (Pass or Reject)

a. Proposal Application Checklist
b. Hawaii Compliance Express Verification
c. Financial Audit (most recent within last two years)
d. Administrative Assurances

2. Proposal Application Requirements (Pass or Reject)

a. Proposal Application Identification Form (Form SPOH-200)
b. Table of Contents
c. Program Overview
d. Experience and Capability
e. Project Organization and Staffing (including Performance Measurement Forms A, B, and C)
f. Service Delivery (including the 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 service being offered. The Applicant shall highlight the agency's mission as well as the goals and objectives for 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 (11 Points)

The DHS shall evaluate the Applicant's experience and capability relevant to the proposal contract, which will include:

a. Necessary Skills
The Applicant has **demonstrated** the skills, abilities, and knowledge relating to the delivery of the proposed services. 5 points

b. Experience

1) 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 of this RFP.
2) The Applicant has provided information demonstrating the ability and experience of providing services to meet the needs of different individuals, cultures, and communities including individuals who identify as LGBTQ, have Limited English Proficiency (LEP), and/or have physical limitations.
3) The Applicant has provided the following verifiable information for each contract/project listed:
   a) Contract/project identification number
   b) Contracting agency
   c) Name of contact person, phone number, mailing address, and email address of contracting agency
   d) Title and a brief description of the service

5 points

c. Facilities

The Applicant has provided information demonstrating the appropriateness/adequacy of facilities relative to the proposed services. This includes, but is not limited to: street address, description of facilities, and facilities meeting 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.

1 point

3. Project Organization and Staffing (15 Points)

The State will evaluate the Applicant's overall staffing approach to the service that shall include:

a. Staffing

1) Proposed staffing

The Applicant shall describe in detail a reasonable staffing pattern, client/staff ratio, and caseload capacity appropriate for the delivery of the proposed services. The Applicant shall justify the proposed staffing pattern taking into account the numbers of people to be served and the levels of service activities to be provided. The Applicant shall list the positions for all management and fiscal staff proposed as full-time or part time employees under the contract. See Performance Measurement Forms A and B, Section 2 of this RFP, as applicable.

Note: If the Applicant proposes the use of subcontracting, the Applicant shall also include the above information for the proposed subcontracted staff. 5 points

a. Staffing (continued)

2) Staff Qualifications

The Applicant shall provide position titles and descriptions that include the minimum qualifications (education and experience) for each staff position budgeted to the contract directly, including back-up staff for direct service staff. Position titles shall match the titles listed on the organization charts detailed below. The Applicant shall also provide clear documentation that all staff has the necessary certifications and licenses, as applicable, to deliver the proposed services. The minimum qualifications must meet the minimum personnel requirements detailed in Section 2 of this RFP and be sufficient to ensure quality program/service delivery.

The Applicant shall have program accommodations to provide services to a multicultural and multilingual population, including immigrants. Staff shall have experience in providing services to this population.

Staff shall also be familiar with the range of community services available for the target population.

Note: If the Applicant proposes the use of subcontracting, the Applicant shall also include the above information for the proposed subcontracted staff. 4 points

b. Project Organization

1) Supervision and Training:
The Applicant has described the ability to **supervise, train** and provide administrative direction to staff relative to the delivery of the proposed services. 5 points

2) Organization Charts:
   a) The Applicant has detailed the **approach and rationale** for the structure, functions, and staffing to deliver the proposed service activities and tasks.
   b) The Applicant has also provided:
      i) An Organization-wide chart showing where the proposed program fits within the Applicant's agency
      ii) A Program specific chart that details for each position budgeted to the program:
         - Position title from the position description
         - Minimum qualification level (e.g. high school diploma, Bachelor's degree, Master's degree)
         - Full-time equivalency (FTE) to the Applicant's agency and to the program,
         - The lines of authority and supervision. 1 point

4. Service Delivery (65 Points)

Evaluation criteria for this section will assess the Applicant's approach to the service activities and management requirements outlined in the Proposal Application, including best practice. 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.

a. Direct Service Plan Provision

1) The Applicant shall provide a detailed information on its referral and case closure process including but not limited to:
   a) How client referrals will be received and processed.
   b) How the client and the DHS will be notified of the program's response to the referral.
   c) How the client will be discharged from the program
   d) How client cases will be closed
   e) How the client and the DHS will be notified of the discharge from services and case closure

1) The Applicant shall provide a detailed, comprehensive, and practical plan for the delivery of services in the areas specified below:
   a) Assessment and evaluation of referred clients including, but not limited to, assessment of client strengths and areas of improvement.
   b) Development of a service plan with the client including, but not limited to, utilizing relevant service activities and establishing realistic client goals and outcomes.
   c) Delivery of the proposed service activities.

40 points

b. Coordination of Services (5 points)

The Applicant shall provide information that demonstrates its capability of coordinating with the DHS to establish for the client agreed upon services, common service goals, agreed upon outcomes and other agencies/community resources to meet the needs of the target population.

The Applicant shall also demonstrate its active collaborative capability of working with other community agencies/resources to meet the client's needs, as applicable. Verification letters, meeting minutes, with attendees, or other documentation of participation shall be attached to the Application. 5 points

c. Performance Measurement Forms A, B, and C

The Applicant shall propose reasonable numbers for the items not specified in Forms A and B. Clear justifications shall be provided for the proposed numbers. The DHS shall have the final determination regarding the numbers for each contract. 5 points

d. Quality Assurance and Evaluation

The Applicant shall describe a detailed plan for quality assurance, evaluation, and improvement, including **methodology, instruments, and timelines** for the proposed services.

The Applicant shall describe its internal review process to ensure conformance with specified contract requirements, the Administrative Assurances, adequate accounting practices, accurate record keeping and maintenance of agency files, accurate tracking of performance/outcome measures, and program effectiveness. The Applicant shall outline a process for implementing positive changes from the quality assurance data collected to ensure on-going quality service delivery. 10 points

e. Grievance and Dispute Resolution Procedures

The Applicant has provided a policy and procedure to positively address potential disputes between the client and the Provider, the DHS and the Provider, and other community resources and the Provider. 5 points

5. Financial (9 Points)

a. Pricing Structure:

1) The Applicant has submitted a clear and detailed budget utilizing the pricing structure designated in Section 2 of this RFP.
2) The budget fully supports the Scope of Work, Section 2 of this RFP and information provided in the Performance Measurement Forms A, B, and C, Section 2 of this RFP.
3) The Applicant has submitted all required budget information on the budget forms listed in Section 3 of this RFP. **All** budget forms have been attached to the Application.

a. Pricing Structure (continued):

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

5) 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. 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. 8 points

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. 1 point

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

ATTACHMENT A

Proposal Application Identification Form (SP0-H-200)

This is a "protected" form which should be completed on-line then printed.

Refer to the SPO website at:
http://spo.hawaii.gov/all-forms/

STATE OF HAWAII

STATE PROCUREMENT OFFICE

PROPOSAL APPLICATION IDENTIFICATION FORM

STATE AGENCY ISSUING RFP: _____

RFP NUMBER: _____

RFP TITLE: _____

Check one:

☐ Initial Proposal Application

☐ Final Revised Proposal (Completed Items _____ -_____ only)

1. APPLICANT INFORMATION

Legal Name:

Doing Business As:

Street Address:

Mailing Address:

Contact person for matters involving this application:
Name:

Title:

Phone Number:

Fax Number:

e-mail:

2. BUSINESS INFORMATION

Type of Business Entity *(check one)*:

☐ Non-Profit Corporation ☐ Limited Liability Company ☐ Sole Proprietorship

☐ For-Profit Corporation ☐ Partnership

If applicable, state of incorporation and date incorporated:

State: Date:

3. PROPOSAL INFORMATION

Geographic area(s):

Target group(s):

4. FUNDING REQUEST

FY _____	_____	FY _____	_____
FY _____	_____	FY _____	_____
FY _____	_____	FY _____	_____

Grand Total _____ **$0**

I certify that the information provided above is to the best of my knowledge true and correct.

_____ _____

Authorized Representative Signature *Date Signed*

_____

Name and Title

SPO-H 200 (Rev.9/06)

ATTACHMENT B

Proposal Application Checklist

Proposal Application Checklist

Applicant: _____ RFP No.: RFP-SSD-14-POS-4010

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

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, RFP	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)	Section 3, RFP	SPO Website*	X	
SPO-H-205	Section 3, RFP	SPO Website*	X	
SPO-H-205A	Section 3, RFP	SPO Website* See Special Instructions in Section 3	N/A	
SPO-H-205B	Section 3, RFP,	SPO Website* See Special Instructions in Section 3	N/A	
SPO-H-206A	Section 3, RFP	SPO Website*	X	
SPO-H-206B	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* See 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	N/A	
Drug Free Workplace	Special Conditions	Section 5, RFP	N/A	
Lobbying	Special Conditions	Section 5, RFP	X	
Program Fraud Civil Remedies Act	Special Conditions	Section 5, RFP	N/A	
Environmental Tobacco Smoke	Special Conditions	Section 5, RFP	N/A	

_____ _____

Authorized Signature Date

ATTACHMENT C

Sample Proposal Application
Table of Contents

Proposal Application
Table of Contents

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VII. Attachments
- **A.** Proposal Application Identification Form
- **B.** Proposal Application Checklist
- **C.** Organization Charts
  Organization-Wide
  Program Specific
- **D.** Performance Measurement Requirements Forms A, B & C
- **E.** Work Plan
- **F.** Cost Proposal (Budget)
  (all SPO Budget forms)
- **G.** Other Financial Related Materials
  Financial Audit for Fiscal Year ending June 30, 2013
- **H.** Administrative Assurances

ATTACHMENT D

CRIMINAL HISTORY RECORD CHECK STANDARDS

AND

PROTECTIVE SERVICES CENTRAL REGISTRY STANDARDS

Forms will be included with the 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 a 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 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 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 APCSB 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 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 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 APCSB/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 APCSB 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 APCSB and CWSB clients, and for APCSB 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 is a PDF document.

Refer to the Department of Attorney General's website at: http://hawaii.gov/forms/internal/department-of-the-attorney-general/ag-103f13-1/view

CONTRACT NO. SSD-14-POS4010-

GENERAL CONDITIONS FOR HEALTH & HUMAN SERVICES CONTRACTS
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GENERAL CONDITIONS FOR HEALTH & HUMAN SERVICES CONTRACTS

1. Representations and Conditions Precedent

1.1 Contract Subject to the Availability of State and Federal Funds.

1.1.1 State Funds. This Contract is, at all times, subject to the appropriation and allotment of state funds, and may be terminated without liability to either the PROVIDER or the STATE in the event that state funds are not appropriated or available.

1.1.2 Federal Funds. To the extent that this Contract is funded partly or wholly by federal funds, this Contract is subject to the availability of such federal funds. The portion of this Contract that is to be funded federally shall be deemed severable, and such federally funded portion may be terminated without liability to either the PROVIDER or the STATE in the event that federal funds are not available. In any case, this Contract shall not be construed to obligate the STATE to expend state funds to cover any shortfall created by the unavailability of anticipated federal funds.

1.2 Representations of the PROVIDER. As a necessary condition to the formation of this Contract, the PROVIDER makes the representations contained in this paragraph, and the STATE relies upon such representations as a material inducement to entering into this Contract.

1.2.1 Compliance with Laws. As of the date of this Contract, the PROVIDER complies with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the PROVIDER's performance of this Contract.

1.2.2 Licensing and Accreditation. As of the date of this Contract, the PROVIDER holds all licenses and accreditations required under applicable federal, state, and county laws, ordinances, codes, rules, and regulations to provide the Required Services under this Contract.

1.3 Compliance with Laws. The PROVIDER shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the PROVIDER's performance of this Contract, including but not limited to the laws specifically enumerated in this paragraph:

1.3.1 Smoking Policy. The PROVIDER shall implement and maintain a written smoking policy as required by Chapter 328K, Hawaii Revised Statutes (HRS), or its successor provision.

1.3.2 Drug Free Workplace. The PROVIDER shall implement and maintain a drug free workplace as required by the Drug Free Workplace Act of 1988.

1.3.3 Persons with Disabilities. The PROVIDER shall implement and maintain all practices, policies, and procedures required by federal, state, or county law, including but not limited to the Americans with Disabilities Act (42 U.S.C. §12101, et seq.), and the Rehabilitation Act (29 U.S.C.§701, et seq.).

1.3.4 Nondiscrimination. No person performing work under this Contract, including any subcontractor, employee, or agent of the PROVIDER, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

1.4 Insurance Requirements. The PROVIDER shall obtain from a company authorized by law to issue such insurance in the State of Hawai'i commercial general liability insurance ("liability insurance") in an amount of at least TWO MILLION AND NO/100 DOLLARS ($2,000,000.00) coverage for bodily injury and property damage resulting from the PROVIDER's performance under this Contract. The PROVIDER shall maintain in effect this liability insurance until the STATE certifies that the PROVIDER's work under the Contract has been completed satisfactorily.

The liability insurance shall be primary and shall cover the insured for all work to be performed under the Contract, including changes, and all work performed incidental thereto or directly or indirectly connected therewith.

A certificate of the liability insurance shall be given to the STATE by the PROVIDER. The certificate shall provide that the STATE and its officers and employees are Additional Insureds. The certificate shall provide that the coverages being certified will not be cancelled or materially changed without giving the STATE at least 30 days prior written notice by registered mail.

Should the "liability insurance" coverages be cancelled before the PROVIDER's work under the Contract is certified by the STATE to have been completed satisfactorily, the PROVIDER shall immediately procure replacement insurance that complies in all respects with the requirements of this section.

Nothing in the insurance requirements of this Contract shall be construed as limiting the extent of PROVIDER's responsibility for payment of damages resulting from its operations under this Contract, including the PROVIDER's separate and independent duty to defend, indemnify, and hold the STATE and its officers and employees harmless pursuant to other provisions of this Contract.

1.5 Notice to Clients. Provided that the term of this Contract is at least one year in duration, within 180 days after the effective date of this Contract, the PROVIDER shall create written procedures for the orderly termination of services to any clients receiving the Required Services under this Contract, and for the transition to services supplied by another provider upon termination of this Contract, regardless of the circumstances of such termination. These procedures shall include, at

the minimum, timely notice to such clients of the termination of this Contract, and appropriate counseling.

1.6 Reporting Requirements. The PROVIDER shall submit a Final Project Report to the STATE containing the information specified in this Contract if applicable, or otherwise satisfactory to the STATE, documenting the PROVIDER's overall efforts toward meeting the requirements of this Contract, and listing expenditures actually incurred in the performance of this Contract. The PROVIDER shall return any unexpended funds to the STATE.

1.7 Conflicts of Interest. In addition to the Certification provided in the Standards of Conduct Declaration to this Contract, the PROVIDER represents that neither the PROVIDER nor any employee or agent of the PROVIDER, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the PROVIDER's performance under this Contract.

2. Documents and Files

2.1 Confidentiality of Material.

2.1.1 Proprietary or Confidential Information. All material given to or made available to the PROVIDER by virtue of this Contract that is identified as proprietary or confidential information shall be safeguarded by the PROVIDER and shall not be disclosed to any individual or organization without the prior written approval of the STATE.

2.1.2 Uniform Information Practices Act. All information, data, or other material provided by the PROVIDER to the STATE shall be subject to the Uniform Information Practices Act, chapter 92F, HRS, and any other applicable law concerning information practices or confidentiality.

2.2 Ownership Rights and Copyright. The STATE shall have complete ownership of all material, both finished and unfinished that is developed, prepared, assembled, or conceived by the PROVIDER pursuant to this Contract, and all such material shall be considered "works made for hire." All such material shall be delivered to the STATE upon expiration or termination of this Contract. The STATE, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the PROVIDER pursuant to this Contract.

2.3 Records Retention. The PROVIDER and any subcontractors shall maintain the books and records that relate to the Contract, and any cost or pricing data for three (3) years from the date of final payment under the Contract. In the event that any litigation, claim, investigation, audit, or other action involving the records retained under this provision arises, then such records shall be retained for three (3) years from the date of final payment, or the date of the resolution of the action, whichever occurs later. During the period that records are retained under this section, the

PROVIDER and any subcontractors shall allow the STATE free and unrestricted access to such records.

3. Relationship between Parties

3.1 Coordination of Services by the STATE. The STATE shall coordinate the services to be provided by the PROVIDER in order to complete the performance required in the Contract. The PROVIDER shall maintain communications with the STATE at all stages of the PROVIDER's work, and submit to the STATE for resolution any questions which may arise as to the performance of this Contract.

3.2 Subcontracts and Assignments. The PROVIDER may assign or subcontract any of the PROVIDER's duties, obligations, or interests under this Contract, but only if (i) the PROVIDER obtains the prior written consent of the STATE and (ii) the PROVIDER's assignee or subcontractor submits to the STATE a tax clearance certificate from the Director of Taxation, State of Hawai'i, and the Internal Revenue Service showing that all delinquent taxes, if any, levied or accrued under state law against the PROVIDER's assignee or subcontractor have been paid. Additionally, no assignment by the PROVIDER of the PROVIDER's right to compensation under this Contract shall be effective unless and until the assignment is approved by the Comptroller of the State of Hawai'i, as provided in section 40-58, HRS.

3.3 Change of Name. When the PROVIDER asks to change the name in which it holds this Contract, the STATE, shall, upon receipt of a document acceptable or satisfactory to the STATE indicating such change of name such as an amendment to the PROVIDER's articles of incorporation, enter into an amendment to this Contract with the PROVIDER to effect the change of name. Such amendment to this Contract changing the PROVIDER's name shall specifically indicate that no other terms and conditions of this Contract are thereby changed, unless the change of name amendment is incorporated with a modification or amendment to the Contract under paragraph 4.1 of these General Conditions.

3.4 Independent Contractor Status and Responsibilities, Including Tax Responsibilities.

3.4.1 Independent Contractor. In the performance of services required under this Contract, the PROVIDER is an "independent contractor," with the authority and responsibility to control and direct the performance and details of the work and services required under this Contract; however, the STATE shall have a general right to inspect work in progress to determine whether, in the STATE's opinion, the services are being performed by the PROVIDER in compliance with this Contract.

3.4.2 Contracts with Other Individuals and Entities. Unless otherwise provided by special condition, the STATE shall be free to contract with other individuals and entities to provide services similar to those performed by the Provider under this Contract, and the

PROVIDER shall be free to contract to provide services to other individuals or entities while under contract with the STATE.

3.4.3 PROVIDER's Employees and Agents. The PROVIDER and the PROVIDER's employees and agents are not by reason of this Contract, agents or employees of the State for any purpose. The PROVIDER and the PROVIDER's employees and agents shall not be entitled to claim or receive from the STATE any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to state employees. Unless specifically authorized in writing by the STATE, the PROVIDER and the PROVIDER's employees and agents are not authorized to speak on behalf and no statement or admission made by the PROVIDER or the PROVIDER's employees or agents shall be attributed to the STATE, unless specifically adopted by the STATE in writing.

3.4.4 PROVIDER's Responsibilites. The PROVIDER shall be responsible for the accuracy, completeness, and adequacy of the PROVIDER's performance under this Contract.

Furthermore, the PROVIDER intentionally, voluntarily, and knowingly assumes the sole and entire liability to the PROVIDER's employees and agents, and to any individual not a party to this Contract, for all loss, damage, or injury caused by the PROVIDER, or the PROVIDER's employees or agents in the course of their employment.

The PROVIDER shall be responsible for payment of all applicable federal, state, and county taxes and fees which may become due and owing by the PROVIDER by reason of this Contract, including but not limited to (i) income taxes, (ii) employment related fees, assessments, and taxes, and (iii) general excise taxes. The PROVIDER also is responsible for obtaining all licenses, permits, and certificates that may be required in order to perform this Contract.

The PROVIDER shall obtain a general excise tax license from the Department of Taxation, State of Hawai'i, in accordance with section 237-9, HRS, and shall comply with all requirements thereof. The PROVIDER shall obtain a tax clearance certificate from the Director of Taxation, State of Hawai'i, and the Internal Revenue Service showing that all delinquent taxes, if any, levied or accrued under state law against the PROVIDER have been paid and submit the same to the STATE prior to commencing any performance under this Contract. The PROVIDER shall also be solely responsible for meeting all requirements necessary to obtain the tax clearance certificate required for final payment under section 103-53, HRS, and these General Conditions.

The PROVIDER is responsible for securing all employee-related insurance coverage for the PROVIDER and the PROVIDER's employees and agents that is or may be required by law, and for payment of all premiums, costs, and other liabilities associated with securing the insurance coverage.

3.5 Personnel Requirements.

3.5.1 Personnel. The PROVIDER shall secure, at the PROVIDER's own expense, all personnel required to perform this Contract, unless otherwise provided in this Contract.

3.5.2 Requirements. The PROVIDER shall ensure that the PROVIDER's employees or agents are experienced and fully qualified to engage in the activities and perform the services required under this Contract, and that all applicable licensing and operating requirements imposed or required under federal, state, or county law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.

4. Modification and Termination of Contract

4.1 Modification of Contract.

4.1.1 In Writing. Any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract permitted by this Contract shall be made by written amendment to this Contract, signed by the PROVIDER and the STATE.

4.1.2 No Oral Modification. No oral modification, alteration, amendment, change, or extension of any term, provision or condition of this Contract shall be permitted.

4.1.3 Tax Clearance. The STATE may, at its discretion, require the PROVIDER to submit to the STATE, prior to the STATE's approval of any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract, a tax clearance from the Director of Taxation, State of Hawai'i, and the Internal Revenue Service showing that all delinquent taxes, if any, levied or accrued under state and federal law against the PROVIDER have been paid.

4.2 Termination in General. This Contract may be terminated in whole or in part because of a reduction of funds available to pay the PROVIDER, or when, in its sole discretion, the STATE determines (i) that there has been a change in the conditions upon which the need for the Required Services was based, or (ii) that the PROVIDER has failed to provide the Required Services adequately or satisfactorily, or (iii) that other good cause for the whole or partial termination of this Contract exists. Termination under this section shall be made by a written notice sent to the PROVIDER ten (10) working days prior to the termination date that includes a brief statement of the reason for the termination. If the Contract is terminated under this paragraph, the PROVIDER shall cooperate with the STATE to effect an orderly transition of services to clients.

4.3 Termination for Necessity or Convenience. If the STATE determines, in its sole discretion, that it is necessary or convenient, this Contract may be terminated in whole or in part at the option of the STATE upon ten (10) working days' written notice to the PROVIDER. If the STATE elects to terminate under this paragraph, the PROVIDER shall be entitled to reasonable payment as determined by the STATE for satisfactory services rendered under this Contract up to the time of termination. If the STATE elects to terminate under this section, the PROVIDER shall cooperate with the STATE to effect an orderly transition of services to clients.

4.4 Termination by PROVIDER. The PROVIDER may withdraw from this Contract after obtaining the written consent of the STATE. The STATE, upon the PROVIDER's withdrawal, shall determine whether payment is due to the PROVIDER, and the amount that is due. If the STATE consents to a termination under this paragraph, the PROVIDER shall cooperate with the STATE to effect an orderly transition of services to clients.

4.5 STATE's Right of Offset. The STATE may offset against any monies or other obligations that STATE owes to the PROVIDER under this Contract, any amounts owed to the State of Hawai'i by the PROVIDER under this Contract, or any other contract, or pursuant to any law or other obligation owed to the State of Hawai'i by the PROVIDER, including but not limited to the payment of any taxes or levies of any kind or nature. The STATE shall notify the PROVIDER in writing of any exercise of its right of offset and the nature and amount of such offset. For purposes of this paragraph, amounts owed to the State of Hawai'i shall not include debts or obligations which have been liquidated by contract with the PROVIDER, and that are covered by an installment payment or other settlement plan approved by the State of Hawai'i, provided, however, that the PROVIDER shall be entitled to such exclusion only to the extent that the PROVIDER is current, and in compliance with, and not delinquent on, any payments, obligations, or duties owed to the State of Hawai'i under such payment or other settlement plan.

5. Indemnification

5.1 Indemnification and Defense. The PROVIDER shall defend, indemnify, and hold harmless the State of Hawai'i, the contracting agency, and their officers, employees, and agents from and against any and all liability, loss, damage, cost, expense, including all attorneys' fees, claims, suits, and demands arising out of or in connection with the acts or omissions of the PROVIDER or the PROVIDER's employees, officers, agents, or subcontractors under this Contract. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Contract.

5.2 Cost of Litigation. In case the STATE shall, without any fault on its part, be made a party to any litigation commenced by or against the PROVIDER in connection with this Contract, the PROVIDER shall pay any cost and expense incurred by or imposed on the STATE, including attorneys' fees.

6. Publicity

6.1 Acknowledgment of State Support. The PROVIDER shall, in all news releases, public statements, announcements, broadcasts, posters, programs, computer postings, and other printed, published, or electronically disseminated materials relating to the PROVIDER's performance under this Contract, acknowledge the support by the State of Hawai'i and the purchasing agency.

6.2 PROVIDER's Publicity Not Related to Contract. The PROVIDER shall not refer to the STATE, or any office, agency, or officer thereof, or any state employee, or to the services or goods, or both provided under this Contract, in any of the PROVIDER's publicity not related to the PROVIDER's performance under this Contract, including but not limited to commercial advertisements, recruiting materials, and solicitations for charitable donations.

7. Miscellaneous Provisions

7.1 Nondiscrimination. No person performing work under this Contract, including any subcontractor, employee, or agent of the PROVIDER, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

7.2 Paragraph Headings. The paragraph headings appearing in this Contract have been inserted for the purpose of convenience and ready reference. They shall not be used to define, limit, or extend the scope or intent of the sections to which they pertain.

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

7.4 Governing Law. The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, shall be governed by the laws of the State of Hawai'i. Any action at law or in equity to enforce or interpret the provisions of this Contract shall be brought in a state court of competent jurisdiction in Honolulu, Hawai'i.

7.5 Conflict between General Conditions and Procurement Rules. In the event of a conflict between the General Conditions and the Procurement Rules or a Procurement Directive, the Procurement Rules or any Procurement Directive in effect on the date this Contract became effective shall control and are hereby incorporated by reference.

7.6 Entire Contract. This Contract sets forth all of the contracts, conditions, understandings, promises, warranties, and representations between the STATE and the PROVIDER relative to this Contract. This Contract supersedes all prior agreements, conditions, understandings,

promises, warranties, and representations, which shall have no further force or effect. There are no contracts, conditions, understandings, promises, warranties, or representations, oral or written, express or implied, between the STATE and the PROVIDER other than as set forth or as referred to herein.

7.7 Severability. In the event that any provision of this Contract is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Contract.

7.8 Waiver. The failure of the STATE to insist upon the strict compliance with any term, provision, or condition of this Contract shall not constitute or be deemed to constitute a waiver or relinquishment of the STATE's right to enforce the same in accordance with this Contract. The fact that the STATE specifically refers to one provision of the Procurement Rules or one section of the Hawai'i Revised Statutes, and does not include other provisions or statutory sections in this Contract shall not constitute a waiver or relinquishment of the STATE's rights or the PROVIDER's obligations under the Procurement Rules or statutes.

7.9 Execution in Counterparts. This Contract may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one instrument.

8. Confidentiality of Personal Information

8.1 Definitions.

8.1.1 Personal Information. "Personal Information" means an individual's first name or first initial and last name in combination with any one or more of the following data elements, when either name or data elements are not encrypted:

1) Social Security number;

2) Driver's license number or Hawaii identification card number; or

3) Account number, credit or debit card number, access code, or password that would permit access to an individual's financial information.

Personal information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

8.1.2 Technological Safeguards. "Technological safeguards" means the technology and the policy and procedures for use of the technology to protect and control access to personal information.

8.2 Confidentiality of Material.

8.2.1 Safeguarding of Material. All material given to or made available to the PROVIDER by the STATE by virtue of this Contract which is identified as personal information, shall be safeguarded by the PROVIDER and shall not be disclosed without the prior written approval of the STATE.

8.2.2 Retention, Use, or Disclosure. PROVIDER agrees not to retain, use, or disclose personal information for any purpose other than as permitted or required by this Contract.

8.2.3 Implementation of Technological Safeguards. PROVIDER agrees to implement appropriate "technological safeguards" that are acceptable to the STATE to reduce the risk of unauthorized access to personal information.

8.2.4 Reporting of Security Breaches. PROVIDER shall report to the STATE in a prompt and complete manner any security breaches involving personal information.

8.2.5 Mitigation of Harmful Effect. PROVIDER agrees to mitigate, to the extent practicable, any harmful effect that is known to PROVIDER because of a use or disclosure of personal information by PROVIDER in violation of the requirements of this paragraph.

8.2.6 Log of Disclosures. PROVIDER shall complete and retain a log of all disclosures made of personal information received from the STATE, or personal information created or received by PROVIDER on behalf of the STATE.

8.3 Security Awareness Training and Confidentiality Agreements.

8.3.1 Certification of Completed Training. PROVIDER certifies that all of its employees who will have access to the personal information have completed training on security awareness topics related to protecting personal information.

8.3.2 Certification of Confidentiality Agreements. PROVIDER certifies that confidentiality agreements have been signed by all of its employees who will have access to the personal information acknowledging that:

1) The personal information collected, used, or maintained by the PROVIDER will be treated as confidential;

2) Access to the personal information will be allowed only as necessary to perform the Contract; and

3) Use of the personal information will be restricted to uses consistent with the services subject to this Contract.

8.4 Termination for Cause. In addition to any other remedies provided for by this Contract, if the STATE learns of a material breach by PROVIDER of this paragraph by PROVIDER, the STATE may at its sole discretion:

1) Provide an opportunity for the PROVIDER to cure the breach or end the violation; or

2) Immediately terminate this Contract.

In either instance, the PROVIDER and the STATE shall follow chapter 487N, HRS, with respect to notification of a security breach of personal information.

8.5 Records Retention.

8.5.1 Destruction of Personal Information. Upon any termination of this Contract, PROVIDER shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.

8.5.2 Maintenance of Files, Books, Records. The PROVIDER and any subcontractors shall maintain the files, books, and records, that relate to the Contract, including any personal information created or received by the PROVIDER on behalf of the STATE, and any cost or pricing data, for three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall not be disclosed without the prior written approval of the STATE. After the three (3) year retention period has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS.

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.
X	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 subawards 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 subgrantee 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 le, 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-4010)

If awarded a contract to provide the services specified in the RFP referenced above, I hereby assure that the following shall 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.
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. The plan shall 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 the DHS, other Providers, and community agencies/resources. The plan shall include each of the following as applicable:

a. Ongoing communication with the DHS about active DHS clients including notification by the Provider regarding critical incidents or non-participation in the mutually agreed upon Service Plan.
b. Providing information and referral of clients to other community agencies/resources, as appropriate.
c. Identifying other community agencies/resources that can serve as supports to clients.

4. Quality Assurance & Program Evaluation

A written quality assurance plan that addresses:

a. The process of service delivery.
b. How all of the outcomes of Performance Measurement Form C, Section 2 of this RFP shall be measured.
c. Tools/instruments to be used to collect data on the impact of services in the client's life.
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 Record and Protective Services Central Registry Checks, as required by the DHS in accordance with the standards in Section 5 of this RFP, or applicable waivers, shall be kept 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

The Provider shall have written policies and procedures to accurately track, document, and report the units of service delivered to clients, contract expenditures, and other requested information. 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 Limited English Proficiency (LEP) and/or physical limitations:

a. The Provider shall develop procedures to ensure reasonable accommodation in the delivery of services.
b. The Provider shall submit to the DHS LEP reports in a format and a timeframe as determined by the DHS.

SIGNATURE	DATE
TYPE OR PRINT NAME	TITLE
AGENCY	

ATTACHMENT H

Sample Program and Fiscal Forms

SAMPLE QUARTERLY ACTIVITY REPORT

Department of Human Services
Social Services Division
Purchase of Services Office

Reporting Quarter: 1st; 2nd; 3rd; 4th. Fiscal Year: 2013-2014

Provider: _____ Contract No: _____

Program Name: _____

I. **SERVICES PURCHASED**:

SERVICE UNIT	Annual Goal	SERVICE UNITS DELIVERED DURING THE QUARTER			
		1st Month	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?

   _____

III. **PEOPLE TO BE SERVED:**
(Use groups as identified in Performance Measurement Form A of the Contract).

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

IV.a. **SERVICES** (Use services as identified in Performance Measurement Form B of the Contract).

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:

V.a. **OUTCOMES** (Use outcomes as identified in Performance Measurement Form C of the Contract).

OUTCOMES	ACHIEVEMENT OF PROPOSED OUTCOMES				
	Proposed Annual	This Quarter		Cumulative YTD	
	% Achieved	% Achieved	# of Clients	%	#

V.b. **OUTCOMES** (continued) - Explain any problems in meeting program objectives.
(If the percent is 10% less than anticipated, provide an explanation. Use additional sheets if necessary).

VI. **MAJOR ACCOMPLISHMENTS DURING THIS QUARTER** (Use additional sheets, if necessary.)

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 the Provider will incorporate into the program. Use additional sheets, if necessary).

Report prepared/submitted by:

Print Name	Title
Signature	Date

SAMPLE QUARTERLY STAFFING CHANGES

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

1) Fiscal Year: 2013 - 2014	2) Quarter: ___ 1st ___ 2nd ___ 3rd ___ 4th
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

Form QSC 1 (01/00)

SAMPLE MONTHLY CLIENT ELIGIBILITY LIST

Fiscal Year:
Report Period (Month):
Contract No.:
Provider/Agency Name:

Client name or client #	Referral source	Service start date	Service end date	Service activity type	Staff position providing the service	# of hours delivered for the period	Total cumulative hours delivered year-to-date

SAMPLE DHS 210

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	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):	

DHS/SSD 210 1/20/00 PLEASE SUBMIT ORIGINAL POS

Sample DHS Form 210A

Provider: _____ Contract No. _____

Reporting Period Covered:

POSITION NUMBER (a)	EMPLOYEE NAME (b)	POSITION TITLE (c)	FULL TIME MO. SALARY (d)	FULL TIME EQUIV. (FTE) (e)	% OF TIME CHARGED TO CONTRACT (f)	SALARY CHARGED TO CONTRACT (YEAR-TO-DATE) (g)	TOTAL CONTRACT BUDGET (7/1/13 to 6/30/14) (h)
TOTAL PERSONNEL COST - SALARIES & WAGES							

For Official Use Only

Signature of Program Reviewer _____ Date _____

Signature of Fiscal Reviewer _____ Date _____

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:

Name (please type or print)

Signature of Provider's Authorized Official

Title (please type or print)

State of Hawaii
Department of Human Services
Social Services Division

SAMPLE INVOICE

Agency Name: _____

Address: _____

_____

DHS Contract Number: _____

Annual Contract Amount: _____

Amount of Payment Requesting: _____

Fiscal year: 2013 - 2014
For the months of (check the appropriate block/s):

1st Quarter	2nd Quarter	3rd Quarter	4th 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: _____

Program Specialist