

State of Hawaii
Department of Education
Procurement and Contracts Branch
94-275 Mokuola Street, #200
Waipahu, HI 96797
T: (808) 675-0130 F: (808) 675-0133

Registration Form For Online Solicitations

- The Procurement and Contracts Branch (PCB) is not notified when a particular solicitation is viewed or downloaded. Therefore, Offerors interested in responding to this solicitation must first register their participation by completing and submitting this Registration Form.
- The completed Registration Form must be e-mailed or faxed to the PCB Solicitation Contact Person listed below as soon as possible after downloading this solicitation, but in any case, prior to the deadline for offers.
- Only Offerors who are registered will be forwarded addenda and/or other notices related to this solicitation when issued, if any. Failure to register may result in the Offeror not receiving addenda and/or other solicitation related notices, and such offers may therefore be rejected, and not considered for award.
- Failure of the Offeror to receive any such addenda shall not relieve the Offeror of any obligation under this solicitation. It remains the responsibility of the Offeror to complete and submit its offer in accordance with the instructions contained in this solicitation, as well as subsequent interpretations and addenda, if any.

Solicitation Information:

Number:	RFP F15-061
Title:	Provision of After School (A+) Services for the Department of Education
Deadline:	2:00 p.m. Hawaii Standard Time, April 24 , 2015
Contact Person:	Marie Neilson
Contact's e-mail Address:	Marie_Neilson@notes.k12.hi.us

Offeror Information:

Name of Company Registering:	
Mailing Address:	
Name of Contact Person:	
Contact's e-mail Address:	
Contact's Telephone/ Facsimile No.:	

State of Hawaii
Department of Education
Office of Curriculum, Instruction and Student Support
Learning Opportunities and Student Support Section

Request for Proposals

RFP F15-061

Provision of After School (A+) Services for the Department of Education

March 20, 2015

Note: *It is the applicant's responsibility to check the public procurement notice website, the request for proposals website, or to contact the RFP point-of-contact identified in the RFP for any addenda issued to this RFP. The State shall not be responsible for any incomplete proposal submitted as a result of missing addenda, attachments or other information regarding the RFP.*

March 20, 2015

REQUEST FOR PROPOSALS

AFTER SCHOOL (A+) SERVICES FOR THE DEPARTMENT OF EDUCATION RFP No.: RFP F14-025

The Hawaii Department of Education (the **HIDOE** or the **Department** or the **State**), Office of Curriculum, Instruction and Student Support (**OCISS**), is requesting proposals from qualified applicants to provide afterschool childcare for latchkey children in grades K through five (5) or six (6) at various public elementary schools statewide. The proposals will be utilized by the State to select qualified providers and establish a pool of providers to administer after-school plus A+ service at various public schools. The HIDOE will select a provider from the qualified pool of providers to administer the A Plus (A+) After School Program at each site. Multiple contracts may be awarded under this request for proposals. The contract term will be from July 1, 2015 through June 30, 2016.

Copies of this Request for Proposals (**RFP**) may be obtained at the HIDOE Procurement and Contracts Branch, Waipahu Civic Center, 94-275 Mokuola Street, Rm. 200, Waipahu, Hawaii 96797 or downloaded from the Hawaii State Procurement Office (**SPO**) website.

Proposals shall be mailed, postmarked by the United States Postal Service on or before April 24, 2015, and received no later than ten (10) days from the submittal deadline. Hand delivered proposals shall be received no later than 2:00 p.m., Hawaii Standard Time (HST), on April 24, 2015, at the drop-off site(s) designated on the Proposal Mail-in and Delivery Information Sheet. Proposals postmarked or hand delivered after the submittal deadline shall be considered late and rejected. There are no exceptions to this requirement.

The HIDOE will conduct an orientation on April 7, 2015 from 10:00 a.m. to 12:00 p.m. HST, at the OCISS Annex, Room 127, 475 22nd Avenue, Honolulu, Hawaii, 96816. All prospective applicants are encouraged to attend the orientation.

The deadline for submission of written questions is 2:00 p.m., HST, on April 10, 2015. All written questions will receive a written response from the State on or about April 15, 2015.

Any inquiries and requests regarding this RFP should be directed to the RFP contact person, Marie Neilson at the Procurement and Contracts Branch at 94-275 Mokuola Street, Room. 200, Waipahu, Hawaii 96797; Telephone: (808) 675-0130; Email: Marie_Neilson@notes.k12.hi.us.

PROPOSAL MAIL-IN AND DELIVERY INFORMATION SHEET

NUMBER OF COPIES TO BE SUBMITTED:

ONE (1) ORIGINAL and FOUR (4) COPIES.

Additionally, Program requests that one (1) USB portable flash drive containing the final proposal in both PDF and Microsoft WORD format be submitted.

ALL MAIL-INS SHALL BE POSTMARKED BY THE UNITED STATES POSTAL SERVICE (USPS) NO LATER THAN ***April 24, 2015*** and received by the state purchasing agency no later than ten (10) days from the submittal deadline.

All Mail-ins

Department of Education
Procurement and Contracts Branch
Waipahu Civic Center
94-275 Mokuola Street, Room 200
Waipahu, Hawaii 96797

RFP COORDINATOR

Marie Neilson
HIDOE Procurement Office
For further info, or inquiries
Phone: (808) 675-0130
(Interest forms, written questions, etc.)

ALL HAND DELIVERIES SHALL BE ACCEPTED AT THE FOLLOWING SITES UNTIL **4:30 P.M., Hawaii Standard Time (HST), April 24, 2015.** Deliveries by private mail services such as FEDEX shall be considered hand deliveries. Hand deliveries shall not be accepted if received after 4:30 p.m., ***April 24, 2015.***

Drop-off Sites

Oahu:
Department of Education
Procurement and Contracts Branch
Waipahu Civic Center
94-275 Mokuola Street, Room 200
Waipahu, Hawaii 96797

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Section 1

Administrative Overview

1.2 Website Reference

Item	Website
1 Procurement of Health and Human Services	http://spo.hawaii.gov/for-vendors/vendor-guide/methods-of-procurement/health-human-services/competitive-purchase-of-services-procurement-method/cost-principles-table-hrs-chapter-103f-2/
2 RFP website	http://hawaii.gov/spo2/health/rfp103f/
3 Hawaii Revised Statutes (HRS) and Hawaii Administrative Rules (HAR) for Purchases of Health and Human Services	http://spo.hawaii.gov Click on the “References” tab.
4 General Conditions, AG-103F13	http://hawaii.gov/forms/internal/department-of-the-attorney-general/ag-103f13-1/view
5 Forms	http://spo.hawaii.gov Click on the “Forms” tab.
6 Cost Principles	http://spo.hawaii.gov Search: Keywords “Cost Principles”
7 Protest Forms/Procedures	http://spo.hawaii.gov/for-vendors/vendor-guide/protests-for-health-and-human-services/
8 Hawaii Compliance Express (HCE)	http://spo.hawaii.gov/hce/
9 Hawaii Revised Statutes	http://capitol.hawaii.gov/hrscurrent
10 Department of Taxation	http://tax.hawaii.gov
11 Department of Labor and Industrial Relations	http://labor.hawaii.gov
12 Department of Commerce and Consumer Affairs, Business Registration	http://cca.hawaii.gov click “Business Registration”
13 Campaign Spending Commission	http://ags.hawaii.gov/campaign/
14 Internal Revenue Service	http://www.irs.gov/
(Please note: website addresses may change from time to time. If a State link is not active, try the State of Hawaii website at http://hawaii.gov)	

1.3 Authority

This RFP is issued under the provisions of the Hawaii Revised Statutes (HRS) Chapter 103F and its administrative rules. All prospective applicants are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed proposal by any prospective applicant shall constitute admission of such knowledge on the part of such prospective applicant.

1.4 RFP Organization

This RFP is organized into five sections:

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

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

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

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

Section 5, Attachments: Provides applicants with information and forms necessary to complete the application.

1.5 Contracting Office

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

Department of Education
Office of Curriculum, Instruction and Student Support (OCISS)
Extended Learning Opportunities and Student Support Section
475 22nd Avenue, Room 207
Honolulu, Hawaii 96816
Tel.: (808)305-9763 Fax: (808) 733-4730
Email: garret_yoshimura@notes.k12-hi.us

1.6 RFP Point-of-Contact

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

Marie Neilson
DOE Procurement Branch
94-275 Mokuola Street, Room 200
Waipahu, HI 96797
Tel. (808) 675-0130 Fax: (808) 675-0133
Email: Marie_Neilson@notes.k12.hi.us

1.7 Orientation

An orientation for applicants in reference to the request for proposals will be held as follows:

Date: April 7, 2015 **Time:** 10:00 a.m. to 12:00 p.m. HST
Location: OCISS Annex, Room 127
475 22nd Avenue, Honolulu, Hawaii 96816

Applicants are encouraged to submit written questions prior to the orientation. Impromptu questions will be permitted at the orientation and spontaneous answers provided at the state purchasing agency's discretion. However, answers provided at the orientation are only intended as general direction and may not represent the state purchasing agency's position. Formal official responses will be provided in writing. To ensure a written response, any oral questions should be submitted in writing following the close of the orientation, but no later than the submittal deadline for written questions indicated in the subsection 1.8, Submission of Questions.

1.8 Submission of Questions

Applicants may submit questions to the RFP point-of-contact identified in Section 1.6. Written questions should be received by the date and time specified in Section 1.1 Procurement Timetable. The purchasing agency will respond to written questions by way of an addendum to the RFP.

Deadline for submission of written questions:

Date: April 10, 2015 **Time:** 2:00 p.m. HST

State agency responses to applicant written questions will be provided by:

Date: April 15, 2015

1.9 Submission of Proposals

A. **Forms/Formats.** Forms, with the exception of program specific requirements, may be found on the State Procurement Office website referred to in Section 1.2, Website Reference. Refer to the Section 5, Proposal Application Checklist for the location of program specific forms.

1. **Proposal Application Identification (Form SPOH-200).** Provides applicant proposal identification.
2. **Proposal Application Checklist.** The checklist provides applicants specific program requirements, reference and location of required RFP proposal forms, and the order in which all proposal components should be collated and submitted to the state purchasing agency.

3. **Table of Contents.** A sample table of contents for proposals is located in Section 5, Attachments. This is a sample and meant as a guide. The table of contents may vary depending on the RFP.
 4. **Proposal Application (Form SPOH-200A).** Applicant shall submit comprehensive narratives that address all proposal requirements specified in Section 3, Proposal Application Instructions, including a cost proposal/budget, if required.
- B. **Program Specific Requirements.** Program specific requirements are included in Sections 2 and 3 as applicable. Required Federal and/or State certifications are listed on the Proposal Application Checklist in Section 5.
- C. **Multiple or Alternate Proposals.** Multiple or alternate proposals shall not be accepted unless specifically provided for in Section 2. In the event alternate proposals are not accepted and an applicant submits alternate proposals, but clearly indicates a primary proposal, it shall be considered for award as though it were the only proposal submitted by the applicant.
- D. **Provider Compliance.** All providers shall comply with all laws governing entities doing business in the State.
- **Tax Clearance.** Pursuant to HRS §103-53, as a prerequisite to entering into contracts of \$25,000 or more, providers are required to have a tax clearance from the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). Refer to Section 1.2, Website Reference for DOTAX and IRS website address.
 - **Labor Law Compliance.** Pursuant to HRS §103-55, providers shall be in compliance with all applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety. Refer to Section 1.2, Website Reference for the Department of Labor and Industrial Relations (DLIR) website address.
 - **Business Registration.** Prior to contracting, owners of all forms of business doing business in the state except sole proprietorships, charitable organizations, unincorporated associations and foreign insurance companies shall be registered and in good standing with the Department of Commerce and Consumer Affairs (DCCA), Business Registration Division. Foreign insurance companies must register with DCCA, Insurance Division. More information is on the DCCA website. Refer to Section 1.2, Website Reference for DCCA website address.

Providers may register with Hawaii Compliance Express (HCE) for online compliance verification from the DOTAX, IRS, DLIR, and DCCA. There is a nominal annual registration fee (currently \$12) for the service. The HCE's online "Certificate of Vendor Compliance" provides the registered provider's current compliance status as of the issuance date, and is accepted for both contracting and final payment purposes. Refer to Section 1.2, Website Reference, for HCE's website address.

Providers not utilizing the HCE to demonstrate compliance shall provide paper certificates to the purchasing agency. All applications for applicable clearances are the responsibility of the providers. All certificates must be valid on the date it is received by the purchasing agency. The tax clearance certificate shall have an original green certified copy stamp and shall be valid for six months from the most recent approval stamp date on the certificate. The DLIR certificate is valid for six months from the date of issue. The DCCA certificate of good standing is valid for six months from date of issue.

- E. **Wages Law Compliance.** If applicable, by submitting a proposal, the applicant certifies that the applicant is in compliance with HRS §103-55, Wages, hours, and working conditions of employees of contractors performing services. Refer to Section 1.2, Website Reference for statutes and DLIR website address.
- F. **Campaign Contributions by State and County Contractors.** HRS§11-355 prohibits campaign contributions from certain State or county government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body. Refer to Section 1.2, Website Reference for statutes and Campaign Spending Commission website address.
- G. **Confidential Information.** If an applicant believes any portion of a proposal contains information that should be withheld as confidential, the applicant shall request in writing nondisclosure of designated proprietary data to be confidential and provide justification to support confidentiality. Such data shall accompany the proposal, be clearly marked, and shall be readily separable from the proposal to facilitate eventual public inspection of the non-confidential sections of the proposal.

Note that price is not considered confidential and will not be withheld.

- H. **Proposal Submittal.** All mail-ins shall be postmarked by the United States Postal System (USPS) and received by the State purchasing agency no later than the submittal deadline indicated on the attached Proposal Mail-in and Delivery Information Sheet, or as amended. All hand deliveries shall be received by the State purchasing agency by the date and time designated on the Proposal Mail-In and Delivery Information Sheet, or as amended. Proposals shall be rejected when:
 - 1. Postmarked after the designated date; or
 - 2. Postmarked by the designated date but not received within 10 days from the submittal deadline; or
 - 3. If hand delivered, received after the designated date and time.

The number of copies required is located on the Proposal Mail-In and Delivery Information Sheet. Deliveries by private mail services such as FEDEX shall be considered hand deliveries and shall be rejected if received after the submittal deadline. Dated USPS shipping labels are not considered postmarks.

1.10 Discussions with Applicants

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

1.11 Opening of Proposals

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

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

1.12 Additional Materials and Documentation

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

1.13 RFP Amendments

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

1.14 Final Revised Proposals

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

1.15 Cancellation of Request for Proposal

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

1.16 Costs for Proposal Preparation

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

1.17 Provider Participation in Planning

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

are required

are not required

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

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

1.18 Rejection of Proposals

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

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

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

1.19 Notice of Award

A statement of findings and decision shall be provided to each responsive and responsible applicant by mail upon completion of the evaluation of competitive purchase of service proposals.

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

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

1.20 Protests

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

- (1) A state purchasing agency’s failure to follow procedures established by Chapter 103F of the Hawaii Revised Statutes;
- (2) A state purchasing agency’s failure to follow any rule established by Chapter 103F of the Hawaii Revised Statutes; and
- (3) A state purchasing agency’s failure to follow any procedure, requirement, or evaluation criterion in a request for proposals issued by the state purchasing agency.

The Notice of Protest shall be postmarked by USPS or hand delivered to 1) the head of the state purchasing agency conducting the protested procurement and 2) the procurement officer who is conducting the procurement (as indicated below) within five (5) working days of the postmark of the Notice of Findings and Decision sent to the protestor. Delivery services other than USPS shall be considered hand deliveries and considered submitted on the date of actual receipt by the state purchasing agency.

Head of State Purchasing Agency	Procurement Officer
Name: Lois Mow	Name: Hilary Apana-McKee
Title: Designee for the Superintendent of the Department of Education	Title: Administrator
Mailing Address: 94-275 Mokuola Street, Rm. 200, Waipahu HI 96797	Mailing Address: 475 22nd Avenue, #211 Honolulu, HI 96816
Business Address: 1390 Miller Street, Honolulu, HI 96813	Business Address: (same as above)

1.21 Availability of Funds

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

1.22 General and Special Conditions of Contract

The general conditions that will be imposed contractually are attached to this RFP. Special conditions may also be imposed contractually by the state purchasing agency, as deemed necessary

1.23 Cost Principles

To promote uniform purchasing practices among state purchasing agencies procuring health and human services under HRS Chapter 103F, state purchasing agencies will utilize standard cost principles as outlined on the SPO website. Refer to Section 1.2 Website Reference for website address. Nothing in this section shall be construed to create an exemption from any cost principle arising under federal law.

Section 2

Service Specifications

Section 2

Service Specifications

2.1 Introduction

A. Overview, purpose or need

The Superintendent of the Department of Education (**HIDOE** or the **Department**) provides the After-School Plus (A+) Program through the Office of Curriculum, Instruction and Student Support (**OCISS**). The program began in spring 1990 to increase the availability of quality, affordable after-school care for latchkey children. Hawaii Administrative Rules (**HAR**) Chapter 400 defines latchkey children as "children who have no adult present in the home to provide after-school supervision."

The After School Plus (A+) Program was the first state subsidized after-school care program in the nation and is currently funded by fees paid by parents and funds per a Memorandum of Agreement with Department of Human Services (**DHS**).

The A+ Program operates at 180 school sites and serves more than 21,000 children attending public schools.

The A+ program is voluntary and is not part of the compulsory education services provided by the state. The program provides supervision to young children who would otherwise be unsupervised during after-school hours.

B. Planning activities conducted in preparation for this RFP

A Request for Information (**RFI**) was issued and posted on September 19, 2013. An RFI meeting was held on September 30, 2013, from 10:00 am to 12:00 pm HST, at OCISS Annex, 475 22nd Ave., Bldg. 264A, Ewa Meeting Room, Honolulu, HI 96816. Additional planning information may be obtained by contacting the Contracting Office for this RFP (see Section 1.5 herein).

C. Description of the service goals

The goals of the A+ Program are to:

- 1) provide after-school supervision for latchkey children in a stimulating and caring environment;
- 2) reduce the incidence of latchkey children;
- 3) enhance the relationship between home and school in collaboratively meeting the needs of children; and
- 4) improve the physical fitness of children.

D. Description of the target population to be served

The A+ program services latchkey children enrolled in public elementary schools in kindergarten through grade five (5) or six (6). Students are eligible to participate in the program if they are living with both parents who are employed, a single parent who is employed, parents attending colleges, universities, or other types of schools or engaged in job training programs during the hours of A+ operations. Based on space availability, a child who is at-risk may also be recommended by the school principal for enrollment in the A+ program. "At-risk student" means a child who is consistently not making satisfactory progress in school or who is in need of a safe, nurturing environment. Two-thirds of any vacant slots can be filled by children who are [educationally] at-risk and who are recommended by the school

E. Geographic coverage of service

Services are required at various elementary schools statewide. Please refer to Attachment D for the list of Schools by District that are currently seeking an A+ service provider pursuant to this RFP.

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

The A+ Programs at HIDOE sites and private provider sites are supported by parent fees and DHS TANF (Temporary Assistance to Needy Families) funds. Fees collected by private providers are retained by the private providers to directly fund their A+ program site. Reimbursement from DHS, for qualifying students through an executed Memorandum of Agreement also contributes to support of the A+ program.

Contracted providers shall adhere to the fee schedule as described in the RFP and all relevant and applicable laws, rules, regulations, procedures and protocols.

If there is no available funding, as determined by the HIDOE, and no additional funding that is appropriated by the Legislature for the A+ Program, HIDOE will initiate the early closing of the A+ Program. Contractors will be notified by OCISS of the date of closure and termination date of the contract.

2.2 Contract Monitoring and Evaluation

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

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

2.3 General Requirements

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

The applicant shall comply with Chapter 103F, HRS Cost Principles for Purchases of Health and Human Services identified in SPO-H-201 (revised Sept 2011 - Effective 10/1/98), which can be found on the SPO website: <http://spo.hawaii.gov/for-vendors/vendor-guide/methods-of-procurement/health-human-services/competitive-purchase-of-services-procurement-method/cost-principles-table-hrs-chapter-103f-2/>

The Applicant shall be a for profit organization incorporated under the laws of the State or a non-profit organization, as determined by the Internal Revenue Service, with a governing board whose members have no material conflict of interest and serve without compensation.

The Applicant shall be licensed and accredited, as applicable, in accordance with the requirements of federal, state and county governments and must be licensed by the Hawaii Department of Human Services Group Care Licensing Division under the Rules Governing Licensing of Before and After School Child Care Facilities, and/or exempt by law as stated in Section 346-152, HRS.

The Applicant shall have bylaws or policies that describe the manner in which business is conducted and policies that relate to nepotism and management of potential conflict of interest situations. Such information shall be available upon request from the HIDOE.

A telephone must be available at all sites. Applicants may request approval from the principal of the school to use existing phone.

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

After-the-fact secondary purchases will be allowed.

Planned secondary purchases

C. **Multiple or alternate proposals**

(Refer to HAR§3-143-605)

Allowed Unallowed

Multiple Proposals: NOTE: Applicants submit a single proposal and indicate on Attachment D which schools they wish to bid on.

Alternate Proposals: Alternate proposals for a specific school site shall **NOT** be accepted.

D. Single or multiple contracts to be awarded
(Refer to HAR§3-143-206)

- Single Multiple Single & Multiple

Criteria for multiple awards:

An award(s) may be issued for each site. Prospective applicants may seek to provide services at only one site, or multiple sites. Depending on the responses and outcome of the RFP, a single applicant, or multiple applicants may receive awards. All Providers awarded are to meet all requirements specified by the HIDOE

E. Single or multi-term contracts to be awarded
(Refer to HAR §3-149-302)

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

Contract terms:

Initial Term of Contract	Twelve (12) months
Length of each extension	One (1) year
Number of possible extensions	Four (4) extensions
Maximum length of contract	Five (5) years
Initial period	Shall commence on the contract start date or the date the Notice to Proceed is issued, whichever is later
Conditions for extension	Extension must be in writing, and is contingent upon potential changes to the HIDOE's approach to service delivery, availability of funding, and mutual agreement

2.4 Scope of Work

The scope of work encompasses the following tasks and responsibilities:

A. Service Activities

(Minimum and/or mandatory tasks and responsibilities)

1. Provide child-care after the formal school day until 5:30 p.m., including parent-teacher conference days. If the school detains a child that is enrolled in the A+ Program, the school will provide a written notification to the Applicant.
2. Applicant shall maintain a 1:20 staff to student ratio.

3. Provide ongoing intake services based on staff availability and facilities. The HIDEOE shall also refer interested applicants.
4. Screen the student applicants on:
 - a. Enrollment eligibility - Non-latchkey, at-risk students will be enrolled only with the recommendation of the school principal and approval of the A+ Program district coordinator
 - b. Qualification for subsidized monthly fees (with documentation attached to the approved application). (Note: At Risk Students do not qualify for DHS Subsidized tuition.)
5. The A+ Program Operations Manual and any A+ program directives from the Superintendent shall supersede any provision of this RFP.
6. Provide program activities that include a balance among the following:
 - a. Free Play/Snack - supervised free play and snack time. Students pursue play or leisure/recreational activities of their own choosing and/or consume a snack provided by the parent with appropriate supervision, of at least 1 staff person per 20 students, is to be provided. Note: If the contractor chooses to provide or sell snacks, the snacks must meet the requirements for snacks set by the HIDEOE Wellness Guidelines (see Attachment F, or go to <http://doeweb2.k12.hi.us/foodservice/toolkit/wellnessguidelines.htm>)
 - b. Enrichment - activities to help children see and understand themselves and the world around them, and to become more responsive and sensitive to each other and to their natural and man-made environments. Activities such as art, crafts, and expressive arts are examples.
 - c. Coordination and Physical Development - activities to supplement the efforts of the home and school in equipping children with the skills, attitudes and knowledge that will enable them to realize their full physical potential, enable them to participate in physical activities throughout life, and to improve their quality of life. Included may be activities in physical fitness, creative movement and team/group sports and games.
 - d. Character Development - The after-school experiences should present a range of character development themes to help children learn appropriate ways of behaving and interacting with others.
7. Additional Services:
 - a. The Applicant may expand the A+ Program care to non-eligible children from the same school on a facility-space available basis and at a fee not more than the

actual cost per student. HIDOE shall not bear the cost of non-eligible children, regardless of income.

- b. The Applicant may provide before-school care or vacation care with the principal's written approval. Cost of transportation or services for the before-school care and/or vacation care shall be borne by the Applicant and not be assessed to the HIDOE. Applicant shall be legally liable for transportation of students.
 - c. The Applicant may offer other enrichment services in addition to the A+ program at the same site with the principal's written approval, and all costs shall be borne by the Applicant.
8. All programs provided and funded by the Applicant may be terminated with the closure of the A+ program.

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

1. Personnel

- a. The Applicant shall be trained in childcare, child development, and effective strategies of interacting with children.
- b. Applicants shall utilize the A+ Employee Data Management System (<https://portal.k12.hi.us/AppPortal/>) for reporting and tracking purposes. The HIDOE will provide initial training for the above management systems to site coordinators.
- c. The Applicant shall have at least one on-site staff person that is currently certified in First Aid and Cardiopulmonary Resuscitation (CPR) on site at all times.
- d. Mandatory Background Checks and Clearances
All of Applicant's A+ personnel, including but not limited to employees and volunteers, who work with or come in close proximity to A+ children shall successfully complete background checks and clearances, as directed by the HIDOE, prior to the provision of any on-site services or contact with any A+ children. Applicant or Applicant's A+ personnel, not the HIDOE, shall be responsible for all associated costs, fees and expenses, including but not limited to fingerprinting costs. Background checks and clearances shall include but shall not be limited to the following:
 - 1) **Mandatory Child Care Provider Background Clearance.** The Applicant shall require annual Child Care Provider background clearance for all personnel, including but not limited to employees and volunteers, who work with or come in close proximity to A+ children. All personnel must be cleared through the required background clearance process prior to any on-site

services or contact with any A+ children. This background clearance shall be completed on an annual basis prior to any on-site services or contact with any A+ children. Personnel who fail to obtain or retain the required annual background clearance shall be immediately removed from A+ service by Applicant. All associated expenses, including but not limited to initial fingerprinting costs, shall be the responsibility of the Applicant or Applicant's A+ personnel and not the HIDEOE. Please note that the specific requirements and procedures may be subject to change.

- 2) DHS Child Abuse/Neglect Background Checks. The Applicant shall require annual DHS Child Abuse/Neglect Background Checks for all personnel, including but not limited to employees and volunteers, who work with or come in close proximity to A+ children. All personnel must be cleared through the required background check process prior to any on-site services or contact with any A+ children. This background check shall be completed on an annual basis prior to any on-site services or contact with any A+ children. Personnel who fail to obtain or retain the required annual background check shall be immediately removed from A+ service by Applicant. All associated expenses shall be the responsibility of the Applicant and not the HIDEOE. Please note that the specific requirements and procedures may be subject to change.
- 3) Verification of Mandatory Background Checks and Clearances. The Applicant shall maintain an up-to-date record of all background checks and clearances for each of its employees and volunteers. The Applicant shall maintain an up-to-date list of the status and completion dates of all background checks and clearances for all employees and volunteers. Such records, files and lists shall be made available within twenty-four (24) hours of the request of the HIDEOE. The Applicant agrees to maintain and update employee(s) records using the HIDEOE's online A+ Employee Management System and add new employee information to the system within five (5) days of hiring.

2. **Administrative**

- a. The Applicant shall have appropriate and adequate procedures for ensuring the safety and welfare of the children and shall evidence this in the operational plans. A copy of the Applicant's operational plans shall be submitted with the proposal.
- b. The Applicant shall provide all supplies and materials for the A+ Program.
- c. The Applicant shall have a ratio of 1:20 of staff to children.
- d. The Applicant shall maintain neat and orderly school facilities, restoring the facility to the condition in which it is received each day.

- e. The Applicant shall be trained in blood borne pathogens and procedures for appropriate disposal of waste.
- f. The Applicant shall be responsible for the cost of Hepatitis B shots as necessary.
- g. The Applicant shall have understanding of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act Amendments Act of 2008, and Individuals with Disabilities Education Act 2004.
- h. The Applicant shall be licensed by the Hawaii Department of Human Services Group Care Licensing Division under the Rules Governing Licensing of Before and After School Child Care Facilities, and/or exempt by law as stated in Section 346-152, HRS. PROVIDER shall furnish a copy of such license upon request by the CA.

3. Quality assurance and evaluation specifications

- a. The Applicant shall have a quality assurance plan, to be submitted with its proposal, which identifies the mission of the organization, what services will be provided, how they are delivered, who is qualified to deliver them, who is eligible to receive the services, and what standards are used to assess or evaluate the quality and utilization of services.
- b. The quality assurance plan shall serve as procedural guidelines for staff and will confer designated individuals and committees with the authority to fulfill their responsibilities in the areas of quality assurance.
- c. The quality assurance process will serve as a source of information for parties interested in knowing how the program monitors and improves the quality of its services.
- d. The quality assurance system shall identify strengths and deficiencies, indicate corrective actions to be taken, validate corrections, and recognize and implement innovative, efficient, or effective methods for the purpose of overall program improvement.

4. Output and performance/outcome measurements

The Applicant shall distribute the annual Parent Evaluation of the A+ Programs (see Attachment G). At least 90% of the responding parents must be satisfied with the program, staff, and activities in order for the Applicant to continue to provide service. If the Applicant is currently an A+ Program private provider and has not submitted the parent evaluations to the respective district office(s) at the end of each school year, the Applicant may be disqualified from this and future RFPs.

5. Experience

The Applicant is able to demonstrate skills, abilities, knowledge of, and experience relating to the delivery of the proposed services. The Applicant shall also provide a listing and description of verifiable experience, including references, with projects or contracts for the most recent five years that are pertinent to the proposed services; the Applicant shall include points of contact, addresses, e-mail/phone numbers. The State reserves the right to contact references to verify experience.

6. Coordination of services

The Applicant shall demonstrate the capability to coordinate services with other agencies and resources in the community.

7. Reporting requirements for program and fiscal data

Private Providers are to meet data requirements as specified by the A+ office for reimbursement in a timely manner. All reports are to be submitted to the site/district coordinator in a timely manner.

Reports shall include, but shall not be limited to:

- a. Monthly
 - 1) Attendance on a day by day basis;
 - 2) Enrollment reports;
 - 3) Private Provider's Supporting Documentation Form.
- b. Twice a year or as requested by the District
 - 1) Staffing information;
 - 2) General schedule of activities.
- c. Annually
 - 1) A+ Year-End Enrollment Count Report;
 - 2) End-of-Year Parent Evaluation of the A+ Program
- d. Pre-registration information for the following school year (due approximately April or May).

C. Facilities

The HDOE shall provide the Applicant with appropriate facilities for the A+ Program at no cost. Schools will provide at least 15 square feet per participant as required by the Department of Human Services Group Care Licensing Division.

The Applicant shall maintain the cleanliness of the facility; returning the facility to the cleanliness level in which it was received on a daily basis. If custodial charges are required beyond the school day, charge shall be for a minimum of two hours.

Property damages due to Contractor’s negligence as determined by the HIDOE shall be repaired/replaced by Contractor or sum of damages shall be deducted from payments due to Contractor.

2.5 COMPENSATION AND METHOD OF PAYMENT

A. Pricing structure or pricing methodology to be used

Contractor shall be paid on a monthly basis according to the unit rate schedule delineated in the following section: units of service and unit rate. Monthly fees should be no more than the standard scale used at other A+ sites as set by the HIDOE. If the fee for parents changes, the amount paid to the private providers may also be adjusted.

This RFP does not include the cost of students placed in A+ programs by their individual educational plans (**IEP**).

B. Units of service and unit rate

Unit rates shall be as follows. Rates may be adjusted at any time by the Superintendent of the Hawaii Department of Education.

No. of Children in Family Enrolled in A+ Program	Monthly Fee Paid by Parent (per child)	Total Paid to HIDOE by DHS (per child)	Total Paid to Providers by HIDOE (per child)
<i>Families with one child or more</i>			
All children	\$85	\$0	\$0
<i>Students on Certified DHS List & those qualified by income through A+ Program</i>			
Each child	\$0	\$85	\$85
<i>Non- Eligible Category</i>			
Each child	\$85	\$0	\$0

C. Tax clearance

The provider must submit the original tax clearance certificate upon award of a contract, and with the final invoice submitted for payment.

D. Invoices

Original invoices plus one copy must be sent by the 25th of the current month. For example, September invoice, based on 6th A+ day of September will be mailed on the 25th of September and invoice enrollment numbers posted on the A+ website. All appeals and corrections for reporting/invoice rejections must be resolved within sixty (60) calendar days and late claims will not be accepted. Any appeals and corrections for

reporting/invoice rejections shall constitute the end of HIDEOE’s requirement to pay within thirty (30) days upon receipt of the original invoice. HIDEOE’s requirement to pay within thirty (30) days starts on the day the corrected invoice is re-submitted and accepted by HIDEOE.

E. Standard Calendar Schools

Per child payments are calculated on the enrollment count on the sixth (6th) A+ Program day of the month, for December/January the enrollment count is calculated on the sixth (6th) A+ Program day of December and includes January enrollment), enrollment count of NEWLY enrolled students in January for payment is calculated on the 6th A+ Program day of January, in accordance with the unit rates above, and shall be made in nine (9) monthly increments as follows:

<u>Service Month</u>	<u>Invoice Date</u>
August	August
September	September
October	October
November	November
December/January	December
Newly enrolled	January
February	February
March	March
April	April
May	May

F. Multi Track/Year Round Schools

Per child payments are calculated on the enrollment count on the sixth A+ Program day of the month in accordance with the rates above, and shall be made in monthly increments.

Monthly payments per child are calculated as follows:

$$\begin{aligned}
 & \text{Number of track instructional days in the month} \\
 & \quad \text{divided by} \\
 & \quad \text{Total number of instructional days} \\
 & \quad = \text{Monthly Track \%} \\
 & \\
 & \quad \text{Monthly Track \%} \\
 & \quad \text{Multiplied by 9} \\
 & \quad \text{Applicable per child monthly rate}
 \end{aligned}$$

No more than three (3) additional payments may be made to private providers for adjustment to enrollment counts for children who enroll after the count date(s).

Section 3

Proposal Application Instructions

Section 3

Proposal Application Instructions

General instructions for completing applications:

- *Proposal Applications shall be submitted to the state purchasing agency using the prescribed format outlined in this section.*
- *The numerical outline for the application, the titles/subtitles, and the applicant organization and RFP identification information on the top right hand corner of each page should be retained. The instructions for each section however may be omitted.*
- *Page numbering of the Proposal Application should be consecutive, beginning with page one and continuing through for each section. See sample table of contents in Section 5.*
- *Proposals may be submitted in a three ring binder (Optional).*
- *Tabbing of sections (Recommended).*
- *Applicants must also include a Table of Contents with the Proposal Application. A sample format is reflected in Section 5, Attachment B of this RFP.*
- *A written response is required for **each** item unless indicated otherwise. Failure to answer any of the items will impact upon an applicant's score.*
- *Applicants are **strongly** encouraged to review evaluation criteria in Section 4, Proposal Evaluation when completing the proposal.*
- *This form (SPOH-200A) is available on the SPO website (Refer to Section 1.2 Website Reference). However, the form will not include items specific to each RFP. If using the website form, the applicant must include all items listed in this section.*

The Proposal Application is comprised of the following sections:

- *Proposal Application Identification Form*
- *Table of Contents*
- *Program Overview*
- *Experience and Capability*
- *Project Organization and Staffing*
- *Service Delivery*
- *Financial*
- *Other*

3.1 Program Overview

Applicant shall give a brief overview to orient evaluators as to the program/services being offered.

3.2 Experience and Capability

A. Necessary Skills

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

B. Experience

The applicant shall provide a description of projects/contracts pertinent to the proposed services.

The applicant shall also provide a listing of verifiable experience with projects or contracts, along with references; including addresses, telephone numbers and email addresses for the most recent five years that are pertinent to the proposed services. The Applicant shall include points of contact addresses, e-mail & phone numbers. The State reserves the right to contact references to verify experience.

C. Quality Assurance and Evaluation

A Quality Assurance and Evaluation Plan shall be submitted with Applicant's proposal. The applicant shall describe its plans for quality assurance and evaluation for the proposed services, including methodology.

Applicants will be subject to site monitoring which shall include, but not be limited to, compliance to staffing, safety, program delivery and reporting requirements as defined in the A+ Operations Manual which is hereby incorporated by reference.

D. Coordination of Services

The applicant shall demonstrate the capability to coordinate services with other agencies and resources in the community.

E. Facilities

Not applicable as HIDOE shall provide the facilities for the program(s). The applicant must maintain facilities in a neat and orderly manner.

3.3 Project Organization and Staffing

A. Staffing

1. Proposed Staffing

The applicant shall describe the proposed staffing pattern, client/staff ratio and proposed caseload capacity appropriate for the viability of the services. (Refer to the personnel requirements in Section 2, Service Specifications, as applicable.)

2. Staff Qualifications

The applicant shall provide the minimum qualifications (including experience) for staff assigned to the program. (Refer to the qualifications in Section 2, Service Specifications, as applicable)

Applicant shall submit the curriculum vitae, or resume, of each of the persons on staff who will have direct contact with students.

Proposals should specifically address the experience and capacity of its staff and their knowledge or expertise in working with students in a child care program. Proposal includes background review process and how qualifications of providers will be documented. Proposal includes a plan to maintain and/or obtain qualified staff.

B. Project Organization

1. Supervision and Training

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

All staff shall attend at least two training sessions administrated by applicant. Specific details of training topics shall be submitted with applicant's proposal.

The description must include:

- Plan for supervision including details on monitoring of services, handling of complaints, resolution of complaints, and method of communication with the HIDEOE.
- Financial, accounting and management information systems, and an organizational structure to support the activities of the Applicant.
- Description of how the Applicant maintains personnel files of training and supervision of all Agency personnel, which are subject to inspection by HIDEOE

2. Organization Chart

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

3.4 Service Delivery

Applicant shall include a detailed discussion of the applicant’s approach to applicable service activities and management requirements from Section 2.1, Scope of Work, including (if indicated) a work plan of all service activities and tasks to be completed, related work assignments/responsibilities and timelines/schedules.

In this section, the Applicant shall indicate each school site where services are proposed on Attachment D, entitled, *List of Schools Seeking A+ Service Providers*, and include the Attachment D in the proposal.

Applicants shall provide a detailed explanation about any supplementary services that the Applicant plans to offer that could support the School’s A+ childcare program. The HIDOE shall not be responsible for associated costs.

3.5 Financial

A. Pricing Structure

As there is a fixed price pricing structure for the RFP, the applicant shall describe the services that will be provided (adequate, planned and budgeted space, equipment and staff).

B. Other Financial Related Materials

1. Accounting System

To determine the adequacy of the applicant’s accounting system as described under the administrative rules, the following documents are requested as part of the Proposal Application (may be attached):

Applicants must submit a copy of their most recent financial audit.

Applicants who fail to submit their most recent financial audit may be disqualified or such failure may be reflected in the evaluation of the applicant.

3.6 Other

A. Litigation

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

Section 4

Proposal Evaluation

Section 4

Proposal Evaluation

4.1 Introduction

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

4.2 Evaluation Process

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

Otherwise eligible applicants who meet all requirements based on the rating listed in this section may be qualified to enter into a contract with the HIDOE.

In order to be eligible for a contract award, the applicant must receive a total score of eighty (80) points or better, including points in each of the following evaluation categories: Experience and Capability; Project Organization and Staffing; Service Delivery; and Financial.

Successful applicants will be placed in a pool of eligible HIDOE A+ providers. Services will be obtained from the contracted agencies on an as needed basis. Selection for service will be based upon the HIDOE's needs throughout the course of the contract, as well as various other factors including the applicant's responsiveness to the RFP, the quality of the providers, and the particular needs and interests of the various A+ school sites.

The evaluation will be conducted in three phases as follows:

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

Evaluation Categories and Thresholds

Evaluation Categories

Possible Points

Administrative Requirements

Proposal Application

Program Overview

0 points

Experience and Capability	25 points
Project Organization and Staffing	30points
Service Delivery	25 points
Financial	20 Points

TOTAL POSSIBLE POINTS

100 Points

4.3 Evaluation Criteria

A. Phase 1 - Evaluation of Proposal Requirements

1. Administrative Requirements

- Application Checklist
- Registration (if not pre-registered)
- Federal Certifications
- Attachment E Wage Certificate

2. Proposal Application Requirements

- Proposal Application Identification Form (Form SPOH-200)
- Table of Contents
- Program Overview
- Experience and Capability
- Project Organization and Staffing
- Service Delivery
- Financial (All required forms and documents)

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

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(s) being offered.

This should not be a long drawn out narrative but a concise overview of the proposal.

- The applicant has demonstrated a thorough understanding of the purpose and scope of the service activity.
- The goals and objectives are in alignment with the proposed service activity.
- The applicant has described how the proposed service is designed to meet the service activity.

Applicants should pay particular attention to the evaluation criteria for the following sections as proposal applications will be scored by sections. A generic response to how services will be addressed will not be scored highly. The proposal application should contemplate the methodology, program integration, and allow a reviewer to differentiate one response from another.

1. Experience and Capability (25 Points)

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

A. Necessary Skills Total Points: 6

- Demonstrated skills, abilities, and knowledge relating to the delivery of the proposed services. 3
- Demonstrated effective governance policies that address issues including, but not limited to, nepotism, conflict of interest and management efficacy. 3

B. Experience Total Points: 9

- Provide a description of pertinent projects, contracts, and/or activities 3
- Provide a listing of verifiable experience, including, but not limited to, references, with projects or contracts for the most recent 5 years (maximum) that are pertinent to the proposed services with points of contact names, addresses and email/phone numbers. Points shall be assigned as follows:
 - 1 Point: 0 to less than 1 year
 - 2 Points: 1 year to less than 5 years
 - 3 Points: 5 or more years 3
- A+ annual parent evaluation survey results for School Year 2013-2014
 - 3 Points: at least 90% of the responding parents shall have rated the services as satisfactory

2 Points: less than 90% of the responding parents shall have rated the services as satisfactory.

1 Point: If Applicant is currently not an A+ Provider or if current Provider is not able to submit the survey for any reason.

0 Points: If Applicant neglected to submit the parent evaluations to the respective district office(s), this may be grounds for disqualification from this RFP. 3

C. Quality Assurance and Evaluation Total Points: 5

- Sufficiency of quality assurance and evaluation plans for the proposed services, including methodology. 5

D. Coordination of Services Total Points: 5

- Demonstrated capability to coordinate services with other agencies and resources in the community. 5

E. Facilities Total Points: 0

- Adequacy of facilities relative to the proposed services. 0

2. Project Organization and Staffing (30 Points)

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

A. Staffing Total Points: 15

- Proposed Staffing: That the proposed staffing pattern, client/staff ratio, and proposed caseload capacity is reasonable to insure viability of the services. 5
- Staff Qualifications: Minimum qualifications (including experience) for staff assigned to the program

Up to 5 points:

- ✓ All staff certified in CPR
- ✓ All staff trained in addressing general needs of special needs children
- ✓ All staff provided CVs regarding trainings and any certifications

- ✓ All staff fingerprinted and input in database
- ✓ All staff meet MQs detailed in HIDEOE A+ Operations Manual

Up to **3** points:

- ✓ 80% of staff certified in CPR
- ✓ 80% of staff trained in addressing general needs of special needs children
- ✓ 80% of staff provided Curriculum Vitae regarding trainings and any certifications
- ✓ All staff fingerprinted and input in database
- ✓ 80% of staff meet MQs (Minimum Qualifications) detailed in HIDEOE Operations Manual

Up to **1** point:

- ✓ Less than 80% in *above* areas 5

- Proposal includes background review process and how qualifications of providers will be documented, and includes a plan to maintain and/or obtain qualified staff 5

B. Project Organization Total Points: 15

- Supervision and Training: Demonstrated ability to supervise, train and provide administrative direction to staff relative to the delivery of the proposed services.

Supervision description must include:

- ✓ Plan for supervision including details on monitoring of services, handling of complaints, resolution of complaints, and method of communication with the HIDEOE.
- ✓ Financial, accounting and management information systems, and an organizational structure to support the activities of the Applicant.
- ✓ Description of how the Applicant maintains personnel files of training and supervision of all Agency personnel, which are subject to inspection by HIDEOE. 5

Training description must address:

Up to **5** points:

- ✓ Has staff orientation for all staff members
- ✓ Has staff meetings/trainings at least once a month
- ✓ Few staff changes
- ✓ Site staff has, and wears, A+ ID badges
- ✓ Always maintains 1:20 ratio
- ✓ Staffers always properly attired
- ✓ New hires are always fingerprinted and input within 5 days

Up to **3** points:

- ✓ Has orientation only at the beginning of the year, some for new employees hired later
- ✓ Has staff meeting/training once a quarter
- ✓ Some staff are not properly identified with A+ photo ID
- ✓ Sometimes understaffed
- ✓ Improper attire at times
- ✓ Some new hires not fingerprinted and input within 5 days

Up to **1** point:

- ✓ Has orientation only at the beginning of the year, none for new hires
- ✓ Staff meetings/trainings less than once per quarter
- ✓ frequently cannot meet 1:20 ratio
- ✓ new hires rarely fingerprinted and input within 5 days
- ✓ staffers often improperly attired 5

- Organization Chart: Approach and rationale for the structure, functions, and staffing of the proposed organization for the overall service activity and tasks.
 - ✓ Includes position title, name and full time equivalency.
 - ✓ Both “organization-wide” and “program” organization charts shall be attached to the Proposal Application 5

3. Service Delivery (25 Points)

Total Points: 25

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 realism of the timelines and schedules, as applicable.

Applicant shall include a detailed discussion of the applicant's approach to applicable service activities and management requirements from Section 2.4, Scope of Work, including (if indicated) a work plan of all service activities and tasks to be completed, related work assignments/responsibilities and timelines/schedules.

Essential components, as defined herein at Section 2.4(A)(6)(a-d) shall be: 1) Free-Play; 2) Enrichment; 3) Coordination and Physical Development; and 4) Character Development.

Up to **25** points:

- ✓ Applicant is fully staffed within 10 minutes after the formal school day
- ✓ All 4 components addressed daily;
- ✓ Activity plans are written and utilized daily;
- ✓ Variety of stimulating/interesting activities;
- ✓ Monthly programmatic themes;
- ✓ All students participate in activities;
- ✓ Students have input on program/activity;
- ✓ Site supervisor to insure all four components are addressed daily, and Lesson plans are written and utilized.

Up to **15** points:

- ✓ Applicant is fully staffed within 20 minutes after the formal school day;
- ✓ All 4 components usually included in the program;
- ✓ Lesson plans are not always written and utilized daily;
- ✓ Activities vary, but mostly same year after year;
- ✓ Uses seasonal/holiday themes, but few other organizing themes;
- ✓ All students have the opportunity to participate in activities;
- ✓ Students have little input on program/activity;
- ✓ Site supervisor to check if all four components addressed daily, and Lesson plans are written and utilized.

Up to **10** points:

- ✓ Applicant is 80% staffed within 20 minutes after the formal school day;
- ✓ Program lacks 1 of 4 component;
- ✓ Lesson plans are not written or only occasionally written;
- ✓ Lacks variety in children activities;
- ✓ Only seasonal/holiday programmatic themes;
- ✓ Occasional programmatic supervision. 25

4. Financial (20 Points) Total Points: 20

- As there is a fixed price pricing structure for the RFP, the applicant is requested to furnish a reasonable estimate of services it can provide for which there is sufficient operating capacity (adequate planned and budgeted space, equipment and staff). 10
- Applicants must submit a copy of their most recent financial audit as part of the Proposal Application. 5
- Adequacy of accounting system. 5

C. Phase 3 - Recommendation for Award

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

Section 5

Attachments

- A. Proposal Application Checklist
- B. Sample Proposal Application Table of Contents
- C. Federal Certifications
- D. List of Schools Seeking A+ Service Providers
- E. Wage Certificate
- F. HIDOE Wellness Guidelines for snacks
- G. End of Year Parent Evaluation Form
- H. General Conditions for Health and Human Services Contracts

Proposal Application Checklist

Applicant: _____ RFP No.: _____

The applicant's proposal must contain the following components in the order shown below. Return this checklist to the purchasing agency as part of the Proposal Application. SPOH forms are on the SPO website.

Item	Reference in RFP	Format/Instructions Provided	Required by Purchasing Agency	Applicant to place "X" for items included in Proposal
General:				
Proposal Application Identification Form (SPOH-200)	Section 1, RFP	SPO Website*	X	
Proposal Application Checklist	Section 1, RFP	Attachment A	X	
Table of Contents	Section 5, RFP	Section 5, RFP	X	
Proposal Application (SPOH-200A)	Section 3, RFP	SPO Website*	X	
Provider Compliance	Section 1, RFP	SPOWebsite*		
Cost Proposal (Budget)				
SPO-H-205	Section 3, RFP	SPO Website*		
SPO-H-205A	Section 3, RFP	SPO Website* Special Instructions are in Section 5		
SPO-H-205B	Section 3, RFP,	SPO Website* Special Instructions are in Section 5		
SPO-H-206A	Section 3, RFP	SPO Website*		
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SPO-H-206D	Section 3, RFP	SPO Website*		
SPO-H-206E	Section 3, RFP	SPO Website*		
SPO-H-206F	Section 3, RFP	SPO Website*		
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Debarment & Suspension		Section 5, RFP		
Drug Free Workplace		Section 5, RFP		
Lobbying		Section 5, RFP		
Program Fraud Civil Remedies Act		Section 5, RFP		
Environmental Tobacco Smoke		Section 5, RFP		
Program Specific Requirements:				
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*Refer to Section 1.2, Website Reference for website address.

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FEDERAL CERTIFICATIONS PHS-5161-1-CERTIFICATIONS (7/00) OMB Approval No. 0920-0428**1. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION.**

The undersigned (authorized official signing for the applicant organization) certifies to the best of his or her knowledge and belief, that the applicant, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
- (b) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the applicant not be able to provide this certification, an explanation as to why should be placed after the assurances page in the application package.

The applicant agrees by submitting this proposal that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, In eligibility, and Voluntary Exclusion--Lower Tier Covered Transactions" in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

2. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS.

The undersigned (authorized official signing for the applicant organization) certifies that the applicant will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about-
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) above;
- (d) Notifying the employee in the statement required by paragraph (a), above, that, as a condition of employment under the grant, the employee will--
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d) (2), with respect to any employee who is so convicted--
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

For purposes of paragraph (e) regarding agency notification of criminal drug convictions, the DHHS has designated the following central point for receipt of such notices: Office of Grants and Acquisition Management Office of Grants Management Office of the Assistant Secretary for Management and Budget Department of Health and Human Services 200 Independence Avenue, S.W., Room 517-D Washington, D.C. 20201

3. CERTIFICATION REGARDING LOBBYING

Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC

grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (non-appropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93).

The undersigned (authorized official signing for the applicant organization) 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 any 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 Federally 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 of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans and cooperative agreements) and that all sub recipients 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, 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.

4. CERTIFICATION REGARDING PROGRAM FRAUD CIVIL REMEDIES ACT (PFCRA)

The undersigned (authorized official signing for the applicant organization) certifies 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 undersigned agrees that the applicant organization will comply with the Public Health Service terms and conditions of award if a grant is awarded as a result of this application.

5. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE.

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, 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, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing the certification, the undersigned certifies that the applicant organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The applicant organization agrees that it will require that the language of this certification be included in any sub awards which contain provisions for children's services and that all sub recipients shall certify accordingly.

The Public Health Services strongly encourages all grant recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical and mental health of the American people.

2.1	Signature of Authorized Certifying Official	2.2	Title
2.3	Applicant Organization	2.4	Date Submitted

Organization: _____

RFP No: _____

List of Schools Seeking A+ Service Providers, School Year 2015-2016

	<i><u>District</u></i>	<i><u>School Site</u></i>	<i><u>Estimated Enrollment</u></i>	<i><u>Place an "X" below if you wish to be considered for the corresponding school site</u></i>
<i>Honolulu (2)</i>	Honolulu	Nuuanu Elementary	200	
	Honolulu	Puuhale Elementary	50	
<i>Central (1)</i>	Central	Red Hill Elementary	116	
<i>Leeward (4)</i>	Leeward	Ho'okele Elementary	200	
	Leeward	Keone'ula Elementary	250	
	Leeward	Waianae Elementary	45	
	Leeward	Waiiau Elementary	200	
<i>Windward (2)</i>	Windward	Malama Honua PCS	30	
	Windward	Pu'ohala Elementary	101	
<i>Hawai'i (2)</i>	Hawai'i	Holualoa Elementary	200	
	Hawai'i	Honaunau Elementary	40	
<i>Maui (1)</i>	Maui	Kula Elementary	127	
<i>Kaua'i (2)</i>	Kaua'i	Hanalei Elementary	50	
	Kaua'i	Kilauea Elementary	60	

Organization: _____

RFP No: _____

WAGE CERTIFICATE

Subject: RFP No. RFP F15-061

Description of Project: After School A+ Services for the Department of Education

Pursuant to §103-55, HRS, I hereby certify that, if awarded a contract of \$25,000.00 or more, and that either:

- I. Services to be performed will be performed in accordance with the following conditions:
 - a. The services to be rendered shall be performed by employees paid at wages or salaries not less than wages paid to the public officers and employees for similar work, if similar positions are listed in the classification plan of the public sector, and
 - b. All applicable laws of the Federal and State governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with.

PROVIDER shall be obliged to notify its employees performing work under this contract of the provisions of §103-55, HRS, and the current wage rate for public employees performing similar work. The PROVIDER may meet this obligation by posting a notice to this effect in the PROVIDER's place of business accessible to all employees, or the PROVIDER may include such notice with each paycheck or pay envelope furnished to the employee

I understand that, in addition to the base wages required by §103-55, HRS, all payments required by Federal and State laws that employers must make for the benefit of their employees shall be paid.

OR

- II. I am exempt from these requirements as provided for under to §103-55(c), HRS.

PROVIDER: _____

By Its (signature): _____

Title: _____

Date: _____

State of Hawaii Wellness Guidelines

(Implements Board of Education Policy 1110-6)

The Department of Education (HIDOE) recognizes that there are links among nutrition education, the food served in schools, and the amount of physical activity. Student wellness is affected by all of these. The HIDOE also recognizes that when students' wellness needs are met they attain higher achievement levels. To enable the development of life-long healthy habits, each of Hawaii's public schools shall implement these Wellness Guidelines over a four-year period (SY 2007-08 through SY 2010-11).

SNACKS

After-school snacks served as part of the National School Lunch Program or the Child and Adult Care Food Program must meet USDA meal pattern requirements.

All snack items sold or served to students anywhere at school or at school sponsored functions, including items sold in ala carte lines and fundraisers, or provided in classrooms must meet the Institute of Medicine (IOM) standards **per serving** based on the nutrition facts label or U.S. Food and Drug Administration-established serving size reference amount:

- Calories \leq 200 calories
- Total Fat \leq 8 grams
 - With the exceptions of nuts and seeds.
- Saturated Fat \leq 2 grams
- Trans Fat ZERO
- Sodium \leq 200 mg
- Sugar \leq 8 grams
- Dietary Fiber \geq 2 grams
 - Snacks with $<$ 2 grams of dietary fiber are currently acceptable.

BEVERAGES

All beverages sold or served to students at school or at school sponsored functions must comply with the current IOM guidelines.

Beverages for all students include:

- Water without flavoring, additives, or carbonation
- Low-fat and nonfat milk:
 - Lactose-free and soy beverages are included
 - Flavored milk with no more than 22 g of total sugar per 8 oz. portion
- 100 percent fruit juice
- Caffeine-free, with the exception of trace amounts of naturally occurring caffeine substances

**AFTER-SCHOOL PLUS (A+) PROGRAM
End-Of-Year Parent Evaluation**

School _____ Date _____

As the A+ Program draws to a close, we would appreciate a few minutes of your time to evaluate the program and its effectiveness and to solicit suggestions for improvement.

The A+ Program Site Coordinator will also be evaluating the program and your input is essential to gain a total perspective of the program.

Please mark the appropriate space for each question as follows:

SA = Strongly Agree A = Agree D = Disagree

Please have your child return this form to class or to his/her Group Leader as soon as possible.

	SA	A	D
1. I am satisfied with the quality of the A+ Program.	___	___	___
2. I am satisfied with the A+ Program activities.	___	___	___
3. I am satisfied with the A+ staff.	___	___	___
4. My child enjoys the A+ Program.	___	___	___
5. The hours of operation fit my schedule.	___	___	___
6. Parents are kept informed about the A+ activities.	___	___	___
7. Opportunities for parent visits are provided.	___	___	___
8. The A+ facilities are adequate.	___	___	___
9. I would recommend the A+ Program to my friends.	___	___	___
10. What did you like most about the A+ Program?			

11. How can the A+ Program be improved? (Please be specific)

12. Would you enroll your child in the A+ Program next year? Yes No If no, why?

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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 Responsibilities. 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.