

**State of Hawaii
Department of Public Safety
Corrections Program Services
Honolulu, Hawaii**

Request for Proposals

**RFP No. 15-CPS/SA-09
Cognitive Behavioral Therapy for General Population Moderate to High Risk
Inmates at Halawa Correctional Facility**

April 24, 2015

Note: *It is the Service Provider'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.*

April 24, 2015

REQUEST FOR PROPOSALS

Cognitive Behavioral Therapy for General Population Moderate to High Risk Inmates at Halawa Correctional Facility
RFP No. PSD 15-CPS/SA-09

The Department of Public Safety (PSD) is seeking qualified providers for Cognitive Behavioral Therapy for General Population Moderate to High Risk Inmates at Halawa Correctional Facility. PSD's Corrections Program Services (CPS) Division has identified a gap in services for an annual amount of approximately 120 moderate to high risk offenders per year who are identified as NOT in need of substance abuse or sex offender treatment. These inmates currently get no formal Cognitive Behavioral Therapy (CBT) to assist them in addressing their criminogenic needs and making positive prosocial choices. This gap was identified by mapping out currently offered and desired additional program services at each stopping point of a sentenced felon's travels through the correctional system in PSD.

The purpose of this service is to specifically provide the targeted population a CBT program utilizing an evidenced based curriculum designed to address criminal thinking, which includes introduction to key concepts of CBT, role modeling, role playing and skill building activities that relate to criminogenic need. The criminogenic needs have been identified through the administration of the Level of Service Inventory-Revised (LSI-R). The services will include 2 group sessions per week for 16 weeks and 16 (15) minute individual sessions. Group size will be limited to 12 inmates per group.

The contract term will be for a twenty-four month period, with an option to extend for two additional twelve month period. A single contract will be awarded under this request for proposals with \$84,000 for FY 2015, and \$84,000 for FY 2016, subject to availability of funds.

The Department of Public Safety, Corrections Program Services Division will conduct an orientation on May 4, 2015 from 9:00 a.m. to 10:00 a.m. HST, at 919 Ala Moana Boulevard, Room 413, Honolulu, Hawaii. All prospective Service Providers are encouraged to attend the orientation. Interested Service Providers not able to attend the orientation meeting may call in via telephone conference at:

Conference Dial-In Number: 1 (605) 562-0020

Participant Access Code: 887-700-397

The deadline for submission of written questions is 4:30 p.m., HST, on May 8, 2015. All written questions will receive a written response from the State on or about May 15, 2015.

All inquiries and responses regarding this RFP should be directed in writing to Mr. Marc Yamamoto or Shelley Kohashikawa at 919 Ala Moana Boulevard, Room 413, Honolulu, Hawaii 96814, fax: (808)587-1244, or email: marc.s.yamamoto@hawaii.gov or shelley.i.kohashikawa@hawaii.gov.

PROPOSAL MAIL-IN AND DELIVERY INFORMATION SHEET

NUMBER OF COPIES TO BE SUBMITTED: One (1) Original + Three (3) Copies

ALL MAIL-INS SHALL BE POSTMARKED BY THE UNITED STATES POSTAL SERVICE (USPS) NO LATER THAN May 26, 2015, and received by the state purchasing agency no later than 10 days from the submittal deadline.

All Mail-ins

Department of Public Safety
Administrative Services Office-
Procurement & Contracts
919 Ala Moana Boulevard
Room 413
Honolulu, Hawaii 96814

RFP COORDINATOR

Marc S. Yamamoto, PSS IV
Telephone: (808) 587-1215
Facsimile: (808) 587-1244
[Email: marc.s.yamamoto@hawaii.gov](mailto:marc.s.yamamoto@hawaii.gov)

ALL HAND DELIVERIES SHALL BE ACCEPTED AT THE FOLLOWING SITES UNTIL **4:30 P.M., Hawaii Standard Time (HST)**, May 26, 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., May 26, 2015.

Drop-off Sites

Department of Public Safety
Administrative Services Office-
Procurement & Contracts
919 Ala Moana Boulevard, Room 413
Honolulu, Hawaii 96814

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Section 1

Administrative Overview

Section 1 Administrative Overview

Service Providers are encouraged to read each section of the RFP thoroughly. While sections such as the administrative overview may appear similar among RFPs, state purchasing agencies may add additional information as applicable. It is the responsibility of the Service Provider to understand the requirements of *each* RFP.

1.1 Procurement Timetable

Note that the procurement timetable represents the State's best estimated schedule. If an activity on this schedule is delayed, the rest of the schedule will likely be shifted by the same number of days. Contract start dates may be subject to the issuance of a notice to proceed.

<u>Activity</u>	<u>Scheduled Date</u>
Public notice announcing Request for Proposals (RFP)	<u>April 24, 2015</u>
Distribution of RFP	<u>April 24, 2015</u>
RFP orientation session	<u>May 4, 2015</u>
Closing date for submission of written questions for written responses	<u>May 8, 2015</u>
State purchasing agency's response to Service Providers' written questions	<u>May 15, 2015</u>
Discussions with Service Provider prior to proposal submittal deadline (optional)	<u>Not Applicable</u>
Proposal submittal deadline	<u>May 26, 2015</u>
Discussions with Service Provider after proposal submittal deadline (optional)	<u>May 29, 2015</u>
Final revised proposals (optional)	<u>June 1, 2015</u>
Proposal evaluation period	<u>May 27, 2015 to June 5, 2015</u>
Provider selection	<u>June 8, 2015</u>
Notice of statement of findings and decision	<u>June 8, 2015</u>
Contract start date	<u>July 1, 2015</u>

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/
<p>(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)</p>		

1.3 Authority

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

1.4 RFP Organization

This RFP is organized into five sections:

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

Section 2, Service Specifications: Provides Service Providers 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 Service Providers 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:

Mr. Larry R. Hales, or his designee
Department of Public Safety
919 Ala Moana Boulevard, Room 405
Honolulu, Hawaii 96814

Telephone: (808) 587-1272 / Facsimile: (808) 587-1280
[e-mail: larry.r.hales@hawaii.gov](mailto:larry.r.hales@hawaii.gov)

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.

Marc S. Yamamoto, PSS IV
Telephone: (808) 587-1215
Facsimile: (808) 587-1244
[Email: marc.s.yamamoto@hawaii.gov](mailto:marc.s.yamamoto@hawaii.gov)

1.7 Orientation

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

Date: May 4, 2015 **Time:** 9:00 a.m., H.S.T.
Location: 919 Ala Moana Boulevard, Room 413
Honolulu, Hawaii 96814

For prospective Service Providers not able to attend the orientation meeting in Honolulu a call-in number is available:

Call-in: 1(605) 562-0020

Meeting ID: 887-700-397#

Service Providers 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

Service Providers 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: May 8, 2015 **Time:** 4:30 p.m., HST

State agency responses to Service Provider written questions will be provided by:

Date: May 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 Service Provider proposal identification.
 2. **Proposal Application Checklist**. The checklist provides Service Providers 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)**. Service Provider 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 a Service Provider 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 Service Provider.
- 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 Service Provider certifies that the Service Provider 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 Service Provider believes any portion of a proposal contains information that should be withheld as confidential, the Service Provider 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.

Electronically submitted proposals are not acceptable.

1.10 Discussions with Service Providers

- A. **Prior to Submittal Deadline.** Discussions may be conducted with potential Service Providers to promote understanding of the purchasing agency's requirements.
- B. **After Proposal Submittal Deadline.** Discussions may be conducted with Service Providers 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 Service Provider 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 Service Provider's final revised proposal. *The Service Provider 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 Service Providers in preparing or submitting a proposal are the Service Providers' 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) Service Provider 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 Service Provider 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 Service Provider 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 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: Nolan P. Espinda	Name: Teresita V. Fernandez
Title: Director	Title: Business Management Officer
Mailing Address: 919 Ala Moana Boulevard, Room 400 Honolulu, Hawaii 96814	Mailing Address: 919 Ala Moana Boulevard, Room 413 Honolulu, Hawaii 96814

Business Address: Same as above.	Business Address: Same as above.
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1.21 Availability of Funds

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

1.22 General and Special Conditions of Contract

The general conditions that will be imposed contractually are on the SPO website. 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 Department of Public Safety (PSD's) Corrections Program Services (CPS) Division has identified a gap in services for moderate to high risk offenders who are identified as NOT in need of substance abuse or sex offender treatment. These inmates currently get no formal Cognitive Behavioral Therapy (CBT) to assist them in addressing their criminogenic needs and making positive prosocial choices. This gap was identified by mapping out currently offered and desired additional program services at each stopping point of a sentenced felon's travels through the correctional system in PSD.

The purpose of this service is to specifically provide the targeted population a CBT program utilizing an evidenced based curriculum designed to address criminal thinking, which includes introduction to key concepts of CBT, role modeling, role playing and skill building activities that relate to criminogenic need. The criminogenic needs have been identified through the administration of the Level of Service Inventory-Revised (LSI-R).

B. Planning activities conducted in preparation for this RFP

A Request for Information was held on December 17, 2014 from 1:30 p.m. to 2:30 p.m. Questions and Responses were issued as Addendum B of the RFI on January 2, 2015, and included as Attachment C.

C. Description of the service goals

The purpose of this service is to specifically provide the targeted population a CBT program utilizing an evidenced based curriculum designed to address criminal thinking, which includes introduction to key concepts of CBT, role modeling, role playing and skill building activities that relate to criminogenic need. The criminogenic needs have been identified through the administration of the Level of Service Inventory-Revised (LSI-R).

D. Description of the target population to be served

The target population to be served is sentenced adult male inmates who have completed the Reception, Assessment, and Diagnostic (RAD) process at Halawa Correctional Facility (HCF). As a result of the RAD process, they are identified as moderate to high risk for recidivism and are NOT in need of substance abuse or sex offender treatment.

The Department will make referrals to the Service Provider based on the assessment process described above.

E. Geographic coverage of service

The services shall be provided at the Halawa Correctional Facility (HCF) on the island of Oahu.

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

The contract term will be for a twenty-four month period, with an option to extend for two additional twelve month period. A single contract will be awarded under this request for proposals with \$84,000 for FY 2015, and \$84,000 for FY 2016, subject to availability of funds.

2.2 Contract Monitoring and Evaluation

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

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

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

1. Service Provider shall operate the program in accordance with the rules, regulations and policies of PSD. Service Provider shall monitor inmates' behavior to ensure compliance with all State and Federal laws and rules and regulations of PSD.
2. Service Provider is required to meet the qualifying requirements specified in Chapter 103F, Hawaii Revised Statutes.

3. Service Provider shall have licenses and certificates, as applicable, in accordance with federal, state and county regulations, and comply with all applicable Hawaii Administrative Rules (HAR). Service Provider shall comply with Title 11, Chapter 175, Mental Health and Substance Abuse System.
4. Service Provider shall supervise, train, and provide administrative direction relative to the delivery of services.
5. Service Provider shall maintain and show proof of a liability insurance policy of at least two million dollars (\$2,000,000.00).
6. Service Provider and/or Sub-Provider shall inform and educate their employees of all Hawaii Revised Statutes that have reference to the delivery of services for the inmates committed to the custody of the Director of PSD.
7. Service Provider shall assign staff to attend facility/program meetings as scheduled by PSD.
8. Service Provider shall operate as a profit corporation under the laws of the State of Hawaii or non-profit organization determined by the Internal Revenue Services to be exempt from the federal income tax. If a nonprofit corporation, the Service Provider must have a governing board whose members have not material conflict of interest and serve without compensation.
9. Service Provider shall maintain by-laws 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.
10. Service Provider shall be required to accept inmates referred by PSD who have been assessed as being appropriate for, or in need of, intervention services unless the Service Provider presents the PSD with justifiable reason that a particular inmate should not be accepted into the program. Services under this contract shall be provided to only those inmates referred by PSD. PSD shall make the final determination as to whether an inmate will continue to receive intervention services or to be terminated from receiving those services.
11. As ruled by the Office of Information Practices, PSD may withhold from inspection by the inmate or his/her attorney, all confidential progress reports, assessment reports, and treatment recommendations provided by the Service Provider, unless instructed otherwise by the Department of the Attorney General. Whenever the Service Provider is requested by the inmate, his/her family, or his/her attorney, to provide assessment reports or treatment progress reports to the inmate, his family, or his attorney, the Service Provider shall inform the requesting party that such reports are the property of PSD, and that all requests should be directed to the contracting officer. Service Provider shall notify the contracting officer, that such a request was made. The Service Provider shall not release such reports directly to the inmate or to any party representing the inmate. Hawaii Revised Statutes Chapter 92, Section F-22 (1) (B) prohibits the release of confidential records that were previously submitted to criminal justice agencies.

12. Service Provider shall submit to an assessment of evidence based practices such as the Correctional Program Checklist (CPC) that is the revised form of the Correctional Program Assessment Inventory (CPAI). Service Provider shall strive to attain at least an "Effective" score on the CPC by working on areas that need improvement and recommendations made by the assessment team.
13. Service Provider shall develop and maintain fiscal, statistical, and administrative records pertaining to services as specified by PSD.

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

After-the-fact secondary purchases will be allowed.

Planned secondary purchases: none.

C. Multiple or alternate proposals
(Refer to HAR §3-143-605)

Allowed Unallowed

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

Single Multiple Single & Multiple

Criteria for multiple awards:

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: Twenty-four months from the Notice to Proceed.

Length of each extension: Twelve months

Number of possible extensions: Two

Maximum length of contract: Forty-eight months.

Extensions, if exercised, shall be subject to availability of funds, in writing and prior to the expiration of the contract.

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)

The provider will utilize an evidence based curriculum (such as Thinking for a Change, or Changing Offender Behavior for example) that focuses on changing thinking to change behavior and specifically addresses criminal thinking, behaviors and attitudes. The curriculum and practical application techniques should be the focus of group and individual counseling for the population being served. Practical application techniques include role modeling, role playing, and skill building and should be utilized throughout the length of the program. . The goal of this service is to address the criminogenic needs of the target population with an evidence based curriculum and practical application techniques for changing thinking and ultimately behavior.

The curriculum and behavior change model implemented by the provider will drive the length of the program. Our estimation was based on 32 (two hour) group sessions resulting in 16 weeks for completion. We also estimated one 15 minute individual session for each inmate for each week of the program. The curriculum shall offer a method that allows participants to explore and correct their thinking errors, learn new coping behaviors, and rehearse and practice these new behaviors and attitudes for optimal skill development.

Staff to inmate ratio should not exceed 12 inmates to 1 staff facilitator. It is important that each inmate have the opportunity to role play, learn and practice new skills for each concept presented in each session. It will be important for the group to be open ended.

Upon referral to the Service Provider's program, the facility Case Manger shall provide a copy of the Level of Service Inventory-Revised (LSI-R).

There shall be open communication by the Service Provider with the referring Case Manager of the facility regarding updates on the status of an inmate's progress or lack of progress.

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

1. Personnel

Service Provider shall be able to demonstrate that all current staff meets all licensing and or credential requirement. Service Provider shall employ staff that is suitable to deal with inmates.

No persons currently serving a criminal sentence (i.e. furlough from a correctional facility, on probation, on parole, or under the terms of a DAG/DANC plea) shall be hired by the Service Provider or sub-contractor.

Any employee with a criminal history shall be subject to review and approval by PSD. PSD will review and agree to the employment of staff and sub-Service Providers in writing. PSD must agree upon, any changes to staff and/or sub-Service Providers in writing.

The staff and volunteers, if used by the Service Provider, shall be under the supervision of the program director or his or her designee and shall accordingly be trained in inmate confidentiality issues and program quality assurance requirements.

Service Provider shall have sufficient and relevant staff training and development. All direct service staff shall have training in and be familiar with current procedures and practices, intake, admission, and referral of inmates.

The Service Provider and/or Sub-Provider shall notify each of its employees as well as employees of any subcontractors, who provide services to any person committed to the custody of the Director of Public Safety for imprisonment pursuant to Chapter 706, including a probationer serving a term of imprisonment pursuant to Section 706-624(2)(a) and a misdemeanor or petty misdemeanor sentenced pursuant to Section 706-663, of the Hawaii Revised Statute, Section 707-731, Sexual assault in the second degree and Section 707-732, Sexual assault in the third degree. In addition the Service Provider and any subcontractor shall maintain a copy of the aforementioned statutes and shall maintain in each of the aforementioned employees and employees of any subcontractors' file written documentation that the employee has received notice of the statutes.

Service Provider shall ensure that clinical supervision over treatment activities is provided by certified or licensed clinicians; or those who hold an advanced degree in behavioral health science, with at least one year experience in providing cognitive behavioral therapy to criminal justice population. The Service Provider shall ensure the staff receives appropriate supervision including clinical supervision and administrative direction.

Included in this is 28 Code of Federal Regulations 115: Prison Rape Elimination Act National Standards, hereafter referred to as the PREA Standards. In relation to PREA Standards, PSD requires that the Service Provider, its staff, and subcontractors attend a mandatory PREA Standards training class and if applicable, a specialized PREA Standards training for Health Care workers and Investigators. PSD shall monitor the Service Provider, its staff, and subcontractors compliance with the PREA Standards.

If the Service Provider meets the PREA definition of community confinement facility and provides services to PSD's offenders as a community confinement facility, then the Service Provider must adopt the relevant PREA Standards applicable to Community Confinement Facilities, which can be found at www.prearesourcecenter.org. The Service Provider, its staff, and subcontractors are required to cooperate with any mandated PREA Standards Audits scheduled by PSD, as dictated by the PREA Standards. The PREA Standards related to the audit process are incorporated in CFR 115.401 to 115.405. PSD shall cover the costs associated with a PREA Standards Audit for the Service Provider who meets the definition of a community confinement facility.

2. Administrative

Service Provider must operate their program in accordance with the rules, regulations, and policies of PSD.

Service Provider is required to meet the qualifying requirements specified in Chapter 103F, Hawaii Revised Statutes.

Service Provider shall have licenses and certificates, as applicable, in accordance with federal, state and county regulations, and comply with all applicable Hawaii Administrative Rules (HAR). Service Provider shall comply with Title 11, Chapter 175, Mental Health and Substance Abuse System.

Service Provider shall supervise, train, and provide administrative direction relative to the delivery of services.

Service Provider shall maintain and show proof of a liability insurance policy of at least two million dollars.

Service Provider and/or Sub-Provider shall inform and educate their employees of all Hawaii Revised Statutes that have reference to the delivery of services for the inmates committed to the custody of the Director of PSD.

3. Quality assurance and evaluation specifications

Service Provider shall ensure quality assurance and ongoing evaluation of the stated goals, objectives and activities of the program.

Service Provider shall describe its own plans for quality assurance and evaluation for the proposed services, including methodology. Service Provider shall have a mechanism for receiving, documenting, and responding to consumer grievances, including an appeals process.

Service Provider shall allow PSD to monitor the Service Provider's compliance with the mandates and evaluate the services performed. Based on the assessment/audit report, the Service Provider will develop in concert with the contracting agency, an action plan to address deficiencies.

The Contract Manager shall evaluate unacceptable professional practice or deviations from the curriculum. The Contract Manager may at any time, recommend suspension of the services under the provisions of this agreement. Prior to the suspension of the agreement by PSD, the Service Provider shall be allowed to make every effort to correct any perceived unprofessional conduct by its staff, and shall be given

reasonable time to do so. PSD shall determine reasonable time, but thirty (30) days is typical.

4. Output and performance/outcome measurements

Service Provider shall provide a detailed description of its outcome evaluation and measures of effectiveness and should include, but not limited to:

- Total number of inmates referred to the program
- Number of inmates accepted into the program
- Number of inmates rejected for admission to the program and reasons for rejections
- Number of inmates dropping out of the program
- Number of inmates terminated from the program due to misconducts (i.e. positive urinalysis, assault, etc.)
- Number of inmates completing the program

Long-term measures of success include recidivism rates and adjustment in the community. However, Service Providers shall not be evaluated on measures that occur outside of the contract period.

5. Experience

The Service Provider shall provide a description of projects/contracts pertinent to the proposed services. Service Provider shall include points of contact, addresses, e-mail/phone numbers. The State reserves the right to contact references to verify experience.

1. List of experience as an agency providing cognitive behavioral therapy;
2. List of experience as an agency providing services to offenders or defendants/ their families.
3. List of contracts performed for PSD;
4. List of other prior contracts with the public sector in providing services in general for male and female offenders or defendants specifically. Discuss any problems or difficulties encountered in prior contracts. Service Provider shall provide a point of contact and telephone number for each contract listed. PSD reserves the right to contact any of the listed points of contact to inquire about the Service Provider's past service performance and personnel;
5. Success Service Provider has had in recruiting and retaining quality staff.

For those agencies that do not meet the one-year experience requirement, an exception can be made. The request for an

exception shall include at a minimum a discussion of the following:

1. The reasons why the exception is being requested (i.e. the reasons why the Service Provider does not meet the one year experience requirement, the service for which funds are being requested is a new service, etc.)
2. The qualifications and experience of the organization in providing services for other related state programs in the past.
3. Description of the activities performed to date and accompanying statistical data.

6. Coordination of services

Service Provider shall be responsible for the coordination and the delivery of services to the inmates. PSD shall approve any deviation from the number of sessions held with each inmate in writing.

Service Provider shall coordinate program activities, appointments and interviews with correctional counselors, security staff, and other correctional staff.

7. Reporting requirements for program and fiscal data

Refer to above, #4. Output and performance/outcome measurements and below, 2.5 Compensation and Method of Payment.

C. Facilities

Services will be provided in the Department's correctional facilities.

2.5 COMPENSATION AND METHOD OF PAYMENT

As compensation for work to be performed by the Service Provider, the State agrees to pay the Service Provider, the total sum not to exceed Eighty Four Thousand and No/100 Dollars (\$84,000) for FY 2015.

The following service unit rates per staff service hour, include all taxes and shall be the all-inclusive cost to the State:

- \$75 education group / skills development
- \$75 individual counseling

Service Provider shall bill for the day of admission, but not for the day of discharge. Reimbursable activities shall consist of face-to-face individual counseling sessions and education group/ skills development counseling.

Pricing shall be based on unit of service pricing structure. The pricing shall include all taxes, shall be the all-inclusive cost to the State, and no other charges will be honored.

Service Provider shall not receive separate compensation for time spent in consultation with Department staff regarding curriculum development, staff meetings and case conferences.

Total payment under this Agreement shall not exceed \$84,000 for the initial term of this contract. Any costs incurred over the sums set out in the budget shall be approved by formal contract modification or be at the Service Provider's sole risk

Service Provider shall submit an original invoice and two copies each month indicating the contract number, number of sessions conducted by phase, and payment due. If a Sub-Service Providers performed the services indicate full business name of sub-service Service Provider. All invoices shall be accompanied by documentation and shall include:

- a. The date and time of each session
- b. A signed copy of the Attendance Sheet by the Service Provider as to the accuracy and authenticity.
- c. Attendance sheet shall be signed in and out by all inmates in attendance

Invoices shall be itemized by the name of each inmate, date of each session) attended during the month. Invoices shall reference the contract number. Invoices shall be signed by the Service Provider's designee to verify the accuracy and authenticity. Along with the invoice, the Service Provider shall attach an attendance sheet that will include the following:

- Date and time of each treatment service, whether completed or interrupted
- Roster of inmates who attend each session
- For absent inmate, whether they were excused or unexcused
- Signed copy of the attendance sheet by the Service Provider as to the accuracy and authenticity of the inmate's presence and participation

Copies of handouts and inmate materials and supplies, administrative costs and case management are included in the service components and shall not be billed separately.

The service fee includes all taxes and shall be the all-inclusive cost to the State.

Service Provider shall submit to PSD's ID, the monthly invoice, original and two (2) copies, for payment of delivered services no later than 30 days after the last session for the month. The address is:

Department of Public Safety
 Corrections Division – Corrections Program Services
 919 Ala Moana Blvd., #401
 Honolulu, Hawaii 96814

The monthly invoice shall include where the Service Provider's representative shall certify the request for payment and PSD's representative shall approve for payment:

I certify that all expenditures reported or payments requested are to the best of my knowledge in full compliance with the terms and conditions of the contract:

Certified Correct and
Approved for Payment:

Agency Representative

Date

Department Representative

Service Provider shall be compensated in full for each service provided in accordance with the terms and conditions of the resultant Agreement.

If the Service Provider is registered on the Hawaii Compliance Express (HCE), a valid "Certificate of Vendor Compliance," or if they chose not to register on HCE, a tax clearance certificate not over two (2) months old with an original green certified stamp, must accompany the invoice for final payment on the contract.

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 Service Provider 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).*
- *Service Providers 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 Service Provider's score.*
- *Service Providers 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 Service Provider 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

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

3.2 Experience and Capability

A. Necessary Skills

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

Service Provider shall demonstrate experience in their staff's ability to work with adult male inmates.

Service Provider shall demonstrate that all current staff meets any licensing and or credential requirements.

B. Experience

The Service Provider shall provide a description of projects/contracts pertinent to the proposed services. Service Provider shall include points of contact, addresses, e-mail/phone numbers. The State reserves the right to contact references to verify experience.

1. List of experience as an agency providing cognitive behavioral therapy;
2. List of experience as an agency providing services to offenders or defendants/ their families.
3. List of contracts performed for PSD;
4. List of other prior contracts with the public sector in providing services in general for male and female offenders or defendants specifically. Discuss any problems or difficulties encountered in prior contracts. Service Provider shall provide a point of contact and telephone number for each contract listed. PSD reserves the right to contact any of the listed points of contact to inquire about the Service Provider's past service performance and personnel;
5. Success Service Provider has had in recruiting and retaining quality staff.

For those agencies that do not meet the one-year experience requirement, an exception can be made. The request for an exception shall include at a minimum a discussion of the following:

1. The reasons why the exception is being requested (i.e. the reasons why the Service Provider does not meet the one year experience requirement, the service for which funds are being requested is a new service, etc.)
2. The qualifications and experience of the organization in providing services for other related state programs in the past.
3. Description of the activities performed to date and accompanying statistical data.

C. Quality Assurance and Evaluation

The Service Provider shall describe its own plans for quality assurance and evaluation for the proposed services, including methodology.

Service Provider shall ensure quality assurance and ongoing evaluation of the stated goals, objectives and activities of the program.

Service Provider shall describe its own plans for quality assurance and evaluation for the proposed services, including methodology. Service Provider shall have a mechanism for receiving, documenting, and responding to consumer grievances, including an appeals process.

Service Provider shall allow PSD to monitor the Service Provider's compliance with the mandates and evaluate the services performed. Based on the assessment/audit report, the Service Provider will develop in concert with the contracting agency, an action plan to address deficiencies.

The Contract Manager shall evaluate unacceptable professional practice or deviations from the curriculum. The Contract Manager may at any time, recommend suspension of the services under the provisions of this agreement. Prior to the suspension of the agreement by PSD, the Service Provider shall be allowed to make every effort to correct any perceived unprofessional conduct by its staff, and shall be given reasonable time to do so. PSD shall determine reasonable time, but thirty (30) days is typical.

D. Coordination of Services

Service Provider shall be responsible for the coordination and the delivery of services to the inmates. PSD shall approve any deviation from the number of sessions held with each inmate in writing.

Service Provider shall coordinate program activities, appointments and interviews with correctional counselors, security staff, and other correctional staff.

E. Facilities

Services will be provided in the Department's correctional facilities.

A. Project Organization and Staffing

1. Proposed Staffing

The Service Provider 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 the Service Specifications, as applicable.)

2. Staff Qualifications

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

The resultant contract for this Request for Proposal, requires that the Service Provider's staff understand and comply with 28 Code of Federal Regulations

115: Prison Rape Elimination Act National Standards, hereafter referred to as the PREA Standards. As part of this contract, PSD requires that your staff attend a mandatory PREA training class and if applicable a specialized PREA training for Health Care and Investigators. PSD shall monitor and ensure your compliance with the PREA Standards.

Service Provider and all staff providing CBT services shall successfully complete PSD's Volincor Training. Volincor Training requirement must be completed before services are rendered by staff. Service Provider would need to coordinate the Volincor Training dates/times with the Contracting Office.

Service Provider shall train all staff in inmate confidentiality issues and program quality assurance requirements.

Service Provider shall comply with applicable PSD Policies and Procedures, Federal, State and County rules and laws.

B. Project Organization

1. Supervision and Training

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

2. Organization Chart

Service Provider 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.

3.3 Service Delivery

The scope of work encompasses the following tasks and responsibilities:

A. Service Activities

(Minimum and/or mandatory tasks and responsibilities)

The service provider will utilize an evidence based curriculum (such as Thinking for a Change, or Changing Offender Behavior for example) that focuses on changing thinking to change behavior and specifically addresses criminal thinking, behaviors and attitudes. The curriculum and practical application techniques should be the focus of group and individual counseling for the population being served. Practical application techniques include role modeling, role playing, and skill building and should be utilized throughout the length of the program. The goal of this service is to address the criminogenic needs of the target population with an evidence based curriculum and practical application techniques for changing thinking and ultimately behavior.

The curriculum and behavior change model implemented by the provider will drive the length of the program. Our estimation was based on 32 (two hour) group sessions resulting in 16 weeks for

completion. We also estimated one 15 minute individual session for each inmate for each week of the program. The curriculum shall offer a method that allows participants to explore and correct their thinking errors, learn new coping behaviors, and rehearse and practice these new behaviors and attitudes for optimal skill development.

Staff to inmate ratio should not exceed 12 inmates to 1 staff facilitator. It is important that each inmate have the opportunity to role play, learn and practice new skills for each concept presented in each session. It will be important for the group to be open ended.

Upon referral to the Service Provider's program, the facility Case Manger shall provide a copy of the Level of Service Inventory-Revised (LSI-R).

There shall be open communication by the Service Provider with the referring Case Manager of the facility regarding updates on the status of an inmate's progress or lack of progress.

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

Service Provider shall be able to demonstrate that all current staff meets all licensing and or credential requirement. Service Provider shall employ staff that is suitable to deal with inmates.

No persons currently serving a criminal sentence (i.e. furlough from a correctional facility, on probation, on parole, or under the terms of a DAG/DANC plea) shall be hired by the Service Provider or sub-contractor. Any employee with a criminal history shall be subject to review and approval by PSD. PSD will review and agree to the employment of staff and sub-Service Providers in writing. PSD must agree upon, any changes to staff and/or sub-Service Providers in writing.

The staff and volunteers, if used by the Service Provider, shall be under the supervision of the program director or his or her designee and shall accordingly be trained in inmate confidentiality issues and program quality assurance requirements.

Service Provider shall have sufficient and relevant staff training and development. All direct service staff shall have training in and be familiar with current procedures and practices, intake, admission, and referral of inmates. The Service Provider and/or Sub-Provider shall notify each of its employees as well as employees of any subcontractors, who provide services to any person committed to the custody of the Director of Public Safety for imprisonment pursuant to Chapter 706, including a probationer serving a term of imprisonment pursuant to Section 706-624(2)(a) and a misdemeanor or petty misdemeanor sentenced pursuant to Section 706-663, of the Hawaii Revised Statute, Section 707-731, Sexual assault in the second degree and Section 707-732, Sexual assault in the third degree. In addition the Service Provider and any subcontractor shall maintain a copy of the aforementioned statutes and shall maintain in each of the aforementioned employees and employees of any subcontractors' file written documentation that the employee has received notice of the statutes.

Service Provider shall ensure that clinical supervision over treatment activities is provided by certified or licensed clinicians; or those who hold an advanced degree in behavioral health science, with at least one year experience in providing cognitive behavioral therapy to criminal justice population. The Service Provider shall ensure the staff receives appropriate supervision including clinical supervision and administrative direction.

Included in this is 28 Code of Federal Regulations 115: Prison Rape Elimination Act National Standards, hereafter referred to as the PREA Standards. In relation to PREA Standards, PSD requires that the Service Provider, its staff, and subcontractors attend a mandatory PREA Standards training class and if applicable, a specialized PREA Standards training for Health Care workers and Investigators. PSD shall monitor the Service Provider, its staff, and subcontractors compliance with the PREA Standards.

If the Service Provider meets the PREA definition of community confinement facility and provides services to PSD's offenders as a community confinement facility, then the Service Provider must adopt the relevant PREA Standards applicable to Community Confinement Facilities, which can be found at www.prearesourcecenter.org. The Service Provider, its staff, and subcontractors are required to cooperate with any mandated PREA Standards Audits scheduled by PSD, as dictated by the PREA Standards. The PREA Standards related to the audit process are incorporated in CFR 115.401 to 115.405. PSD shall cover the costs associated with a PREA Standards Audit for the Service Provider who meets the definition of a community confinement facility.

3.4 Financial

A. Pricing Structure

As compensation for work to be performed by the Service Provider, the State agrees to pay the Service Provider, the total sum not to exceed Eighty Four Thousand and No/100 Dollars (\$84,000) for FY 2015.

The following service unit rates per staff service hour, include all taxes and shall be the all-inclusive cost to the State:

- \$75 education group / skills development
- \$75 individual counseling

Service Provider shall bill for the day of admission, but not for the day of discharge. Reimbursable activities shall consist of face-to-face individual counseling sessions and education group/ skills development counseling.

Pricing shall be based on unit of service pricing structure. The pricing shall include all taxes, shall be the all-inclusive cost to the State, and no other charges will be honored.

Service Provider shall not receive separate compensation for time spent in consultation with Department staff regarding curriculum development, staff meetings and case conferences.

Total payment under this Agreement shall not exceed \$84,000 for the initial term of this contract. Any costs incurred over the sums set out in the budget shall be approved by formal contract modification or be at the Service Provider's sole risk

Service Provider shall submit an original invoice and two copies each month indicating the contract number, number of sessions conducted by phase, and payment due. If a Sub-Service Providers performed the services indicate full business name of sub-service Service Provider. All invoices shall be accompanied by documentation and shall include:

- a. The date and time of each session
- b. A signed copy of the Attendance Sheet by the Service Provider as to the accuracy and authenticity.
- c. Attendance sheet shall be signed in and out by all inmates in attendance

Invoices shall be itemized by the name of each inmate, date of each session) attended during the month. Invoices shall reference the contract number. Invoices shall be signed by the Service Provider's designee to verify the accuracy and authenticity. Along with the invoice, the Service Provider shall attach an attendance sheet that will include the following:

- Date and time of each treatment service, whether completed or interrupted
- Roster of inmates who attend each session
- For absent inmate, whether they were excused or unexcused
- Signed copy of the attendance sheet by the Service Provider as to the accuracy and authenticity of the inmate's presence and participation

Copies of handouts and inmate materials and supplies, administrative costs and case management are included in the service components and shall not be billed separately.

The service fee includes all taxes and shall be the all-inclusive cost to the State.

Service Provider shall submit to PSD's ID, the monthly invoice, original and two (2) copies, for payment of delivered services no later than 30 days after the last session for the month. The address is:

Department of Public Safety
 Corrections Division – Corrections Program Services
 919 Ala Moana Blvd., #401
 Honolulu, Hawaii 96814

The monthly invoice shall include where the Service Provider's representative shall certify the request for payment and PSD's representative shall approve for payment:

I certify that all expenditures reported or payments requested are to the best of my knowledge in full compliance with the terms and conditions of the contract:

Certified Correct and Approved for Payment:

Agency Representative

Date

Department Representative

Service Provider shall be compensated in full for each service provided in accordance with the terms and conditions of the resultant Agreement.

If the Service Provider is registered on the Hawaii Compliance Express (HCE), a valid “Certificate of Vendor Compliance,” or if they chose not to register on HCE, a tax clearance certificate not over two (2) months old with an original green certified stamp, must accompany the invoice for final payment on the contract.

B. Other Financial Related Materials

Accounting System: To determine the adequacy of the Service Provider’s accounting system, the following documents are requested as part of the Proposal Application (may be attached):

Service Provider’s current financial statement and any financial audits completed in the last three (3) years.

3.6 Other

A. Litigation

The Service Provider shall disclose and explain any pending litigation to which they are a party, including the disclosure of any outstanding judgment.

Section 4
Proposal Evaluation

Section 4 Proposal Evaluation

4.1 Introduction

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

4.2 Evaluation Process

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

The evaluation will be conducted in three phases as follows:

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

Evaluation Categories and Thresholds

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

4.3 Evaluation Criteria

A. Phase 1 - Evaluation of Proposal Requirements

1. Administrative Requirements

- Application checklist

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)
- Program Specific Requirements (as applicable)

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

Program Overview: No points are assigned to Program Overview. The intent is to give the Service Provider an opportunity orient evaluators as to the service(s) being offered.

1. Experience and Capability (20 Points)

The State will evaluate Service Provider’s experience and capability relevant to the proposal contract, which shall include:

- | | |
|---|---------------------------------------|
| A. Necessary Skills | 5pts <hr/> |
| <ul style="list-style-type: none"> • Demonstrated skills, abilities, and knowledge relating to the delivery of the proposed services. | |
| B. Experience | 5pts <hr/> |
| <ul style="list-style-type: none"> • Points of contact, address, e-mail/phone numbers to verify experience. • One (1) year experience | |
| C. Quality Assurance and Evaluation | 5pts <hr/> |
| <ul style="list-style-type: none"> • Sufficiency of quality assurance and evaluation plans for the proposed services, including methodology. | |
| D. Coordination of Services | 5pts <hr/> |
| <ul style="list-style-type: none"> • Demonstrated capability to coordinate services with other agencies and resources in the community. | |
| E. Facilities | NOT
APPLICABLE <hr/> |
| <ul style="list-style-type: none"> • Adequacy of facilities relative to the proposed services. | |

2. Project Organization and Staffing (15 Points)

The State will evaluate the Service Provider’s overall staffing approach to the service that shall include:

- | | |
|--|--------------------|
| A. Staffing | <u>8pts</u> |
| <ul style="list-style-type: none"> • <u>Proposed Staffing:</u> That the proposed staffing pattern, client/staff ratio, and proposed caseload capacity is reasonable to insure viability of the services. | <u>4pts</u> |
| <ul style="list-style-type: none"> • <u>Staff Qualifications:</u> Minimum qualifications (including experience) for staff assigned to the program. | <u>4pts</u> |
| B. Project Organization | <u>7pts</u> |
| <ul style="list-style-type: none"> • <u>Supervision and Training:</u> Demonstrated ability to supervise, train and provide administrative direction to staff relative to the delivery of the proposed services. | <u>4pts</u> |
| <ul style="list-style-type: none"> • <u>Organization Chart:</u> Approach and rationale for the structure, functions, and staffing of the proposed organization for the overall service activity and tasks. | <u>3pts</u> |

3. Service Delivery (55 Points)

Evaluation criteria for this section will assess the Service Provider's approach to the service activities and management requirements outlined in the Proposal Application.

- | | |
|--|-----------|
| • Assessment and Intervention Planning | <u>20</u> |
| • Education and Treatment Services | <u>15</u> |
| • Individual and Group Counseling | <u>20</u> |

4. Financial (10 Points)

- | | |
|--|----------|
| • Adequacy of accounting system. | <u>3</u> |
| • Competitiveness and reasonableness of unit of service cost, as applicable. | <u>3</u> |
| • Financial stability of Service Provider | <u>4</u> |

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 Service Provider.

Section 5
Attachments

- A. Proposal Application Checklist
- B. Sample Table of Contents
- C. RFI PSD 15-CPS/SA-09 Addendum B - Questions and Answers

Proposal Application Checklist

Service
Provider: _____

RFP No.: PSD 15-CPS/SA-09

The Service Provider'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	Service Provider 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	
Hawaii Compliance Express Verification Certificate	Section 1, RFP	Hawaii Compliance Express SPO Website*	X	
Cost Proposal (Budget)			X	
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*		
SPO-H-206B	Section 3, RFP	SPO Website*		
SPO-H-206C	Section 3, RFP	SPO Website*		
SPO-H-206D	Section 3, RFP	SPO Website*		
SPO-H-206E	Section 3, RFP	SPO Website*		
SPO-H-206F	Section 3, RFP	SPO Website*		
SPO-H-206G	Section 3, RFP	SPO Website*		
SPO-H-206H	Section 3, RFP	SPO Website*		
SPO-H-206I	Section 3, RFP	SPO Website*		
SPO-H-206J	Section 3, RFP	SPO Website*		
Certifications:				
Federal Certifications		Section 5, RFP		
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:				
Proof of Insurance			X	

*Refer to Section 1.2, Website Reference for website address.

**Sample Proposal Application
Table of Contents**

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	SPO-H-205 Proposal Budget	
	SPO-H-206A Budget Justification - Personnel: Salaries & Wages	
	SPO-H-206B Budget Justification - Personnel: Payroll Taxes and Assessments, and Fringe Benefits	
	SPO-H-206C Budget Justification - Travel: Interisland	
	SPO-H-206E Budget Justification - Contractual Services – Administrative	
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STATE OF HAWAII
DEPARTMENT OF PUBLIC SAFETY
HONOLULU, HAWAII

January 2, 2015

ADDENDUM B

RFI NO. PSD 15-CPS/SA-09

**Cognitive Behavioral Therapy for General Population Moderate to High Risk
Inmates at Halawa Correctional Facility**

FOR

Halawa Correctional Facility on the Island of Oahu

1. CORRECTION:

RFI No. PSD 15-CPS/SA-09, ADDENDUM A Titled:

Relapse Intervention Program for Sentenced Adult Male and Female Felon Inmates in Work
Furlough Programs

Should be Titled:

**Cognitive Behavioral Therapy for General Population Moderate to High Risk
Inmates at Halawa Correctional Facility**

2. The following questions were received in response to the orientation meeting held
on December 17, 2014 at 919 Ala Moana Boulevard.

Question (1): Cognitive Behavioral Therapy is not a course, training or end unto
itself. It describes a method of directed change applied to a range of
disorders including anorexia, kleptomania, gender identity, smoking,
etc. You are asking for a CBT curriculum that is NOT focused on
Substance Abuse. We must then assume the target is criminality so
that it is focused on the reduction of recidivism among the general
population. In evaluating the vendor experience profile, how will you
distinguish experience that is solely focused on criminality? This issue
was acknowledged in the recent CBT training offered by the University
of Cincinnati in which the instructor stated "this is for Substance
Abuse. Our curriculum for criminality is coming out in 2015". For this
RFP, training in criminality should carry a higher value than substance
abuse training. This could be achieved by adding an item such as "List
of Experience in Non Substance Abuse CBT programs". How will this
be handled?

Response (1): Section 2, 2.1, B. provides an overview of the purpose and need and specifically what is to be addressed. It will be up to the Service Provider to describe their CBT specific training, necessary skills and experience.

Question (2): The Justice Reinvestment Initiative emphasizes the use of savings from recidivism reduction be used in criminal rehabilitation efforts that further reduce crime rates and recidivism. A vendor that can unequivocally demonstrate recidivism reduction should be rewarded accordingly. Whether the RFP specifies that the state is not going to keep these statistics, it remains the purpose of this program to accomplish this. A vendor that has kept meticulous records to document performance in this area should be provided a requisite score if the rate is lower than state outcomes. It is the responsibility of each agency to keep data important to their progress in the field. If these records are not kept, it is a sign that the agency is not focused on the primary goal of this RFI. How is proven recidivism reduction honored in the RFP evaluation process?

Response (2): This information can be described in the necessary skills and experience section of the RFP. The focus of the RFP will be on the services to be provided in the contract and how the Service Provider will provide both quality assurance, fidelity to model being used, and evaluation of the services provided. The methodology to be used can be described in detail.

Question (3): There was some discussion involving the selection of an appropriate curriculum for this program. In my research, I have found no national standards enforced by a recognized body that certifies such programs. In fact, any program that has proven effective has done so through use of recognized essential learning objectives and analysis of outcomes. Our curriculum has been produced by a process put forth by the Inter-Agency Council on Intermediate Sanctions. I am certified by that body as a Cognitive/Behavioral curriculum development specialist and trainer. I have been trained by the National Institute of Corrections as a Cognitive Behavioral specialist (Criminality, Not substance abuse) and conducted the first such program in this state for the Hawaii Paroling Authority in partnership with special unit Parole Officer Shirley Wilcox. We were sent to NIC together to learn this specialty with the intent purpose of returning to Honolulu to implement it. We designed and operated this program with great success. How will this performance be honored in the evaluation of a prospective RFP?

Response (3): Those experiences can be listed in the Necessary Skills and Experience section of the RFP. The curriculum requirement for this RFP will be a nationally recognized, evidence based CBT curriculum.

Question (4): Any curriculum imported from mainland sources may be “validated” according to U.S. experience but it is not validated or normed for Hawaii inmates. Our curriculum is evidenced based, designed according to best practices, has been used for more than ten years and has outcomes based 100% on Hawaii inmates. How will this advantage, constantly promoted as important for Hawaii corrections, be honored in the evaluation of vendor performance?

Response (4): Although the curriculum identified in the question above has been used 100% on Hawaii inmates/offenders, we cannot ignore a nationally recognized, evidence based curriculum.

Question (5): In further support of our proprietary curriculum, we have operated several programs over many years using this material. We have solid performance data following our inmate cohorts into the community with sufficient history to provide 1, 2 and 3 year cohort recidivism rates. This performance can be independently verified, has been reported, accepted and documented by Public Safety and has consistently beat state performance by a factor of 3 or 4 (translating to a 60% to 80% recidivism reduction). This provides recognized evidence of the value of this curriculum with local inmates. The Substance Abuse division may not be aware of our performance providing non-substance abuse CBT. We hope to set the record straight. How will this important performance data be honored in evaluation?

Response (5): This information could be emphasized in the necessary skills and experience section of the RFP.

Question (6): This question is to clarify the budget and performance data provided in the RFI. The proposed design parameters are: \$84,000 budget based on 2 hour classes, 2 times per week, in a 16 week curriculum for \$75 per hour. Classes have a maximum of 12 students and a pool of 120 candidates. That translates to a cost of \$8,400 per 16 week Module (2 hours x 2 classes weekly + 3 hours of individual counseling per week x \$75 x 16 weeks). A 16 week curriculum can only be staged 3 times yearly (3 x 16 weeks = 48 weeks). Three trainings yearly only amounts to \$25,200 and 36 individuals completing training. How is this resolved to produce the \$84,000 reaching 120 inmates?

Response (6): It is my understanding the this question was withdrawn by the vendor.

Question (7): Just as a matter of curiosity, why is this program not offered also at WCCC where there is no longer a program for CBT in the criminal domain? We provided such a program from 2007 to 2011

when funding was stopped but we have operated an unfunded program there ever since.

Response (7): The Substance Abuse Program Manager addressed this issue with WCCC staff. They are gathering numbers for the next year so that we can get an accurate picture of the need for those who would meet the target population criteria. If the need is there we will request additional funding to support services there.

Question (8): Is this for "FY2016 and FY2017"? RFI page 1 and 2-2 state "FY2015 and FY2016"

Response (8): The funding is actually FY 15 monies which will be encumbered by 6/30/14 to cover the initial year of the two year term of the contract.

Question (9): IF this is for FY2016-2017, is the projected start date 7/1/15? If for FY2015-2016 about when is the projected start date?

Response (9): The contract is projected to begin July 1, 2015.

Question (10): Is the expectation that there will be at least 12 clients in a group with additional groups started should that capacity of 12 be reached?

Response (10): It is expected that there would be at least 8 and no more than 12 clients in a group. If there is a waiting list developing for a second it will be up to the facility as to when the next group will start based on time, space, tentative parole date and other factors.

Question (11): Is there a suggestion or preference for length of time per group session?

Response (11): A 2 hour group is suggested (pg. 2-6) but length of session may be varied depending on curriculum used, time and space for program to operated, etc.

Question (12): Changing Offender Behavior referred to on page 2-6.....this is the Change Companies series, correct?

Response (12): Correct.

Question (13): Clarification needed....page 2-11 (compensation and method of payment) states "service provider shall bill for the day of admission but not for day of discharge" This is typically a reference to per diem inpatient type of billing. In this RFI it appears the compensation rate is based on staff hour so this specification may be irrelevant to this solicitation? Please clarify.

Response (13): Bed day paragraph will be deleted. Staff hour rate is accurate.

3. The response date for this Request for Information is changed:

FROM: JANUARY 6, 2015

TO: **JANUARY 9, 2015, 4:30 PM, HST**

Nolan P. Espinda
Director