

State of Hawaii
Department of Human Services
Social Services Division

Request for Proposals

**RFP No. SSD-15-POS-5000-Kauai
Kauai Drop-In Centers**

Geographical Location: KAUAI

RFP Release Date: May 1, 2015

**RFP Proposal Submission Deadline:
June 1, 2015**

3:00 p.m. Hawaii Standard Time (HST)

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

David Y. Ige
GOVERNOR



Rachael Wong, DrPH
DIRECTOR

Pankaj Bhanot
DEPUTY DIRECTOR

STATE OF HAWAII
DEPARTMENT OF HUMAN SERVICES
Social Services Division/Social Services Office
Administrative and Program Support Staff
Tissue Genesis Tower, 4th Floor
810 Richards St. Suite 400
Honolulu, HI 96813

May 1, 2015

MEMORANDUM

TO: RFP Proposal Applicants

FROM: Mona Maehara, Administrator
Social Services Division

SUBJECT: Department of Human Services
Social Services Office
REQUEST FOR PROPOSALS (RFP)

The State of Hawaii, Department of Human Services, Social Services Division, is currently soliciting proposals from qualified Applicants for the Kauai Drop-In Centers. The Request for Proposals (RFP) to provide this service is being issued under the provisions of Chapters 103F of the Hawaii Revised Statutes and its Administrative Rules.

Attached is the RFP No. SSD-154-POS-5000 for the Kauai Drop-In Centers. Please see the following "Proposal Submission Information Sheet" for important proposal submission information.

An RFP Orientation will be held on May 6, from 9:00 a.m. until 11:00 a.m., Hawaii Standard Time (HST). See Section 1, Item 1.7, "Orientation" of the RFP, for information. All prospective Applicants are encouraged to attend the RFP Orientation. For further information about the RFP Orientation, and to participate by attending in-person or via teleconference; or should you require any special accommodations, please contact Cyndy Pierce, RFP Coordinator/Program Specialist. Ms. Pierce may be reached by telephone at: (808) 587-3168 or by email at: cpierce@dhs.hawaii.gov. If you are participating via teleconference, please notify Ms. Pierce at least two days prior to the RFP Orientation.

If you have any questions regarding this RFP, see Section 1, Item 1.8, "Submission of Questions," of the RFP for information on the question and answer process.

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

PROPOSAL SUBMISSION INFORMATION SHEET
PROPOSAL SUBMISSION DEADLINE: June 1, 2015

THE APPLICANT IS REQUIRED TO SUBMIT:

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

AND

**ONE (1) PRINTED (ONE-SIDED PAGES ONLY) UNBOUND ORIGINAL SET
MARKED "ORIGINAL,"**

AND

**THREE (3) PRINTED BOUND COPY SETS MARKED "COPY ___ OF 3"
OF THE PROPOSAL.**

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

DEADLINE FOR SUBMISSION OF PROPOSALS IS JUNE 1, 2015
3:00 P.M. HAWAII STANDARD TIME (HST).

The sealed proposals documents shall be submitted, as follows:

1. Printed "hard copy" proposal sets:

- a. One (1) unbound (one-sided pages only) ORIGINAL SET of the proposal, marked as "Original;" and
- b. Three (3) bound COPY SETS of the proposal, each copy set marked as "Copy ___ of 3;"

AND

2. Electronic copy (e-copy) of the proposal in electronic format on a flash drive or thumb drive or Compact Disk (CD) AND which shall be submitted in the delivery envelope/package with the printed original and three (3) copy sets:

- a. Proposal narrative shall be in Word document format;
- b. Proposal narrative, and any attachments and/or exhibits; cost/budget proposal (on State approved budget format and any State approved attachment forms thereto); in portable document format (PDF).

3. Shall be received on: Monday, June 1, 2015, no later than 3:00 p.m., Hawaii Standard Time (HST)

4. At below specified address:

State of Hawaii
Department of Human Services (DHS)
Social Services Division (SSD)/Social Services Office (SSO)
Administrative and Program Support Services (APSS)
Attention: Cyndy S. Pierce, RFP Coordinator/APSS Program Specialist
Tissue Genesis Tower, 4th Floor
810 Richards Street, Suite 400
Honolulu, Hawaii 96813

- a. If “Hand-Delivered,” means delivered in person by Applicant or Applicant’s staff or by a private courier, such as FedEx, DHL, UPS, on Monday, June 1, 2015, no later than 3:00 p.m., HST;
- b. If Mailed, means via/using United States Post Office (USPO) AND postmarked before or on submittal deadline on Monday, June 1, 2015, by 12:00 midnight; AND received at above specified (“3.”) address within ten (10) calendar days of the postmarked date, as delivered to the DHS/SSD/SSO/APSS Office, by close of business no later than 4:30 p.m. Hawaii Standard Time (HST), on Friday, June 12, 2015.

5. It is highly recommended that the electronic e-copy of the complete proposal in PDF (see above no. “2 b,” including the proposal narrative, cost/budget proposal, and any and all attachments/ exhibits) be ALSO received via email at the APSS office. Please submit the electronic e-copy to the attention of the RFP Coordinator, Cyndy S. Pierce, by close of business on Monday, June 1, 2015, HST, at the following email address: ssdposmailbox@dhs.hawaii.gov.

Any questions or inquiries regarding to this solicitation are to be directed to the RFP Coordinator/Program Specialist:

Cyndy S. Pierce, RFP Coordinator/Program Specialist
Telephone: (808) 587-3168
Facsimile: (808) 586-7000
E-mail at: cpierce@dhs.hawaii.gov

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Section 1

Administrative Overview

Section 1 Administrative Overview

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

1.1 Procurement Timetable

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

<u>Activity</u>	<u>Scheduled Date</u>
Public notice announcing Request for Proposals (RFP)	May 1, 2015
Distribution of RFP	May 1, 2015
RFP Orientation	May 6, 2015
	9:00 a.m. – 11:00 a.m.
Applicants’ submission of written questions for written responses deadline	May 8, 2015 No later than 4:30 p.m., HST
State purchasing agency’s response to Applicants’ written questions deadline	May 12, 2015
Discussions with Applicants prior to proposal submission (optional)	As needed
Proposal submission deadline	June 1, 2015
	3:00 p.m., HST
Discussions with Applicants after proposal submission (optional)	As needed
Final revised proposals deadline (optional)	As needed
Proposal evaluation period	June 4-8, 2015
Provider selection	June 8, 2015
Statement of Findings and Decision (Notice of Award)	June 9, 2015
Contract start date	July 1, 2015

1.2 Website Reference

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

For	Click on “Doing Business with the State” tab or
1 Procurement Notices for Solicitations (RFP) website	http://spo.hawaii.gov/ Click on “For Vendors;” click on “Procurement Notices/Bidding Opportunities;” click on “Notice”
2 Procurement of Health and Human Services	http://spo.hawaii.gov/for-vendors/bidding-opportunities/
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 Standard Contract – General Conditions (AG103F13)	http://hawaii.gov/spo/general/gen-cond/general-conditions-for-contracts
5 Cost Principles	http://spo.hawaii.gov/ Search: Keywords “Cost Principles” (refer to online Cost Principles for guidance RE: basic accounting principles)
6 Forms	http://spo.hawaii.gov/all-forms/ Select “Vendor” at “Audience” pull down menu; Select “Health and Human Services” at “Category” menu
7 Protest Procedures/Forms	http://spo.hawaii.gov/ Click on “Vendors Guide”

Non-SPO websites

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

For	Go to
8 Hawaii Compliance Express (HCE)	http://spo.hawaii.gov/ Click on “HCE”
9 Department of Taxation	www.hawaii.gov/tax/
10 Internal Revenue Service	http://www.irs.gov
11 Department of Commerce and Consumer Affairs, Business Registration	http://cca.hawaii.gov/bac/ Click “Business Registration”
12 Wages and Labor Law Compliance, HRS §103-055	http://labor.hawaii.gov/
13 Campaign Spending Commission	http://hawaii.gov/campaign

1.3 Authority

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

1.4 RFP Organization

This RFP is organized into five sections:

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

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

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

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

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

1.5 Contracting Office

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

Department of Human Services
Social Services Division/Social Services Office
Administrative and Program Support Staff
Tissue Genesis Tower, Fourth Floor
810 Richards Street, Suite 400
Honolulu, Hawaii 96813

1.6 RFP Contact Person

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

Cynthia "Cyndy" S. Pierce, RFP Coordinator
Administrative and Program Support Staff
Telephone: (808) 587-3168
Email: cpierce@dhs.hawaii.gov

1.7 Orientation

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

Date:	May 6, 2015	Time:	9:00 a.m. – 11:00 a.m.
Department of Human Services, Social Services Division, Social Services Office, Administrative and Program Support Staff location as follows:			
Locations:	Tissue Genesis Tower, Fourth Floor	810 Richards Street, Suite 400	Honolulu, Oahu, Hawaii 96813

The RFP Orientation will be held live at the Honolulu location listed above and interested Applicants may attend in-person or participate via teleconference. If you plan to attend, please contact Cyndy S. Pierce, as soon as possible. Ms Pierce may be reached by telephone at: (808) 586-5687 or via email at: cpierce@dhs.hawaii.gov. Please provide the name(s) and/or number of attendee(s), agency name, telephone number, and email address of all those who wish to attend the meeting. If you will be participating via teleconference, please contact Ms. Pierce, with the contact information detailed above, and a telephone number at which you may be reached in order for Ms. Pierce to connect in to the meeting on May 6, 2015.

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

1.8 Submission of Questions

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

Applicants' submission of written questions deadline:

Date and Time: May 8, 2015, no later than 4:30 p.m. Hawaii Standard Time

State purchasing agency will post response to Applicants' written questions on approximate:

Date: May 12, 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 specified in Section 1, Item 1.2, "Website Reference," of this RFP. See Section 5, "Proposal Application Checklist," of this RFP for the location of program-specific forms.
- 1. Proposal Application Identification (Form SPOH-200).** The form provides the Applicant's proposal identification.
 - 2. Proposal Application Checklist.** The checklist provides the Applicant's specific program requirements, the reference and location of required RFP proposal forms, and the order in which all proposal components should be ordered and submitted to the state purchasing agency.
 - 3. Table of Contents.** A sample Table of Contents for proposals is located in Section 5, "Attachments," of this RFP. This is a sample and meant as a guide. The Table of Contents may vary depending on the RFP.
 - 4. Proposal Application (Form SPOH-200A).** The Applicant shall submit comprehensive narratives that address all proposal requirements specified in Section 3, "Proposal Application Instructions," of this RFP including a cost proposal/budget, if required.
- B. Program-Specific Requirements.** Program-specific requirements are included in Section 2, "Service Specifications," and Section 3, "Proposal Application Instructions," of this RFP, as applicable. Required State and/or Federal certifications are listed in Section 5, "Proposal Application Checklist," of this RFP.
- C. Multiple or Alternate Proposals.** Multiple or alternate proposals shall not be accepted, unless specifically provided for in Section 2, "Service Specifications," of this RFP. In the event alternate proposals are not accepted and an Applicant submits alternate proposals, but clearly indicates a primary proposal, it shall be considered for award as though it were the only proposal submitted by the Applicant.
- D. Hawaii Compliance Express (HCE).** All Providers shall comply with all laws governing entities doing business in the State. Providers shall register with Hawaii Compliance Express (HCE) for online compliance verification from the Hawaii State Department of Taxation (DOTAX), Internal Revenue Service (IRS), Department of Labor and Industrial Relations (DLIR), and Department of Commerce and Consumer Affairs (DCCA). There is a nominal annual registration fee (currently \$12) for the service. The HCE's online "Certificate of Vendor Compliance" provides the registered Provider's current compliance status as of the issuance date and is accepted for both contracting and final payment purposes. See Section 1, 1.2 Website Reference of this RFP for HCE's website address.
- 1. Tax Clearance.** Pursuant to HRS §103-53, as a prerequisite to entering into contracts of \$25,000 or more, Providers are required to have a tax clearance from DOTAX and the IRS. See Section 1, 1.2, "Website Reference," of this RFP for DOTAX and IRS website addresses.
 - a. Labor Law Compliance.** Pursuant to HRS §103-55, Providers shall be in compliance with all applicable laws of the State and Federal governments relating to Workers' Compensation, Unemployment Compensation, Payment of Wages, and Safety. See Section 1, 1.2, Website Reference, of this RFP for DLIR'S website address.
 - b. DCCA Business Registration.** Prior to contracting, owners of all forms of business doing business in the State, except sole proprietorships, charitable organizations, unincorporated associations, and foreign

insurance companies, shall be registered and in good standing with the DCCA, Business Registration Division. Foreign insurance companies must register with the DCCA, Insurance Division. See Section 1, 1.2, "Website Reference," of this RFP for DCCA'S website address.

- E. **Wages Law Compliance.** If applicable, by submitting a proposal the Applicant certifies that the Applicant is in compliance with HRS §103-55, Wages, Hours, and Working Conditions of Employees of Contractors Performing Services. Refer to HRS §103-55 at the Hawaii State Legislature website. See Section 1, 1.2, "Website Reference," of this RFP for DLIR'S website address.
- F. **Campaign Contributions by State and County Providers/Contractors.** HRS §11-355 prohibits campaign contributions from certain State or county government Providers/Contractors during the term of the contract if the Providers/Contractors are paid with funds appropriated by a legislative body. Refer to HRS §11-355. See Section 1, 1.2, "Website Reference," of this RFP for the Campaign Spending Commission's website address.
- G. **Confidential Information.** If an Applicant believes any portion of a proposal contains information that should be withheld as confidential, the Applicant shall request in writing for nondisclosure of designated proprietary data to be confidential and provide justification to support confidentiality. Such data shall accompany the proposal, be clearly marked, and be readily separable from the proposal to facilitate eventual public inspection of the non-confidential sections of the proposal.
Note: Price is not considered confidential and will not be withheld.
- H. **Proposal Submission.** **FOR PROPOSAL SUBMISSION INFORMATION REGARDING THIS RFP PLEASE REFER TO THE PROPOSAL SUBMISSION INFORMATION SHEET AT THE BEGINNING OF THIS RFP.**

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

Proposals shall be rejected when:

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

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

1.10 Discussions with Applicants

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

1.11 Opening of Proposals

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

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

1.12 Additional Materials and Documentation

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

1.13 RFP Amendments

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

1.14 Final Revised Proposals

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

1.15 Cancellation of Request for Proposal

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

1.16 Costs for Proposal Preparation

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

1.17 Provider Participation in Planning

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

are required

are not required

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

Provider participation in a state purchasing agency's efforts to plan for or to purchase Health and Human Services prior to the release of an RFP, including the sharing of information on community needs, best practices, and Providers' resources, shall not

disqualify Providers from submitting proposals if conducted in accordance with HAR §§3-142-202 and 3-142-203.

1.18 Rejection of Proposals

The State reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in this RFP and which demonstrate an understanding of the problems involved and 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:

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

1.19 Notice of Award

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

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

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

1.20 Protests

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

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

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

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

1.21 Availability of Funds

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

1.22 General and Special Conditions of Contract

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

1.23 Cost Principles

To promote uniform purchasing practices among state purchasing agencies procuring Health and Human Services under HRS Chapter 103F, state purchasing agencies will utilize standard cost principles outlined in Form SPOH-201 which is available on the SPO website. See Section 1, 1.2, "Website Reference," for SPO'S website address. Nothing in this section shall be construed to create an exemption from any cost principle arising under Federal law.

Section 2

Service Specifications

Section 2

Service Specifications

2.1 Introduction

A. Overview, purpose or need

The Department of Human Services is seeking proposals for services to achieve safe, nurturing, and permanent families for children on the island of Kauai.

High unemployment and a lack of resources continue to create stress for Kauai families. Traditionally, the majority of available family support services have been located in and around Lihue, the economic and administrative hub of the island. Families in other more rural communities do not have easy access to these services. The Kauai Regional Planning Committee has identified East and West Kauai as having high-risk populations, particularly because of high unemployment and underemployment. The result of providing services for families with children in these two geographical locations on Kauai will be to strengthen, support and preserve families who are known to Child Welfare Services or at-risk for child abuse and neglect, or in crisis.

Direct services activities provided through community-based facilities may include, but not be limited to, crisis intervention, counseling, outreach services, early childhood education, assistance in obtaining needed resources, promotion of socialization skills, parenting groups, parent-child interaction activities that enhances the parent child bond, hands on parenting instructions, workshops that will support and strengthen the family unit i.e.: workshops on how to do a family budget.

In addition to the direct service activities needed for families, it is critical to engage local communities and develop resources for families by assisting communities in assessing their capacities and needs for supporting families, and forming networks of resources for families in need.

B. Planning activities conducted in preparation for this RFP

Information from funders (legislature, federal agencies, private foundations, etc.) on funding terms and conditions;

Information from other state agencies on services to the same target group;

Views of service recipients and community advocacy groups on conditions affecting achievement of desired goals;

Views of provider organizations on how to improve service specifications; a request for information (RFI) process may have been used for this purpose;

<input checked="" type="checkbox"/>	Information from POS monitoring and other <u>reports</u> for current contracts; and
<input checked="" type="checkbox"/>	Other data (socio-economic and health trends, waiting lists for services, client satisfaction surveys, etc.).

Planning information may be obtained from Cynthia “Cyndy” S. Pierce, RFP Coordinator, by email at: cpierce@dhs.hawaii.gov.

C. Description of the service goals

The goals are comprised of three broad outcome domains in the continuum of child welfare services: safety, permanency, and child and family well-being. In administering and conducting the service activities, the safety of children to be served shall be of paramount concern. Service activities shall be based on the principles of family-centered, strengths/needs-based practice.

The guiding principles of family-centered-based practice in the Child Welfare Services Branch are:

1. The safety of children is the paramount concern that must guide all child welfare services. Child safety must be the paramount concern when making service provision, placement, and permanency planning decisions.
2. Reasonable efforts to maintain and reunify families are important, except when it is determined that the child’s safety in the family cannot be assured due to certain aggravated circumstances, or after a period of twelve (12) months of service activities, the Department shall move towards a permanent placement for the child. Thus, risk and safety assessment skills are important in maintaining the quality of child welfare services and decision-making.
3. Children should be helped to stay with their families, when safety can be assured, through the provision of timely, appropriate, quality, individualized service activities and supports that build on the strengths of children and families and are responsive to their needs.
4. Family crises provide opportunities to the families to address problems. When timely, high quality, and appropriate services are provided to families in crisis, family members, Child Welfare Services Branch staff, and Family Courts are able to make informed decisions about biological, foster, or adoptive parents’ ability to protect and care for their children.
5. Service activities must be relevant and useful for the family, coordinated, and collaborative, and provided in all designated geographic areas under the contract.
6. Service activities must be competent, culturally appropriate and responsive to the strengths, needs, values and preferences of the child and family, and delivered in a manner that is respectful of and builds on the strengths of the family, the community, and cultural ties. Service activities must address the

physical, social, emotional, and educational needs of the child and the family's ability to protect the child. Service activities must provide clear and attainable goals and objectives for each participant.

7. Service activities must be individualized, addressing the unique capacities and needs of each child and family.
8. Service activities must empower families to help themselves and to gain and maintain mastery and control over their ability to protect their children.

D. Description of the target population to be served

Families to be served may be:

1. Referred by Department of Human Services, Child Welfare Services (CWS), Voluntary Case Management Services (VCM), or Family Strengthening Services (FSS);
2. Self-referred/walk-ins individuals and families not known to CWS, VCM, or FSS.

E. Geographic coverage of service

The geographic area for this RFP is the East and West sides of the island of Kauai.

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

The funding amount available for SFY 2016 for this service is \$300,000 and, depending upon the availability of funds, this amount may be available in SFY 2017.

Funding increases and decreases are subject to the availability of funds, service need, utilization, and satisfactory performance, as determined by the Department.

Funding for any given year, or for the contract as a whole, may increase up to 300% of the original amount without being considered a fundamental change according to section 3-149-303(d) of the Hawaii Administrative Rules.

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. The PROVIDER shall comply with the Chapter 103F, HRS, Cost Principles for Purchases of Health and Human Services identified in SPO-H-201 (Effective 9/2011), which can be found on the State Procurement Office website.
2. The PROVIDER must not charge families for contracted services without the prior approval of the STATE.
3. At the request of the STATE, the PROVIDER must submit to the STATE, if applicable, subcontracts with other agencies for services under the Agreement, prior to the service being provided, for review for appropriateness and relevancy. The PROVIDER shall ensure that all subcontractors comply with the requirements of the contract, which includes this RFP. Upon the request of STATE, the PROVIDER shall submit documentation of the subcontractor's compliance with the requirements of the contract.
4. The PROVIDER shall have an accounting system in compliance with generally accepted accounting principles.
5. As applicable, services must be provided within contracted time limits, or if no time limits are specified, within a reasonable time as well as on weekends and evenings to accommodate clients' work hours.
6. The PROVIDER must assure and be responsible for the provision of service activities throughout the geographic area to the full extent of the proposed and contracted resources and funding. Recruitment of staff from the specific geographic area is preferred.
7. The PROVIDER must make fully available each contracted service activity, specified in this RFP, to children and families from all geographical areas specified in the contract.
8. The PROVIDER shall have experience in working with individuals and/or families that identify as Lesbian, Gay, Bisexual, Transgender, and Questioning/Queer (LGBTQ), and be able to provide services that meet gender needs of the LGBTQ population.

9. The PROVIDER must provide service activities in concurrence with the Department's statutory mandates under 45CFR 1340, Hawai'i Revised Statutes Chapters 346, 350, and 587, and Hawai'i Administrative Rules and Departmental procedures. The PROVIDER must provide services in concurrence with the philosophy and treatment goals related to safety of children, the family's ability to protect the child, and the youth's transition to self-sufficiency.
10. When there is a disagreement between the PROVIDER'S staff and the DEPARTMENT'S staff, in regard to the performance of service activities within contracted specifications, the wishes of the DEPARTMENT of Human Services shall prevail. Failure of the PROVIDER to comply with the DEPARTMENT'S wishes shall be deemed cause for corrective action and potential contractual remedies, including possible termination.
11. During the term of the contract, the parties may renegotiate terms and conditions related to the performance of the PROVIDER, including, but not limited to, measurable outcomes, benchmarks for monitoring timely and adequate provision of services, special reporting requirements, pricing methodology, units of service, unit rates, penalties, incentives, and bonuses. At the time of the renegotiation either party has the right to terminate the Agreement under General Conditions, paragraph 4.3 or 4.4 as applicable. Any amendments to the Agreement will not constitute a fundamental change as defined in §3-149-303(d) of Hawaii Administrative Rules. A fundamental change is one which "is so great that a reasonable purchasing agency would, in light of all the circumstances, re-procure the required services instead of amending an existing contract in order to assure that the STATE is receiving the most advantageous bargain."
12. The contract will be modified, if necessary, to comply with any changes in federal or State statutes or rules or the requirements of various funding sources. In the event such changes are necessary, the DEPARTMENT will notify the PROVIDER in writing of the need for the change and the proposed changes. The PROVIDER will have the opportunity to discuss the changes prior to their implementation.
13. The PROVIDER must assure and be responsible for the continuity of service activities in the event of staff illness, medical emergencies, vacancies, or other situations that result in program resources that are less than proposed and contracted for. The PROVIDER must not require nor depend on the DEPARTMENT'S staff to provide service activities in the event that program resources are not available due to the above situations.
14. The PROVIDER must ensure smooth transitions between service activities for families under the contract and, if applicable to a new service PROVIDER, when the contract ends.
15. The PROVIDER shall ensure that all service reports and documentation necessary to monitor and evaluate the quality, quantity, and timeliness of service activities are provided to the DEPARTMENT in a timely manner, in

accordance with established procedures. The PROVIDER must keep files documenting information about the services provided, including, but not limited to: referrals and intakes, assessments and service reports or plans (including goals, objectives and services activities), case status reports, case discharge reports, and other appropriate documentation necessary to monitor and evaluate the quality, quantity and timeliness of service activities. This information shall be forwarded to the DEPARTMENT using a format and schedule determined by DHS.

16. The PROVIDER must assure that all staff meet the minimum educational requirements as required by the DEPARTMENT.
17. Throughout the term of the contract, the PROVIDER must maintain a system for evaluating the quality and effectiveness of the activities provided with respect to client outcomes. The evaluation process must include credible and tested measurement tools or instruments to be used to assess program efficacy in meeting performance and quality standards, including identifying indicators of client change, if applicable. The evaluation process must also include a protocol or plan for making improvements or taking corrective action, based upon evaluation findings. Upon request, the PROVIDER must provide the DEPARTMENT with copies of its evaluation documentation and plans for improvements/modifications, as well as any other reports that include the contracted service.
18. The PROVIDER shall conduct criminal history and CWS Child Abuse and Neglect (CA/N) registry checks and shall ensure that no employee or volunteer has a record of criminal convictions or CWS involvement that would pose a risk to the health, safety, or well-being of children and families.
19. The PROVIDER shall cooperate with DHS, as requested, to implement changes to the program, including changes in target populations to be served and/or service delivery.
20. The PROVIDER shall participate in quality assurance/improvement projects, as requested by DHS, for research and evaluation purposes. Such activities shall include one (1) Child and Family Service Review (CFSR) per year, per qualified staff as requested and arranged by DHS. Qualifications of provider staff to participate in the CFSR shall be determined by DHS. Other quality assurance/improvement activities will include data collection and other future requests related to current DHS initiatives, activities and programs. The PROVIDER will be requested to provide records for review by the DHS for these purposes.
21. No contract proposals shall be accepted from any applicant who lacks any license necessary to conduct the business being sought by this RFP (HRS 103F-401.5). This section prohibits the acceptance of contract proposals from any applicant, who lacks any license necessary to conduct the business being sought by this RFP. If Hawaii or federal law requires a PROVIDER to be licensed to perform services, then any proposal submitted by an applicant lacking the requisite license(s) by the proposal submittal deadline shall be rejected and not evaluated. If a health or human service requires a PROVIDER to be licensed, accredited or certified, to perform the service

solicited under this RFP, the proposal shall include written verification of active licensure, current accreditation or certification from the appropriate licensing, accrediting, or certifying organization. Proposals that lack the required verifications, as specified in this RFP, will be rejected and not evaluated.

22. Proposals submitted shall include all costs, fees, and taxes, and any award or contract shall be for the amount of the proposal. No award or contract shall include any other payment, rebate, or direct or indirect consideration that is not included in the proposal, such as insurance or general excise tax rebates to or waivers for an applicant or bidder (HRS 103F 401.5). The contract amount may be adjusted during the term of the contract, based upon availability of funds and pursuant to applicable statutes, or as provided for in the Request for Proposals. The contract amount may be increased or decreased based on changes to the scope of service, as supported by revised Performance Measurement Forms A, B, and C, program utilization, and provider performance.

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

23. The PROVIDER shall ensure the program's capacity to deliver services to all clients, including those with limited English proficiency and/or physical limitations to the maximum extent practicable.
24. The PROVIDER shall provide timely and accurate case documentation necessary to monitor and evaluate the quality, quantity, and timeliness of service activities to the DEPARTMENT'S staff including VCM and FSS staff. The PROVIDER must maintain files documenting information that includes, but is not limited to: referral and intakes, assessment and service plans (including goals, objectives, and service activities), case status reports, case discharge reports. This information shall be forwarded to the DEPARTMENT using an electronic format and schedule determined by the DEPARTMENT. Reports shall be provided, as requested by the DEPARTMENT or VCM and FSS providers.

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

Not Allowed

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

- Single Multiple Single & Multiple

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 each contract: One (1) year, anticipated to be 7/01/2015 through 6/30/2016.

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

Number of possible extensions: One (1) extension

Maximum length of contract: Two (2) years from 7/01/2015 through 6/30/2017, subject to Option to Extend provision in the Special Conditions of the contract. See Exhibit "F", Special Conditions, in Section 5 of the RFP.

Conditions for extension:

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

2.4 Scope of Work

The scope of work encompasses the following tasks and responsibilities:

A. Service Activities

(Minimum and/or mandatory tasks and responsibilities)

1. Information and Referral Service.

The project will provide information and referral services, to help families access services by making contacts as needed, and to track the outcomes of the referrals made.

2. Provision of Mediation, Family, and Relationship Counseling.

Provision of counseling and support services appropriate to address the family's needs and the level of risk for child abuse and neglect the family is experiencing, such as parenting classes, parenting a difficult teen, marital, family, individual, and group counseling for the child and adult family members as family support, and to support reunification efforts.

3. Resources to Meet Basic Needs.

The program will provide food and clothing to meet the basic needs of those members of the target group that are seeking emergency assistance.

4. Collaboration with Other Service Providers.

A major goal of the program is to improve access to services for the target group by **bringing a critical mass of resources to bear at a central location**. The program will provide co-location for a range of services in East and West Kauai, including (but not limited to) family support, child abuse and neglect prevention and/or treatment, education and/or employment, and maternal and child health services.

5. Advisory Board and Volunteer Recruitment.

Establishment of an advisory board of community representatives is required to oversee all program activities and to approve agreements between the program and other service providers. The program will also recruit, screen, and train program volunteers to ensure flexible hours, assist with program activities, and provide work opportunities for welfare-to-work program participants.

6. Outreach Services to the Target Group.

The program will provide outreach services to engage target group members in services that promote child safety and strengthen family functioning. Outreach activities will include, but are not limited to, home visits, telephone contacts, hands-on instruction in parenting, family budgeting, nutrition, information and referral, and transportation to ensure access to necessary services. In addition, activities shall be conducted to raise community awareness of available services.

7. Child care

Childcare is to be provided to target group families requiring childcare during activities and services provided under this contract. The provider is responsible for determining compliance with Department childcare rules and requirements. To the extent that the family may rely upon family members or neighbors to provide this service, staff approval will be required to ensure that the child safety issues are adequately addressed.

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

1. Personnel

- a. The provider shall demonstrate the experience and qualifications relevant to the services being purchased. Staff should have the educational qualifications, necessary training, and appropriate licensure to provide the activities specified.
- b. Counseling and clinical therapy require, at a minimum, staff with a master's degree in social work or a related field from an accredited institution with a minimum of one-year experience.
- c. Educational and support services staff shall have, at minimum, a bachelor's degree from an accredited institution, or equivalent training and experience approved by the Department. Staff shall be under the supervision and direction of a program coordinator with a master's degree in social work or related field. Substitution of a master's degree in a related field and demonstrated experience in counseling/rehabilitative services may be considered for the supervisor.
- d. Staff must have experience in dealing with domestic violence, child abuse and neglect and substance abuse; and must be willing to work with families that present safety issues. In lieu of experience, staff must have received training in these areas.
- e. All staff must be licensed, where applicable, to practice in the State of Hawaii.
- f. When disagreement between the provider staff, the Regional Planning Committee, and the Department's staff exists in regard to the performance of service activities within contracted specifications, the wishes of the Department shall prevail. Failure on the part of the provider to comply shall be deemed cause for corrective action and subject to contractual remedies.
- g. The applicant must provide reasonable accommodations to assure the applicant's capacity to deliver services to those clients with minimal English speaking abilities or physical limitations.
- h. Staff shall have the educational qualifications and necessary training to provide the activities request. The Department will consider waiver on a case-by-case basis. If a provider requests a waiver it must be in writing and provide the following:
 - i. The reason for the requested waiver;
 - ii. Justification for the request, i.e. staff may not have the required educational background, but may have years of training and experience and can demonstrate their ability to adequately perform the position's duties.

- iii. A resume for the individual for whom the waiver is being requested;
- iv. An explanation of the training and level of supervision that will be provided to the individual;
- v. The duration of the waiver request.

2. Administrative

The PROVIDER shall implement policies and procedures to maintain personnel/provider files of training, supervision, credentialing, and ongoing monitoring on all mental health professional/staff performance.

THE PROVIDER shall have the necessary infrastructure to support the provision of services in compliance with the standards as specified herein.

THE PROVIDER shall maintain supporting documentation for credentialing in separate files located on the PROVIDER'S premises. –PROVIDER shall make this information available to DHS as requested.

The PROVIDER shall collect, maintain and report to DHS, on a quarterly basis, information documenting progress towards achieving the outcome objectives cited in this RFP.

The PROVIDER shall allow DHS representatives or any authorized representatives full access to all case files, excluding client names, and administrative records for the purpose of program evaluation and/or contract monitoring.

The PROVIDER shall maintain and show proof of:

1. General Liability (GL) Insurance of no less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, TWO MILLION DOLLARS (\$2,000,000.00) aggregate (the maximum amount paid for claims during a policy term);
2. Automobile (auto) Liability Insurance of no less than ONE MILLION DOLLARS (\$1,000,000.00) per accident and,
3. Professional Liability (Errors and Omissions) Insurance of no less than ONE MILLION DOLLARS (\$1,000,000.00) per claim, TWO MILLION DOLLARS (\$2,000,000.00) annual aggregate.

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

Subcontracting will be allowed per prior approval from DHS.

3. Quality assurance and evaluation specifications

All contracts shall be monitored by the Department in accordance with requirements set forth by Chapter 103F, Hawaii Revised Statutes. Annual contract monitoring may include site visits with comprehensive evaluation of several areas of performance. These include review of conformance with

standard contractual requirements, agency files, accounting practices, and case record keeping. In addition, ongoing contract monitoring shall include review of monthly and quarterly reports and periodic assessment of program effectiveness.

The provider must maintain throughout the term of the contract a system of self-appraisal and program evaluation, approved by the Department, for evaluating the effectiveness of the activities provided. The evaluation process must include tools or instruments to be used to identify client indicators of change, which are relevant to client outcomes and include a process for making improvements or taking corrective action based upon the evaluation findings.

4. Output and performance/outcome measurements

- a.** The PROVIDER shall propose goal numbers. These figures should be based on the estimated funding, proposed staffing and other factors deemed relevant by the PROVIDER. The STATE will have the final determination on goal numbers for this agreement.
- b.** The PROVIDER shall maintain the capacity to deliver services throughout the term of the Agreement at the levels specified in Forms A, B, and C.
- c.** The effectiveness of the contract will be evaluated according to the utilization of the service (Form A, plus units of service provided, if applicable), the levels of service provided (Form B), and the outcomes achieved (Form C). Where performance under the contract is eighty percent (80%) or less of the goals levels specified on Forms A, B, and C or, if applicable, the number of units of service provided is eighty percent (80%) or less of the program capacity, the PROVIDER shall submit a corrective action plan to remedy the substandard performance, and, at its option, the STATE may reduce payments or funding, or terminate the contract if the proposed corrective action is not successful.
- d.** Unless otherwise agreed to in writing, the numbers of people to be served and the levels of service activity specified in Form A and Form B will change in proportion to future changes in funding under this Agreement.

5. Experience

The PROVIDER shall have verifiable experience with projects or contracts for the most recent five (5) years that are pertinent to the contracted services.

The PROVIDER shall have documented history that demonstrates an understanding of the purpose and scope of the service activities and the necessary skills, abilities, and knowledge of, and experience related to the delivery of the proposed services.

6. Coordination of services

The PROVIDER shall coordinate services to collaborate with other offices within the Department, with other agencies and resources in the community relating to the delivery of the proposed services.

7. Reporting requirements for program and fiscal data

a. Required Program Reports:

Quarterly and year end reports shall be submitted in a format specified by the Department in which the provider summarizes major activities undertaken during the report period. Data to be reported includes the number of service units provided, the number of persons serviced, accomplishments of program outcomes and objectives, problems encountered, recommendations, and proposed future activities.

Program report forms are located in RFP Section 5.

b. Required Fiscal Reports:

1. The PROVIDER shall submit invoices in the format provided by the Department.
2. The PROVIDER shall submit monthly and year end reports listing total expenditures of contract funds, contract revenues received, collections and expenditures from program income and/or other sources of funding according to a schedule established by the Department.

Fiscal report forms are located in RFP Section 5.

C. Facilities

The PROVIDER shall obtain and maintain adequate facilities for satisfactory delivery of contracted services. The two (2) facilities will be located: one (1) on the East side on the island of Kauai; and one (1) on the West side on the island of Kauai.

The PROVIDER'S facilities shall meet ADA requirements, as applicable and special equipment that may be required for services. Facilities must be operational within ninety (90) days of contract start date.

2.5 COMPENSATION AND METHOD OF PAYMENT

- A. Unless otherwise agreed between the PROVIDER and the Department, the pricing structure for this service is checked below. Pricing structures may be revised by mutual agreement throughout the term of the contract.

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

 X Fixed rate where the STATE pays the provider a set rate for a define STATE and the provider agree on the number of units of service to be delivered for the stated contract amount.

 Negotiated rate where the STATE determines the number of units

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

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

The first payment shall be an advance installment. The invoice shall be in a format provided by the Department.

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

All invoices, reports, and other required documents shall be submitted according to a schedule established by the Department

FORM A - PEOPLE TO BE SERVED

ORGANIZATION: _____

PROGRAM/SERVICE: Kauai Center for Resources, Referrals, Counseling and Outreach Services

SITES: Site A: Kauai-East and Site B: Kauai-West

PEOPLE TO BE SERVED: Forms A, B, and C shall be completed per each site and, as such, identified as: Site A: Kauai East Site B: Kauai West	BUDGET PERIOD	
	SFY 2016	SFY 2017
1. Number of Adults Served-Direct Services a) CWS b) VCM c) FSS d) Other: walk-ins, other agency referral	70/Site	70/site
2. Number of Families Served-Direct Services a) CWS b) VCM c) FSS d) Other: walk-ins, other agency referral	50/Site	50/Site
3. Number of Children Served-Direct Services a) CWS b) VCM c) FSS d) Other: walk-ins, other agency referral	75/Site	75/Site

FORM B – SERVICE ACTIVITIES

ORGANIZATION: _____

PROGRAM/SERVICE: Kauai Center for Resources, Referrals, Counseling and Outreach Services

SITES: Site A: Kauai-East and Site B: Kauai- West

SERVICE ACTIVITIES Provide a breakdown of Service Activities provided to clients by agency: CWS, VCM and FSS or Other: walk-ins, other agency	BUDGET PERIOD	
	SFY 2016	SFY 2017
1. Information and referral services: a. Number of referrals made b. Number of referrals made that resulted in services to the family		
2. Counseling and Support Services: a. Number of marital counseling provided b. Number of family counseling provided c. Number of adults provided individual counseling d. Number of group counseling provided <ul style="list-style-type: none"> • Number of adults • Number of children 		
3. Number of Individuals completing parenting classes a. Number of individuals that showed improved skills		
4. Collaboration with other Service Providers: a. Number of service providers in collaboration: b. Number of referrals made that resulted in services for: <ul style="list-style-type: none"> • Adult • Family • Child 		
5. Outreach Services: <ul style="list-style-type: none"> • Number of home visits conducted • Number of transportation services provided • Number of families receiving hands on parenting • Number of adults receiving information on budgeting • Number of adults/families receiving information on nutrition 		
6. Number of families provided <ul style="list-style-type: none"> • food • clothing 		
7. Number of adults receiving child care services		

FORM C - OUTCOMES

ORGANIZATION: _____

PROGRAM/SERVICE: Kauai Center for Resources, Referrals, Counseling and Outreach Services

SITES: Site A: Kauai-East and Site B: Kauai-West

OUTCOMES	BUDGET PERIOD	
	SFY 2016	SFY 2017
1. Families completing service plan	90%	90%
2. Families completing service plan that have established and implemented a child safety plan at case closure	95%	95%
3. Families completing service plan that have no new report of child abuse or neglect at three (3)-month follow-up	90%	90%
4. Families completing service plan that have no new report of child abuse or neglect at six (6)-month follow-up	95%	95%

Section 3

Proposal Application Instructions

Section 3

Proposal Application Instructions

General instructions for completing applications:

- A written response is required for ***EACH*** item in the Proposal Application unless indicated otherwise. Failure to answer any of the items will impact upon the Applicant's score.
- The Applicant is ***strongly*** encouraged to review the evaluation criteria in Section 4, "Proposal Evaluation," when completing the Application.
- The Proposal Application shall be submitted to the state purchasing agency using the prescribed format outlined in this section.
- The numerical outline for the Proposal Application, the titles/subtitles, and the Applicant's 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 deleted.
- Page numbering of the Proposal Application should be consecutive beginning with page one and continuing through for each section. See Section 5, "Table of Contents," of this RFP.
- The Applicant must also include a Table of Contents in the Proposal Application. See Section 5, "Table of Contents." of this RFP.
- The Proposal Application Form (SPOH-200A) is available on the SPO website. See Section 1, 1.2, "Website Reference." However, the website form will not include items specific to this RFP. If using the website form, the Applicant shall include ***ALL*** the items listed in Section 3.
- Tabbing of sections in the Proposal Application is recommended.
- The Proposal Application may be submitted in a three ring binder (optional).

The Proposal Application is comprised of the following sections. The Applicant shall submit proposals using the following formatting requirements:

- 12 point font size
- 1 inch margins

The DHS prefers that the Applicant does not exceed the listed number of pages for the narrative portion for each section (this does not include pertinent attachments):

- Proposal Application Identification Form (1 page)
- Table of Contents (2 pages)
- Program Overview (1 page)
- Experience and Capability (15 pages)
- Project Organization and Staffing (8 pages)
- Service Delivery (15 pages)
- Financial (5 pages)
- Other (2 pages)
 - Litigation

3.1 Program Overview

No points are assigned to Program Overview. The intent is to give the Applicant the opportunity to provide the evaluators with a brief overview of the Applicant agency's mission, the program and services being offered, and the goals and objectives of the proposed service activities for the target population in the geographic area.

3.2 Experience and Capability (20 points)

A. Necessary Skills (5 of 20 points)

The Applicant shall **demonstrate** that it has the necessary skills, abilities, and knowledge relating to the delivery of the proposed services. The Applicant may provide service outcome reports and letters of community support. Reports/letters shall be attached to the Application.

B. Experience (5 of 20 points)

1. The Applicant shall have verifiable experience with other contracts/projects for a minimum of five (5) years within the most recent five (5) years that are pertinent to the service activities detailed in Section 2, 2.4 Scope of Work of this RFP. (4 points)
2. The Applicant shall provide the following information regarding each of its pertinent contracts/projects listed:
 - a. Contract/project identification number
 - b. Contracting agency
 - c. Name of contact person, phone number, mailing address, and email address of the contracting agency
 - d. Title of the service and a brief description of the service

This will document that the contract(s) are pertinent to the service activities detailed in this RFP.
(1 of 20 points)

The DHS reserves the right to contact the above contracting agencies to verify the Applicant's experience.

C. Quality Assurance and Evaluation (4 of 20 points)

The Applicant shall describe a detailed plan for quality assurance, evaluation, and improvement including **methodology, instruments, and timelines** for the proposed services. The Applicant shall describe its agency's internal review process to ensure conformance with specified contract requirements, the Administrative Assurances, accurate tracking of performance/outcome measures, program effectiveness, accurate record keeping, adequate accounting practices, and adequate maintenance of agency files. The Applicant shall outline a process for implementing positive changes from the quality assurance data collected to ensure on-going quality service delivery.

D. Coordination of Services (5 of 20 points)

1. The Applicant shall describe a detailed plan that demonstrates its capability of coordinating services to clients with the DHS including mutual development of a client service plan with CWS and DRS staff and ongoing communication with CWS and DRS staff about the client's progress with the service plan. **(3 of subtotal 5 points)**
2. The Applicant shall describe a detailed plan that demonstrates its capability of coordinating services to clients with other community agencies/resources including identification of, information about, and referral to other community agencies/resources to meet the client's needs, as applicable. **(2 of subtotal 5 points)**

Evidence of the Applicant's capabilities such as verification letters, meeting minutes, or other documentation shall be attached to the Application.

E. Facilities (1 point of 20 points)

The Applicant shall provide detailed information demonstrating the appropriateness/adequacy of its facilities relative to the proposed services including: the street address of its facilities, a description of its facilities, how the facilities meet ADA requirements, as applicable, and any special equipment that may be required to deliver the proposed services.

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

3.3 Project Organization and Staffing (20 points)

A. Staffing

1. **Proposed staffing (5 of 20 points)**

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

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

2. **Staff qualifications (4 of 20 points)**

The Applicant shall provide position titles and descriptions that include the minimum qualifications (education and experience) for each staff position budgeted to the contract directly including back-up staff for direct service staff. The Applicant shall provide clear documentation that all staff shall have the necessary licenses to deliver the proposed services. These minimum qualifications must meet the minimum personnel requirements of this RFP and be sufficient to ensure quality program/service delivery. See Section 2, "Service Specifications," as applicable.

Position titles shall match the titles listed on the Program Specific Chart.

The Applicant shall have program accommodations to provide services to a multicultural and multilingual population. The Applicant's staff shall have experience in providing services to this population.

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

B. Project Organization

1. Supervision and training (4 of 20 points)

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

2. Organization charts (2 of 20 points)

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

The Applicant shall also provide:

- a. An Organization-Wide Chart showing where the proposed program fits within the Applicant's agency.
- b. A Program-Specific Chart that details for each staff position budgeted to the contract:
 - Position title;
 - Minimum qualification level (e.g. high school diploma, Bachelor's degree, Master's degree);
 - Full-time equivalency (FTE) to the Applicant's agency and to the program;
 - The lines of authority/supervision.

The position titles in the Organization-Wide and Program-Specific Charts shall match the titles in the position descriptions.

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

The Organization-Wide and Program- Specific Charts shall both be attached to the Application.

C. Performance Measurement Forms A, B, and C (5 of 20 points)

The Applicant shall propose and justify reasonable goal and outcome numbers and percentages for all items listed on Performance Measurement Forms A, B, and C. The Applicant shall explain the factors they were based upon, such as estimated funding, proposed staffing, and other factors deemed relevant by the Applicant. The State shall have the final determination on goal and outcome numbers and percentages for this contract.

3.4 Service Delivery (50 points)

The Applicant shall describe in detail a clear and practical proposed method of service delivery and management requirements from Section 2, 2.4, "Scope of Work," including a fully completed and detailed Work Plan of relevant service activities and tasks, work assignments and responsibilities, and timelines/schedules. A Work Plan format is located in Section 5, "Attachments," of this RFP.

Note: It is not acceptable to simply repeat language in the RFP when addressing the specific service activities and tasks.

The Applicant shall describe the following items listed in the Work Plan:

A. Referral and Case Closure (5 of 50 points)

The Applicant shall provide detailed information on its referral and case closure process including but not limited to:

1. How client referrals will be received and processed
2. How the client and the DHS will be notified of the program's response to the referral
3. How the client will be discharged from the program
4. How client cases will be closed
5. How the client and the DHS will be notified of the discharge from services and case closure

B. Direct Service Plan Provision (30 of 50 points)

The Applicant shall provide a **detailed, comprehensive, and practical plan** for the delivery of services in the areas specified below:

1. Assessment and evaluation of referred clients including, but not limited to, assessment of client strengths and areas for improvement.
2. Development of a service plan with the client including, but not limited to, utilizing relevant services activities and establishing realistic client goals and outcomes.
3. Delivery of the proposed service activities.
4. Coordinating services with other community agencies/resources to meet the client’s needs, as applicable.

See Section 2, 2.4, “Scope of Work,” and Section 5, “Work Plan Format,” of this RFP for details.

C. Coordination with the DHS (10 of 50 points)

The Applicant shall provide a detailed explanation of how the program will work with the DHS to establish for the client:

1. Agreed upon services;
2. Common service goals;
3. Agreed upon outcomes.

D. Grievance and Dispute Resolution Procedures (5 of 50 point)

The Applicant shall provide a policy and procedure to positively address grievances/disputes between:

1. The client and the Provider; and
2. The Provider and the DHS.

3.5 Financial (10 points)

A. Pricing Structure – Proposed Budget (9 of 10 points)

1. The Applicant shall submit a clear, detailed budget that utilizes the pricing structure designated by the state purchasing agency in Section 2, Item 2.5, “Compensation and Method of Payment.” The budget shall fully support the delivery of the proposed services and the Scope of Work, including Performance Measurement Forms A, B, and C. **(4 of subtotal 9 points)**
2. The Applicant shall fully complete and submit **ALL** required budget information using the forms listed below. All budget forms, instructions, and samples are located on the State Procurement Office website. See Section 1, Item 1.2, “Website Reference,” of this RFP. **ALL** budget forms shall be fully completed and shall be attached to the Application. **(1 point of subtotal 9 points)**

SPO-H-205:	Budget
SPO-H-206A:	Personnel- Salaries and Wages Must Include All Scheduled Pay Raises
SPO-H-206B:	Personnel – Taxes, Assessments, Fringe
SPO-H-206E:	Contractual Services - Administrative

SPO-H-206F:	Contractual Services - Subcontracts
SPO-H-206H:	Program Activities
SPO-H-206I:	Equipment Purchases
SPO-H-206J:	Motor Vehicles

Note: The Applicant is advised that, for budgeting purposes, there are insurance requirements and auditing requirements under this contract. See Section 5, Attachment E., "General Conditions," and Attachment F, "Special Conditions," for all Insurance Requirements for this RFP.

Note: The Applicant shall review HRS Chapter 103F, "Cost Principles for Purchases of Health and Human Services," for allowable expenditures. Travel for training purposes, Interisland Travel, and Out-of-State Travel are not allowed.

3. All budgeted costs (personnel and non-personnel) shall be appropriate considering the service activities and tasks to be delivered. The Applicant shall clearly explain how it verified that all budgeted costs are reasonable and comparable to similar costs in the community. The Applicant's budget shall be in compliance with any applicable laws, regulations, and rules. **(3 of subtotal 9 points)**

4. The Applicant shall provide a clear and separate budget for the administrative costs, not to exceed fifteen percent (15%) of the annual funding amount, and justify the costs. If the Applicant has a federally-approved indirect rate, the Applicant shall provide the approval letter and the general categories used to determine the federal rate. The Applicant must submit an administrative cost budget despite the Applicant's approval for the federal rate. The Applicant may use the general categories from the federal rate but the Applicant's indirect costs for this contract must not exceed fifteen percent (15%).

The Applicant shall submit the administrative costs budget using the budget forms listed above. All budget forms, instructions, and samples are located on the State Procurement Office website. See Section 1, "Administrative Overview," Item 1.2, "Website Reference," of this RFP. The administrative costs budget, federally-approved indirect rate approval letter, and general categories used to determine the federal rate shall be attached to the Application. **(1 of subtotal 9 points)**

Note: THE AWARDEE ONLY shall be required to submit the following additional budget forms at a later date as part of the contracting process including, but not limited to:

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

All budget forms are located on the State Procurement Office website. See Section 1, Item 1.2, "Website Reference."

B. Other Financial Related Materials: Financial Audit (1 of 10 point)

In order to determine the adequacy of the Applicant's accounting system as described under HAR, the Applicant shall submit its Financial Audit completed within the most recent two (2) years including any management letters that accompanied that audit. The Financial Audit and letters shall be attached to the Application.

3.7 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.

B. Administrative Assurances

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

Section 4

Proposal Evaluation

Section 4 Proposal Evaluation

4.1 Introduction

The evaluation of proposals received in response to this RFP shall be conducted comprehensively, fairly, and impartially. Structural and quantitative scoring techniques shall 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 the proposals. When an evaluation committee is utilized, the committee shall be comprised of individuals with experience in, knowledge of, and program responsibility for program service and financing.

The evaluation shall be conducted in three phases as follows:

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

<u>Evaluation Categories</u>	<u>Possible Points</u>
Administrative Requirements	Pass or Reject
Proposal Application	
Program Overview	0 Points
Experience and Capability	20 Points
Project Organization and Staffing	20 Points
Service Delivery	50 Points
Financial	10 Points
TOTAL POSSIBLE POINTS	100 Points

4.3 Evaluation Criteria

A. Phase 1 - Evaluation of Proposal Requirements

FAILURE TO INCLUDE ANY OF THE REQUIRED DOCUMENTS STATED IN A. 1., "ADMINISTRATIVE REQUIREMENTS," AND A. 2., "PROPOSAL APPLICATION REQUIREMENTS," AS PART OF THE SUBMITTED FINAL PROPOSAL, SHALL RESULT IN REJECTION OF THE PROPOSAL.

1. Administrative Requirements (Pass or Reject)
 - a. Proposal Application Checklist;
 - b. Hawaii Compliance Express, "Certificate of Vendor Compliance," verification;
 - c. Financial Audit (most recent within the last two (2) years) ;
 - d. Administrative Assurances.

2. Proposal Application Requirements (Pass or Reject)
 - a. Proposal Application Identification Form (Form SPOH-200);
 - b. Table of Contents;
 - c. Program Overview;
 - d. Experience and Capability;
 - e. Project Organization and Staffing (including Performance Measurement Forms A, B, and C);
 - f. Service Delivery (including Work Plan);
 - g. Financial (all required forms and documents);
 - g. Program Specific Requirements (as applicable).

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

1. Program Overview (0 of 100 points)

No points are assigned to Program Overview. The intent is to give the Applicant the opportunity to provide the evaluators with a brief overview of the Applicant agency's mission, the program and services being offered, and the goals and objectives of the proposed service activities for the target population in the geographic area.

2. Experience and Capability (20 of 100 Points)

The DHS shall assess the Applicant's experience and capability relevant to the proposed services which shall include:

A. Necessary Skills

The Applicant has **demonstrated** the necessary skills, abilities, and knowledge relating to the delivery of the proposed services. Reports/letters are attached to the Application.

5 points

- B. Experience
1. The Applicant has verifiable experience with other contracts/projects for a minimum of five (5) years within the most recent five (5) years pertinent to the service activities detailed in Section 2 4 points
 2. The Applicant has provided the following verifiable information for each of its pertinent contracts/projects listed:
 - a. Contract/project identification number
 - b. Contracting agency
 - c. Name of contact person, phone number, mailing address, and email address of contracting agency
 - d. Title of the service and a brief description of the service 1 points
- C. Quality Assurance and Evaluation
- The Applicant has described a detailed plan for quality assurance, evaluation, and improvement including **methodology, instruments, and timelines** for the proposed services. 4 points
- D. Coordination of Services
1. The Applicant has described a detailed plan that demonstrates its capability of coordinating services to clients with the DHS including mutual development of a client service plan and ongoing communication about the client's progress with the service plan. 3 points
 2. The Applicant has described a detailed plan that demonstrates its capability of coordinating services to clients with other community agencies/resources to meet the client's needs, as applicable. Letters/meeting minutes/other documentation are attached to the Application. 2 points

E. Facilities

The Applicant has provided detailed information demonstrating appropriateness/adequacy of its facilities relative to the proposed services including: street addresses, description of facilities, and how facilities meet ADA requirements, as applicable.

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

1 point

3. Project Organization and Staffing (20 of 100 Points)

The DHS shall evaluate the Applicant's overall staffing plan for service delivery which shall include:

A. Staffing

1. Proposed staffing (including subcontracted positions): The Applicant has described in detail and justified:
 - a. Staffing pattern;
 - b. Client/staff ratio;
 - c. Caseload capacity
 - d. List of staff positions and whether full or part-time under the contract

These items are reasonable for appropriate service delivery.

5 points

2. Staff qualifications (including subcontracted positions): The Applicant has provided position titles and descriptions including the minimum qualifications (education, experience, license) for each staff position budgeted to the contract directly which are sufficient to ensure quality program/service delivery. Position titles match the titles listed on the Program Specific Chart.

4 points

B. Project Organization

A. Supervision and training: The Applicant has described its ability and a plan to supervise, train and provide administrative direction to staff relative to the delivery of the proposed services.

4 points

B. Organization Charts: The Applicant has described in detail its **approach and rationale** for the structure, functions, and staffing to effectively deliver the proposed service activities and tasks.

The Applicant has also provided and attached to the Application:

a. An Organization-Wide Chart showing where the proposed program fits within the Applicant's agency.

b. A Program-Specific Chart that details for each staff position budgeted to the contract (including subcontracted positions):

- Position title
- Minimum qualification level (e.g. high school diploma, Bachelor's degree, Master's degree)
- Full-time equivalency (FTE) to the Applicant's agency and to the program
- The lines of authority and supervision

The position titles in the Organization-Wide and Program-Specific Charts match the titles in the position descriptions.

2 points

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

The Applicant has proposed and justified reasonable goal and outcome numbers and percentages for all items listed on Performance Measurement Forms A, B, and C and explained the factors they were based on.

5 points

4. Service Delivery (50 Points):

The DHS shall assess the Applicant's clear, practical, and detailed description of its proposed method of service delivery and management requirements from Section 2 including a review of the fully completed and detailed Work Plan of relevant service activities and tasks, work assignments and responsibilities, and timelines/schedules which shall include:

A. Referral and Case Closure

The Applicant has provided detailed information about its referral and closure processes including, but not limited to:

1. How client referrals will be received and processed;
2. How clients and the DHS will be notified about the program's response to referrals;
3. How clients will be discharged from the program;
4. How client cases will be closed;
5. How clients and the DHS will be notified of discharge from services and case closure

5 points

B. Direct Service Plan Provision

The Applicant has provided a **detailed, comprehensive, and practical plan** for the delivery of services in the areas specified below:

1. Assessment and evaluation of the client including client strengths and areas for improvement
2. Development of a service plan with the client including utilizing relevant service activities and establishing realistic goals and outcomes
3. Delivery of the proposed services
4. Coordinating services with other community agencies/resources to meet the clients needs, as applicable

30 points

C. Coordination with the DHS

The Applicant has provided a detailed explanation of how the program will work with the DHS to establish for the client:

1. Agreed upon services;
2. Common service goals;
3. Agreed upon outcomes

10 points

D. Grievance and Dispute Resolution Procedures:

The Applicant has provided a policy and procedure to positively address grievances/ disputes between:

1. The Provider and the client; and
2. The Provider and the DHS.

5 points

5. Financial (10 Points):
The DHS shall examine the Applicant's financial structure for acceptable expenses that support the proposed program which shall include:

A. Pricing Structure

1. The Applicant has submitted a clear, detailed budget utilizing the pricing structure designated in Section 2. The budget fully supports the delivery of the proposed services and the Scope of Scope of Work including Performance Measurement Forms A, B, and C.

4 points

2. The Applicant has fully completed and submitted **ALL** required budget information using the budget forms listed in Section 3. **ALL** budget forms are attached to the Application.

1 point

3. The Applicant's budgeted costs (personnel and non-personnel) are appropriate considering the service activities and tasks to be delivered. The Applicant has clearly explained how it verified that all budgeted costs are reasonable and comparable to similar costs in the community. The Applicant's budget is in compliance with any applicable laws, regulations, and rules.

3 points

4. The Applicant has provided a clear and separate budget for the administrative costs, not to exceed 15% of the annual contract funding amount, and justified the costs. The administrative costs budget and the Federally-approved indirect rate approval letter and general categories used to determine the Federal rate, if applicable, are attached to the Application.

1 point

B. Other Financial Related Materials: Financial Audit:

1. The adequacy of the Applicant's accounting system has been determined through submittal of its Financial Audit completed within the most recent two (2) years including management letters, if applicable. The Financial Audit and management letters are attached to the Application.

1 point

C. Phase 3 - Recommendation for Award

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

SECTION 5

ATTACHMENTS

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

ATTACHMENT A

PROPOSAL APPLICATION CHECKLIST

Proposal Application Checklist

Applicant: _____

RFP No.: SSD-14-POS-4040, O`ahu

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

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

Authorized Signature

Printed Name _____
Title _____

Date

ATTACHMENT B

SAMPLE

PROPOSAL APPLICATION
TABLE OF CONTENTS

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 - SPO-H-206C Budget Justification - Travel: Interisland
 - SPO-H-206E Budget Justification - Contractual Services – Administrative
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 - Program
 - Organization-wide
 - D. Performance and Output Measurement Tables
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 - Table C
 - E. Program Specific Requirements

ATTACHMENT C

PROPOSAL APPLICATION IDENTIFICATION FORM (SPO-H-200)

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

- **The form may be accessed at the search bar by typing in the:**
 - **Title of the form, “Proposal Application Identification Form,” or;**
 - **Assigned number for the form, “SPOH-200.”**

Click on “SPOH-200” to download and complete form

ATTACHMENT D

CRIMINAL HISTORY RECORD CHECK STANDARDS

A Criminal History State Name Check is required.

For more information please refer to Section 2.

For CWSB providers: State name checks are to be obtained from the Hawaii Criminal Justice Data Center (HCJDC) website: (<http://ecrim.ehawaii.gov/ahewa/>). Individuals who do not have access to computer may request information from the following:

Oahu: Hawaii Criminal Justice Data Center
465 South King Street, Room 101
Honolulu, Hawaii 96813

Providers are required to have the official printout on file prior to any prospective employee commencing work on subject contract. Cost for the official printout/results for the criminal history check is a fee of \$10.00 fee.

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

PROTECTIVE SERVICES CENTRAL REGISTRY STANDARDS

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

For more information please refer to Section 2.

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

For CWSB Direct Service Providers: Please go to the DHS website to obtain the "Child Protective Services System Central Registry Clearance Form – Experimental (2/06)" and follow the provided instructions.
<http://humanservices.hawaii.gov/ssd/backgroundcheck>

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

DEPARTMENT OF HUMAN SERVICES
Social Services Division

CRIMINAL HISTORY RECORD CHECK STANDARDS
(Revised 4/18/13)

I. PURPOSE

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

II. STATE CRIMINAL INFORMATION SYSTEM CHECK

- A. Upon implementation of these standards, a check of the Criminal Justice Information System (CJIS) and the Federal Bureau of Investigation (FBI) data system for a criminal history record check shall be conducted when an individual is:
1. Conditionally offered a position as a direct service provider by an agency, purchase of service contractor, or individual employer. Pending the completion of the criminal history record check, the individual may be placed in a non-direct service provider position on a probationary status not to exceed thirty (30) days; or
 2. In a direct service provider position the criminal history record check shall be completed and the results received by the agency, purchase of services contractor or individual employer **prior** to the individual starting direct service work.
- B. The criminal history record check shall include the submission of fingerprints to the FBI and the CJIS for a State criminal history record check.
- C. Individuals shall have a criminal history record check upon initial hire or implementation of these standards and a second criminal history record check twelve months later. Thereafter, State name checks shall be conducted every other year.
- D. The responsibility for conducting a criminal history record check shall rest with the individual seeking to become a direct service provider or the individual/agency/organization hiring the individual as a direct service provider.
- E. The criminal history record checks shall be conducted through:
1. For APCSB providers: The Department of Human Services (DHS) designee contracted to fingerprint individuals and to submit information to and receive information from the FBI and CJIS. The individual shall complete, sign and date the DHS 1645, "Authorization for Criminal History Record Clearance", and submit the completed form to the DHS designee;
 2. For APCSB and CWSB providers: State name checks are to be obtained from the Hawaii Criminal Justice Data Center (HCJDC) website: (<http://ecrim.ehawaii.gov/ahewa/>). Individuals who do not have access to computer may request information from the following:
Oahu: Hawaii Criminal Justice Data Center
465 South King Street, Room 101
Honolulu, Hawaii 96813

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

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

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

III. CONVICTION RECORDS IN HIRING AND TERMINATING DIRECT SERVICE PROVIDERS

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

- A. The criminal conviction shall have occurred within ten (10) years of the date of the criminal history record check. A criminal conviction occurring more than ten (10) years prior to the date of the criminal history record check may be considered when the criminal history of the individual may pose a risk to the health, welfare and safety of service recipients ; and
- B. The crime for which there is a conviction shall have a rational relationship to the direct service provider's position. Rational relationship means the crime for which there is a history is substantially related to the qualifications, duties and responsibilities of the direct service provider position. Crimes having rational relationships to direct service provider positions include any felony, including but not limited to theft, abuse, neglect, assault, or crimes involving violence or sexual offenses.
- C. Exemptions from the requirements of sections III. A. and B. may be approved for APCSB providers by the DHS designee and for CWSB providers by the CWSB.
 - 1. Requests for exemptions shall be made in writing by using form DHS 1673, "Request for Exemption (From Criminal History Records Check Standards or Protective Services Central Registry Check Standards)", or a similar form. The individual seeking the exemption must complete the DHS 1673 or similar form. A copy of the individual's current results of a name inquiry into the State criminal history records check must accompany the request. Fingerprint results for APCSB providers should already be on file with the DHS designee.
 - 2. The "Checklist for Exemption Request" may be used as a reminder of the documents to be submitted for EACH exemption request. All documents shall be submitted to the DHS designee or CWSB.

3. Unless an individual is self-employed, the employer agency must be involved in the exemption process to assure the timely submittal of all required documents and appropriateness of the exemption request. Requests for exemptions shall be routed through the prospective employer agency prior to submittal to the Department or its designee.
 4. **For APCSB Providers:** All documents shall be submitted to the DHS designee. Upon receipt of the written exemption request and other required documents listed on the "Checklist for Exemption Request", the DHS designee shall convene a panel consisting of three (3) professional level multi-disciplinary team members to review the request. The panel shall include individuals in at least two different professions with backgrounds in criminal justice, legal and/or the therapeutic mental health field.
 5. **For CWSB Providers:** All documents shall be submitted to the CWSB Administrator. Upon receipt of the written exemption request and other required documents listed on the "Checklist for Exemption Request", the CWSB Administrator shall convene a panel to review the request. The panel may include the CWSB Administrator or designee, the CWSB Program Development Administrator, relevant CWSB Assistant Program and Section Administrators, and anyone else deemed appropriate by the CWSB Administrator or designee.
 6. The exemption panel shall consider the following:
 - a. The relevancy of the individual's conviction record to the qualifications, functions and duties of the direct service provider position the individual wishes to fill;
 - b. Passage of time since the crime was committed; and
 - c. Any evidence of rehabilitation, such as letters from counselors or therapists attesting to a sustained improvement in the individual's behavior, character references, and activities since conviction, such as employment.
 7. A single factor may not be evidence of rehabilitation. If necessary, the panel shall request additional information from the individual seeking the exemption.
 8. Individuals requesting exemptions shall be informed in writing of the panel's decision within 45 calendar days from the date the panel receives all documents needed for a decision to be made. The panel may extend the 45-day period with cause and a written explanation to the individual seeking the exemption.
 9. Individuals who are dissatisfied with the panel decisions on their exemption requests may:
 - a. Request an informal discussion with the APCSB/CWSB Administrator; and/or
 - b. Appeal the panel's decision to the Child Welfare Services Branch Administrator.
- D. APCSB clients may choose not to conduct criminal history record checks on individuals they hire on their own. Clients who choose not to have criminal history record checks shall complete form DHS 1672, "Consumer-Employer Choice Regarding Criminal History Record Check and Adult Protective Services (APS) Central Registry Check", to acknowledge their understanding of these standards and the purpose for the checks, and their decision not to conduct criminal history record checks or APS Central Registry checks on individuals they plan to hire as direct service providers.

Attachments

DHS 1645 with instructions
DHS 1672 with instructions
DHS 1673 with instructions
Statement of Authenticity
Checklist for Exemption Request

DEPARTMENT OF HUMAN SERVICES
PROTECTIVE SERVICES
CENTRAL REGISTRY CHECK STANDARDS

I. PURPOSE

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

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

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

II. PROTECTIVE SERVICES CENTRAL REGISTRY CHECK

- A. Upon implementation of these standards, a check of the Protective Services Central Registry shall be conducted when an individual is:
1. Conditionally offered a position as a direct service provider by an agency, purchase of service contractor, or individual employer. Pending the completion of the Protective Services Central Registry check, the individual may be placed in a non-direct service provider position on a probationary status not to exceed thirty (30) days; or
 2. In a direct service provider position the Protective Services Central Registry check shall be completed and the results received by the agency, purchase of services contractor or individual employer *prior* to the individual starting direct service work.
- B. Individuals shall have a Protective Services Central Registry check upon initial hire or implementation of these standards and a second Protective Services Central Registry check twelve (12) months later. Thereafter, Protective Services Central Registry checks shall be conducted every other year.
- C. The Department of Human Services or its designee is responsible for conducting the Protective Services Central Registry checks upon request of the individual seeking to become a direct service provider.

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

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

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

APS CENTRAL REGISTRY CHECK

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

CWS CENTRAL REGISTRY CHECK

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

- D. Upon completion of the Protective Services Central Registry check, the Department of Human Services or its designee shall mail a letter to the individual requesting the information or to the agency/organization identified by the individual to receive the information. A copy of each Protective Services Central Registry check shall be retained in the hired individual's personnel file and made available for review by Department staff for compliance monitoring purposes.
- E. A copy of a Protective Services Central Registry check, dated no more than six (6) months before the date an initial Protective Services Central Registry check is required, may be accepted instead of a new Protective Services Central Registry check being performed.

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

When the Protective Services Central Registry check indicates that abuse has been confirmed, the individual/agency/organization hiring the individual as a direct service provider must inquire of that individual as to the nature and circumstance of the confirmed abuse. Information obtained by the individual/agency/organization from the Protective Services Central Registry check shall be taken into consideration when hiring and terminating individuals as direct service providers. An offer of employment shall be withdrawn or the position of a direct service provider shall be terminated when:

- A. A prospective or current direct service provider has a Protective Services Central Registry check indicating that abuse was confirmed and that the abuse occurred within ten (10) years of the date of the Protective Services Central Registry check. A confirmation of abuse occurring more than ten (10) years of the date of the Protective Service Central Registry check may be considered when the abuse confirmation history of the individual may pose a risk to the health, welfare and safety of service recipients; and
- B. The confirmed abuse has a rational relationship to a direct service provider's position. Rational relationship means the confirmed abuse is substantially related to the qualifications, duties and responsibilities of a direct service provider position.
- C. Exemptions from the requirements of sections III. A. and B. may be approved for APCSB providers by the DHS designee and for CWSB providers by the CWSB.

1. Requests for exemptions shall be made in writing by using form DHS 1673, "Request for Exemption (From Criminal Conviction Records Check Standards or Protective Services Central Registry Check Standards)", or a similar form. The individual seeking the exemption must complete the DHS 1673 or similar form. A copy of the individual's current Protective Services Central Registry check must accompany the request.
 2. The "Checklist for Exemption Request" may be used as a reminder of the documents to be submitted for EACH exemption request.
 3. The employer agency must be involved in the exemption process to assure the timely submittal of all required documents and appropriateness of the exemption request. Requests for exemptions shall be routed through the prospective employer agency prior to submittal to the Department or its designee.
 4. **For APCS Providers:** All documents shall be submitted to the DHS designee. Upon receipt of the written exemption request and other required documents listed on the "Checklist for Exemption Request", the DHS designee shall convene a panel consisting of three (3) professional level multi-disciplinary team members to review the request. The panel shall include individuals in at least two different professions with backgrounds in criminal justice, legal and/or the therapeutic mental health field.
 5. **For CWSB Providers:** All documents shall be submitted to the CWSB Administrator. Upon receipt of the written exemption request and other required documents listed on the "Checklist for Exemption Request", the CWSB Administrator shall convene a panel to review the request. The panel may include the CWSB Administrator or designee, the CWSB Program Development Administrator, relevant CWSB Assistant Program and Section Administrators, and anyone else deemed appropriate by the CWSB Administrator or designee.
 6. The panel shall consider the following:
 - a. The relevancy of the individual's protective services history to the qualifications, functions and duties of the direct service provider position the individual wishes to fill;
 - b. Passage of time since the abuse was committed; and
 - c. Any evidence of rehabilitation, such as letters from counselors or therapists attesting to a sustained improvement in the individual's behavior, character references, and activities since the commission of abuse.
 7. A single factor may not be evidence of rehabilitation. If necessary, the panel shall request additional information from the individual seeking the exemption.
 8. Individuals requesting exemptions shall be informed in writing of the panel's decision within 45 calendar days from the date the panel receives all documents needed for a decision to be made. The panel may extend the 45-day period with cause and a written explanation to the individual seeking the exemption.
 9. Individuals who are dissatisfied with the panel decisions on their exemption requests may:
 - a. Request an informal discussion with the APCS/CWSB Administrator; and/or
 - b. Appeal the panel's decision to the Social Services Division Administrator.
- D. APCS clients may choose not to do APS Central Registry checks on individuals they hire on their own. Clients who choose not to have APS Central Registry checks shall complete form DHS 1672, "Consumer-Employer Choice Regarding Criminal Conviction Record Check and Adult Protective Services (APS) Central Registry Check", to acknowledge their understanding of these standards and the purpose for the checks, and their decision not to conduct criminal conviction record or APS Central Registry checks on the individuals they plan to hire as direct service providers.

ATTACHMENT E

GENERAL CONDITIONS

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

Hard copies of the General Conditions will be available at:

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

ATTACHMENT F

SPECIAL CONDITIONS

SPECIAL CONDITIONS

(Revised 5/16/12)

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

- g. Failure of PROVIDER to provide and keep in force such insurance shall be regarded as failure to provide the required services adequately or satisfactorily, entitling STATE to exercise any or all of the remedies provided in this Agreement.
 - h. The procuring of such required policy or policies of insurance shall not be construed to limit PROVIDER'S liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement. Notwithstanding said policy or policies of insurance, PROVIDER shall be obliged for the full and total amount of any damage, injury, or loss caused by PROVIDER or its authorized representatives.
 - i. The STATE reserves the right to amend insurance requirements in order to maintain all contracts in compliance with the most current State requirements.
 - j. At all times, PROVIDER shall comply with all current insurance requirements specified in the Hawai`i Revised Statutes and the Hawai`i Administrative Rules.
3. **Notice.** Any notice, bill, invoice, report, request, correspondence, approval, communication or demand that either party desires or is required by this Agreement to give the other party shall be in writing and either served personally or sent through the United States Postal Service by pre-paid first class mail to the addresses noted below. Either party may change its address by notifying the other party of the change in address in writing. Notices of the change in address shall be deemed communicated within forty-eight (48) hours from the time of mailing if mailed as provided in this paragraph.

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

PROVIDER:

Name: _____

Title: _____

Address: _____

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

records, PROVIDER shall immediately refer all inquiries for information, including subpoenas, to **the AGENCY'S Child Welfare Services Branch Administrator** or representative.

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

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

- a. The PROVIDER is subject to the federal audit requirements specified below; and
 - b. The federal audit addresses whether the PROVIDER'S internal control procedures are effective in meeting the terms and conditions of this Agreement.
9. **Federal Audit Requirement.** The PROVIDER spending Five Hundred Thousand (\$500,000) or more per year in federal financial assistance shall be subject to federal audit requirements under Office of Management and Budget (OMB) Circular A-133, "Audits of State, Local Governments, and Nonprofit Organizations." The PROVIDER shall furnish a copy of any such audit to STATE.
 10. **Federal Funds.** In addition to Section 1.1.2, Federal Funds, of the General Conditions, when receiving Federal Funds, the PROVIDER shall comply with all regulations and requirements of the expending Federal agency and complete all required forms and documents. The PROVIDER shall allow full access to records, reports, files, and other documents so that the program, management, and fiscal practices may be monitored by federal representatives directly connected with the program under this Agreement.
 11. **Accounting System.** The PROVIDER shall maintain an adequate accounting system for keeping procurement and financial records required by STATE, and shall maintain books, records, documents and other evidence which sufficiently and properly reflect all funds received, all direct and indirect expenditures of any nature related to PROVIDER'S performance and provide an adequate audit trail to support the claims for reimbursement under this AGREEMENT. The requirements for an adequate accounting system shall include, but are not limited to:
 - The ability to keep all the procurement and financial records accurately as required by law, the purchasing agency, or the state procurement office;
 - The ability to permit timely development of all necessary cost data in the form required by the specific contract type contemplated; or
 - Compliance with generally accepted accounting principles.
 12. **Maintain Records.** In addition to General Conditions, Section 2.3, Record Retention, PROVIDER shall maintain statistical, clinical and administrative records pertaining to services of this Agreement. The records shall be subject at all reasonable times to inspection or review by STATE or Federal representatives directly connected with the program area under this Agreement.
 13. **Intent to Reduce, Terminate or Deny Services.** The PROVIDER shall notify STATE of its intent to reduce, terminate or deny services to a STATE referred individual or family at least fourteen (14) working days before the date of termination or denial of services, except in cases which require immediate termination, or as stated elsewhere in this Agreement.

14. **For Business Termination.** In addition to the requirements of Section 4.2, Termination in General, in the General Conditions, PROVIDER further agrees to the following: if PROVIDER shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets, or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Code or any other statute of any state relating to insolvency or the protection of rights of creditors, then at the option of STATE this Agreement shall terminate and be of no further force and effect and any property or rights of STATE, tangible or intangible, shall immediately without further notice or demand, be returned to STATE.
15. **Equipment.** If more than fifty percent (50%) of total contract funds specified in Attachment 3 of this Agreement are paid according to a cost reimbursement pricing methodology, then all equipment purchased with contract funds under this Agreement including items of personal property, as distinguished from real property, that have an acquisition cost of \$250.00 or more per item and with an expected life of more than one year, shall remain the property of STATE. Following the Agreement period, all equipment shall be reported in the final fiscal report to STATE. Disposition of said equipment shall be prescribed by STATE.
16. General Conditions, item 1.6, Reporting Requirements, is revised as follows:

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

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

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

18. As stated in Section 508 of Public Law 103-333, with regard to statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, all grantees receiving federal funds, including but not limited to State and local governments and recipients of federal research grants, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.
19. **Environmental Tobacco Smoke.** The Provider must comply with Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro Children Act of 1994 (Act). This Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for provision of health, day care, education,

or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.

The Provider further agrees that the above language will be included in any sub-awards which contain provisions for the children's services and that all sub-grantees shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.

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

- e. **Language Access Services.** In accordance with State and Federal laws, the PROVIDER shall ensure access, delivery and documentation of interpreter services to clients with Limited English Proficiency. The PROVIDER shall develop and maintain procedures that specify how Language Assistance Services will be delivered by the PROVIDER'S organization. The PROVIDER:
1. Shall offer language assistance to individuals with limited English proficiency at no cost to the individual, document the offer, and whether the individual declines or accepts the language assistance;
 2. Is prohibited from requiring individuals to bring their own interpreters with them to orientation sessions, interviews or other appointments;
 3. Is responsible for the cost of the interpreters;
 4. Shall document the offer of language assistance services and whether the individual accepted or declined the services; and
 5. Shall plan to accommodate a multicultural referral base that may speak any language other than English such as, but not limited to: Marshallese, Chuukese, Korean, Tagalog, Ilocano, Cantonese, Vietnamese, and Spanish.
 6. Shall submit a quarterly Limited English Proficiency (LEP) Report on a form provided by the Department that shall include at a minimum:
 - i) Number of LEP individuals who were offered language assistance services, and from that number, how many declined or required language assistance services;
 - ii) Primary language spoken by each LEP person;
 - iii) Type of interpreter service provided; and
 - iv) Name of interpreter (and agency, if applicable).
22. **Certification Regarding Lobbying.** The Provider and any sub-grantee shall sign and submit to State the Certification Regarding Lobbying as required by New Restrictions on Lobbying, Part 93 of Title 45 of the Code of Federal Regulations.
23. **Certification Regarding Program Fraud Civil Remedies Act (PFCRA).** The PROVIDER shall certify that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The official signing agrees that the applicant organization will comply with the federal terms and conditions of award if a grant is awarded as a result of this application.
24. During the term of this Agreement the parties will be renegotiating terms and conditions related to the performance of the PROVIDER including but not limited to measurable outcomes, benchmarks for monitoring timely and adequate provision of services, special reporting requirements, pricing methodology, units of service, unit rates, penalties, incentives, and bonuses. At the time of the renegotiation either party has the right to terminate this Agreement under General Conditions, paragraph 4.3 or 4.4 as applicable. Any amendments to this Agreement will not constitute a fundamental change as defined in §3-149-303(d) of Hawai'i Administrative Rules. A fundamental change is one which "is so great that a reasonable purchasing agency would in light of all the circumstances, re-procure the required services instead of amending an existing contract in order to assure that the state is receiving the most advantageous bargain."
25. PROVIDER acknowledges and agrees that STATE shall only compensate PROVIDER for services provided to referrals made by STATE, but that nothing contained in this Agreement obligates STATE to provide any such referrals to PROVIDER.

26. **§103F-401.5 Proposals and awards.** (a) No contract proposals shall be accepted from any applicant who lacks any license necessary to conduct the business being sought by the request for proposals, with the exception of proposals from applicants to operate a child care program required to be licensed pursuant to section 346-161.
(b) Proposals submitted under this chapter shall include all costs, fees, and taxes, and any award or contract shall be for the amount of the proposal. No award or contract shall include any other payment, rebate, or direct or indirect consideration that is not included in the proposal, such as insurance premium or general excise tax rebates to or waivers for an applicant or bidder. [L 2010, c 69, §2; am L 2012, c 60, §1]
27. **Tax Clearance.** As a result of Act 190, SLH 2011 (HRS Chap. 103D,) the Internal Revenue Service (IRS) no longer issues paper tax clearances; therefore all HRS Chapter 103F providers are now required to register on Hawai'i Compliance Express for compliance verification.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all 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, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

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

Signature

Title

Organization

ATTACHMENT G

ADMINISTRATIVE ASSURANCES

ADMINISTRATIVE ASSURANCES

(RFP No.: SSD-15-POS-5000, Kauai)

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

1. Staff Development

A written training plan for Provider staff which:

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

2. Supervision

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

3. Coordination of Services

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

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

4. Quality Assurance & Program Evaluation

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

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

5. Criminal History and Protective Services Registry Checks

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

6. Documentation of Utilization

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

7. Minimal English and Physical Limitations

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

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

_____	_____
SIGNATURE	DATE
_____	_____
TYPE OR PRINT NAME	TITLE

AGENCY	

ATTACHMENT H

WORK PLAN FORMAT

WORK PLAN INSTRUCTIONS

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

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

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

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

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

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

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

ATTACHMENT I

SAMPLE

PROGRAM AND FISCAL REPORT FORMATS

Quarterly Activity Report Format

Monthly Client Eligibility List

Monthly Expenditure Report Formats

DHS Invoice Format

QUARTERLY ACTIVITY REPORT (SAMPLE)

Department of Human Services

Social Services Division

Purchase of Services Office

Reporting Quarter: _____ 1st; _____ 2nd; _____ 3rd; _____ 4th. Fiscal Year: _____ SFY 2016

Provider: _____ Contract No: _____

Program Name: _____

I. SERVICES PURCHASED:

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

II. PEOPLE NOT SERVED:

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

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

Submit original and 2 copies

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

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

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

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

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

VI. **MAJOR ACCOMPLISHMENTS DURING THIS QUARTER**

(Use additional sheets, if necessary.)

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

(Use additional sheets, if necessary.)

VIII. **STAFF CHANGES DURING QUARTER**

Attach Quarterly Staffing Changes (Form OSC 1)

IX. **PLANS FOR NEXT QUARTER**

Plans include anything new that provider will incorporate into the program.
(Use additional sheets, if necessary.)

Report prepared/submitted by:

Print Name

Title

Signature

Date

DHS 210 (SAMPLE)

REPORT OF EXPENDITURES

Provider:

Contract No.:

Reporting Period Covered:

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

INVOICE (SAMPLE)

Agency Name: _____

Address: _____

DHS Contract Number: _____

Annual Contract Amount: _____

Amount of Payment Requesting: _____

Fiscal year: _____

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

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

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

Signature: _____

Date: _____

Title: _____

DHS USE ONLY:

Approved for Payment: _____ Yes

_____ No

By: _____

Date: _____

Program Specialist