

**Transition Services For Youth From the
Hawaii Youth Correctional Facility
(HMS 501-16-01-B)**

Section 2

Service Specifications

2.1 Introduction

A. Overview, purpose or need

The Office of Youth Services (OYS) believes that community is where our youth belong. While community is where hurt, fear, suffering, and trauma may occur; community conversely is where caring, restoration, forgiveness, and healing emerges and is fostered. Deep connections and relationships form the foundation for community, and our state statute. The “Aloha Spirit” (HRS 5-7.5), describes how we may consider to exercise the power and life force of the Aloha Spirit on behalf of Hawaii’s people: “‘Aloha’ is the essence of relationships in which each person is important to every other person for collective existence. Aloha means to hear what is not said, to see what cannot be seen and to know the unknowable.” Aloha Spirit is a way of life, an attitude, a way of being, that acknowledges the following:

Akahai – meaning kindness (grace), to be expressed with tenderness;

Lokahi – meaning unity (unbroken), to be expressed with harmony;

Oluolu – meaning agreeable (gentle), to be expressed with pleasantness;

Ha’aha’a – meaning humility (empty), to be expressed with modesty;

Ahonui – meaning patience (waiting for the moment), to be expressed with perseverance.

Our youth who are experiencing a lack of Aloha are often involved with our juvenile justice system and need to be nourished and connected to healthy healing families and relationships. Moreover many youth have also suffered from overwhelming stress and trauma related to personal experiences of physical or sexual abuse, community violence, neglect, maltreatment, loss of a caregiver, or witnessing violence or experiencing trauma vicariously. Much of the trauma and stress often lead to unpredictable responses in behavior, including delinquent behavior that can spiral downward with poor outcomes for youth, including incarceration.

OYS cannot do this alone; we need community to be involved in multiple ways that truly reflect the intelligence and practical applications of Aloha. We need community to surround our youth with loving, authentic, courageous, strong and compassionate people, services and programs. Kupuna (respected elders), with their

wisdom, role modeling, can bridge a link to ancestors, and Aloha presence need to be connected with our youth and families. The resulting outcomes will be youth who are thriving, at peace with themselves and others, hopeful, mindful, and of service to the community.

Aloha is a life-long commitment that supports youth at-risk and their families. It supports their strengths and abilities to be successful in their schools and communities. It brings together a wide variety of stakeholders, parents and family members to strengthen collaboration, embrace wholeness, healing, and awareness that we are Lokahi (unbroken, unity & harmony). This realization can provide many types of Aloha responses that meet the unique talents, needs and abilities of the youth who need our direction and help.

OYS is requesting proposals from qualified applicants to provide transition services for youth from the Hawaii Youth Correctional Facility.

B. Planning activities conducted in preparation for this RFP

Written comments, suggestions, and other feedback for consideration in the scope of work and RFP requirements were requested by fax, mail or email through the Request for Information process by July 13, 2015. A written comment was received by the due date. Information and data were also gathered from the past four years of service delivery for the target population.

C. Description of the service goals

The goal is to provide services to support youth who are discharged from the HYCF to make a positive transition back into the community. Services shall begin prior to the release of youth from the HYCF and continue with the residency of youth in the community.

D. Description of the target population to be served

1. The target population for the services includes:

Male and female youth under the jurisdiction of the HYCF, referred by the HYCF or agency responsible for the care and custody of incarcerated youth who have been identified as individuals whose overall risk and needs assessment score places youth at high risk of recidivating. Identification of high-risk youth will be accomplished by the completion of an objective risk and needs assessment instrument by the HYCF or agency responsible for the care and custody of incarcerated youth. Applicant will be required to identify high-risk youth by completing an objective risk and needs assessment instrument, should such an instrument not be completed by the HYCF or agency responsible for the care and custody of incarcerated youth.

2. Services shall be provided for approximately 47 -77 youth annually on the following islands: Kauai, 3-7 youth; Oahu, 20- 30 youth; Maui, 12 - 20 youth; and Hawaii, 12 – 20 youth.

E. Geographic coverage of service

Islands of Oahu, Maui and Hawaii. Services may also be provided on the islands of Molokai and Lanai, as needed.

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

1. **Funding Period:** January 1, 2016 to June 30, 2017
2. **Approximate Total Amount of Funds:**
\$275,000 for FY 16 (1/1/16 – 6/30/16); \$550,000 for FY 17 (7/1/16 – 6/30/16).
3. The OYS anticipates funds to be awarded for one 18-month period, subject to the availability of funds and quality of program services. There may be a possibility for the extension of the initial award period to up to two (2) 24-months periods should funds become available. The award of a contract and any allowed renewal or extension thereof is subject to allotments to be made by the Director of Finance, State of Hawaii, pursuant to Chapter 37, Hawaii Revised Statutes, and subject to the availability of funds and the quality of program services.
4. There will be one award granted for statewide coverage
5. The OYS reserves the right to make modifications to the scope of services and in the funding amounts that it is unable to anticipate now. There may be modifications made to continue or to improve the services. Additionally, should funding be increased or decreased, the OYS reserves the right to add in additional funds or decrease funds at its discretion.

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 applicant shall comply with Chapter 103F, HRS, Cost Principles for Purchases of Health and Human Services identified in SPO-H-201 (effective 10/1/98), which can be found on the SPO website (See Section 5, POS Proposal Checklist, for the website address).
2. The applicant shall comply with other applicable federal cost principles and guidelines, as appropriate and as required by the source of funding.
3. The general conditions that will be imposed contractually are on the SPO website. Special conditions may also be imposed contractually by the state purchasing agency, as deemed necessary.
4. The Applicant shall maintain insurance acceptable to the State in full force and effect throughout the term of this contract, until the State certifies that the Applicant's work has been completed satisfactorily. The policy or policies of insurance maintained by the Applicant shall provide the following limit(s) and coverage:

<u>Coverage</u>	<u>Limits</u>
Commercial General Liability (occurrence form)	\$2,000,000 combined single limit <u>per occurrence</u> for bodily injury and property damage
Automobile	Bodily injury \$1,000,000/ <u>person</u> 1,000,000/ <u>occurrence</u> Property damage \$1,000,000/ <u>accident</u>
Professional Liability (if applicable)	\$1,000,000/ <u>claim</u> \$2,000,000 <u>annual aggregate</u>

Each insurance policy required by this contract shall contain the following clauses:

1. *“The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii.”*
2. *“It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy.”*

Each insurance policy shall be written by insurance companies licensed to do business in the State or meet Section 431:8-301, HRS, if utilizing an insurance company not licensed by the State of Hawaii.

Automobile liability insurance shall include excess coverage for the Contractor's employees who use their own vehicles in the course of their employment.

The Applicant agrees to deposit with the State of Hawaii, on or before the effective date of this contract, certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the State during the entire term of this contract. Upon request by the State, Applicant shall furnish a copy of the policy or policies.

The Applicant shall immediately provide written notice to the contracting department or agency should any of the insurance policies be cancelled, limited in scope, or not be renewed upon expiration.

Failure of the Applicant to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the State to exercise any or all of the remedies provided in this contract for a default of the Applicant.

The procuring of such required policy or policies of insurance shall not be construed to limit Applicant's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, Applicant shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

If the Applicant is authorized by the Office of Youth Services to subcontract, subcontractor(s) is not excused from the indemnification and/or insurance provisions of this contract. In order to indemnify the State, the Applicant agrees to require its subcontractor(s) to obtain insurance in accordance with the insurance provisions of this contract.

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

After-the-fact secondary purchases will be allowed.

There are no planned secondary purchases. None

C. Multiple or alternate proposals

(Refer to HAR §3-143-605)

Allowed Unallowed

D. Single or multiple contracts to be awarded

(Refer to HAR §3-143-206)

Single Multiple Single & Multiple

Criteria for multiple awards: N/A

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: The initial term of the contract shall commence on or after January 1, 2016 and continue through June 30, 2017. Services are not to begin until a Notice to Proceed has been issued by the OYS. There may be a possibility for extension of the initial award period for two (2) additional 24-months periods should funds become available. The maximum length of the contract shall be sixty-six (66) months. The conditions for extension must be in writing and any extension must be executed prior to the expiration of the initial term of the contract and any subsequent extension. The award of a contract and any allowed renewal or extension thereof is subject to allotments to be made by the Director of Finance, State of Hawaii, pursuant to Chapter 37, Hawaii Revised Statutes, and subject to the availability of funds and the quality of program services.

2.4 Scope of Work

The scope of work encompasses the following tasks and responsibilities (Minimum and/or mandatory tasks and responsibilities):

A. Service Activities

1. Service Framework:

a. The Aloha Response

The Native Hawaiian Education Council (NHEC) has developed seven guiding themes for culturally responsive learning environments and is being adopted by the OYS as a framework for addressing youth issues to ensure youth have the opportunity to develop social, emotional, cognitive, behavioral and moral

competencies and resiliency to enable them to achieve a successful transition to young adulthood:

- 1) ***'Ike Pilina (Value of Relationship)*** enriching relationships between youth, family, people, places and things that influence their lives through experiences, their ancestors, culture, and traditions.
- 2) ***'Ike MauliLāhui (Value of Cultural Identity)*** strengthening and sustaining cultural identity through practices that support learning, understanding, behaviors, and spiritual connections through the use of language, culture, history, traditions and values.
- 3) ***'Ike Kuana 'Ike (Value of Cultural Perspective)*** increasing global understanding by broadening the views and vantage points that promotes contributions to local and global communities.
- 4) ***'Ike Na'auao (Value of Intellect)*** instilling and fostering a lifelong desire to seek knowledge and wisdom, through the traditions and stories of our elders.
- 5) ***'Ike Ho'okō (Value of Applied Achievement)*** developing multiple cultural pathways for achieving success in pursuing learning excellence.
- 6) ***'Ike Piko'u (Value of Personal Identity)*** promoting personal growth, development and self-worth to support a greater sense of belonging, compassion and service toward one's self, family and community.
- 7) ***'Ike Honua (Value of Place)*** developing a strong understanding of place, and appreciation of the environment and the world at large, and the delicate balance necessary to maintain it for generations to come.

2. Trauma Informed Care

A trauma-informed care approach shall be incorporated in the service delivery for youth at-risk. Studies have indicated the high prevalence of histories of trauma among youth who are placed in out-of-home care and/or involved with the juvenile justice system. It is estimated that between 75-93 percent of youth entering the juvenile justice system annually have experienced some degree of traumatic victimization. A framework vital to intervention services that addresses youth with histories of trauma, recognizes the presence of trauma symptoms, and acknowledges the role that trauma has played in their coping behaviors is being adopted by the OYS.

3. Specific Activities

Transition services shall begin prior to the release of youth from incarceration and shall continue through the residency of youth in the community until the youth completes the program, or is discharged from HYCF. Services are primarily focused on providing and/or continuing positive connections between youth, families, and community resources, supporting and strengthening pro-social decision-making skill and techniques, providing life skill-building activities, assuring that youth continue all programs and services recommended in their re-entry transition plan, and providing supervision and advocacy services to youth. Service components shall be provided in a manner that addresses the differing culture, ethnic, racial and gender-specific needs of youth.

The proposal shall describe how each of the following activities will be addressed and provided to youth:

- a. Transition Services. The applicant shall provide services for a minimum of four (4) months after the release of youth from incarceration or discharge of youth from the jurisdiction of the HYCF. Transition services shall include, but not be limited to, the following activities:
 - 1) Provide a weekly transitional group service activity for youth at least 120 days prior to discharge from HYCF. The focus of the group shall be to identify and address any issues, problems, concerns and expectations affecting the youth in making a positive transition back into the community. Group activities such as cognitive behavioral skill-building, anger management, forgiveness, and relapse prevention may be addressed during the weekly sessions.
 - 2) In conjunction with the HYCF staff's work, begin meeting with the youth to plan for a successful reintegration back to the community. Assist youth in identifying goals and methods to assist youth achieve established goals.
 - 3) Assist with development of a re-entry transition plan with parole staff and management. The transition plan shall address reducing risk factors, as indicated by the use of an objective risk and needs assessment process, which contribute to the inability of youth to function in a pro-social manner. The transition plan shall also focus on increasing protective factors in the various domains of the youth. The transition plan shall also include a relapse prevention plan.
 - 4) Prior to the youth's discharge from HYCF, assist youth in maintaining positive relationships with their families and other members of the community by:
 - a) Communicating with family members regarding progress of youth.
 - b) Arranging for family visitations, if appropriate, to establish or maintain positive bonds. As the discharge date approaches, a

family group conferencing model and/or circle of support approach may be utilized to help plan for the youth's transition back to the family and community.

- c) Linking youth with positive role models in the community.
 - d) Maintaining communication with community resources that will support and assist youth upon their return into the community.
- 5) After discharge from HYCF, provide assistance to youth in maintaining positive relationships with family, peers, members of the community, and other community-based services. Provide support and counseling as appropriate for the youth, family and other significant persons in the youth's life. If a higher level of intervention is indicated, coordinate referrals to appropriate resources such as family therapy.
- 6) Participate in a wraparound process, as needed, to facilitate and support the youth's and family's voice in meeting the terms and conditions of parole. Participation may also include, as needed, the hiring/training of wraparound staff such as navigator and facilitator that may provide additional support for the wraparound process.
- 7) Provide intensive supervision and monitoring of youth in the community, with 24-hour availability to respond to crisis situations. Implement a process with HYCF staff to determine the level and intensity of supervision required by youth to assure compliance with the terms and conditions of their release. Intensive supervision services shall include face-to-face contact, indirect surveillance via unannounced, 24 hour in-person visits, telephone calls, and collateral contacts.
- a) Contacts shall be made at random time-frames, the initial contact made within 24 hours of the youth's official release into the community. Contact shall be made in a variety of locations (home, school, work, and program service settings). Both announced and unannounced contacts shall be conducted, so that youth are supported to engage and comply with services and resources identified in the implementation, and not to try to deviate from the daily schedules and curfews. Supervision shall emphasize monitoring of the youth's progress and appraising on-going needs and risks.
 - b) The schedule of contacts shall begin with frequent in-person face-to-face visits and telephone calls, and gradually decrease in intensity and type of service, as the youth demonstrates compliance with the disposition and terms and conditions of the parole. The

following schedule of contacts outlines the intensive supervision process:

- i. Week one (1). Following initial placement into the program, a minimum of seven (7) face-to-face contacts with the youth, and two (2) face-to-face contacts with the parents/legal guardians. Additionally, three (3) telephone calls per day are expected from the youth to the monitor. A minimum total of five (5) hours of contact between the staff and youth shall occur during week first week.
 - ii. Week two (2). A minimum of five (5) face-to-face contacts with the youth, and one (1) face-to-face contact with the parents/legal guardians. Collateral contacts with all service resources that are providing the youth with services. Additionally, three (3) telephone calls per day are expected from the youth to the monitor. A minimum total of three (3) hours of contact between the staff and youth shall occur during week second week.
 - iii. Week three (3). A minimum of three (3) face-to-face contacts with the youth, and one (1) face-to-face contact with the parents/legal guardians. Collateral contacts with at least two (2) identified resources that are providing the youth with services. Additionally, three (3) telephone calls per day are expected from the youth to the monitor.
 - iv. Week four (4) and beyond. A minimum of three (3) face-to-face contacts with the youth, and one (1) face-to-face contact with the parents/legal guardians. Collateral contacts with at least two (2) identified resources that are providing the youth with services. Additionally, two (2) telephone calls per day are expected from the youth to the monitor.
- 8) Engage, motivate, and empower the youth and family to strengthen their support systems and enhance their capacity to resolve their problems and to mediate crisis, and to act on their own behalf. Provide 24-hour availability to respond to crisis situations to assist in stabilizing the situation and make referrals to other services, as appropriate.
 - 9) Support youth in their efforts to maintain educational, vocational, and work-related goals. Work with local schools to assist with re-enrollment; or develop alternative plans for continuing education.

Assist youth with applying for employment and vocational-related services.

- 10) Provide cognitive, social, and independent living skill-building activities. Assist youth with continuing any curriculum and programming initiated at HYCF.
- 11) Assist in the implementation of the transition plan. Coordinate referrals to services (e.g., mental health counseling, substance abuse treatment, anger management, employment skills training, tutoring, etc.) and follow up to ensure that youth are engaged with services. Advocate on the youth or family's behalf to secure resources necessary to achieve their goals.
- 12) Communicate regularly with HYCF parole staff to ensure compliance with conditions of parole/court order/etc. Submit detailed monthly reports (individual to each youth served) to HYCF, outlining services provided, incidents, etc. Reports are due on the 10th working day following each month of service.
- 13) Recommend, coordinate, and arrange for additional assessment and consultative services as appropriate and as approved by the HYCF. Refer youth to other appropriate community-based programs and agencies for services.
- 14) Provided positive activities/outings that offer opportunities to learn and connect with the community, including service learning projects. These activities/outings may be offered with other youth in a group outing.
- 15) Participate in meetings with representatives of the HYCF (including Multi-Disciplinarian Team Meetings), Family Court, Department of Human Services, Department of Education, Department of Health, and other pertinent agencies. The purpose of these meetings is to update the agencies on issues, concerns, progress, and problems relating to the provision of services to youth.

b. Transportation Services

It is anticipated that youth will experience significant transportation needs to meet the terms and conditions of parole, such as meetings with the parole officer, attendance at school/educational activities, and participation in services with community-based agencies. Transportation options may include transporting the youth in an agency or personal vehicle, the provision of bus passes, and/or subcontracting for transportation services.

NOTE: APPLICANTS should also examine **Section 4, Proposal Evaluation** of this RFP which provides information on points to be addressed in the proposal and which will be taken in consideration by proposal evaluators.

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

1. Personnel

a. The Applicant will provide all personnel necessary for the effective completion of the requested services. This shall include but not be limited to:

- 1) The Program Director shall at minimum a Bachelor's degree from an accredited college or university. Equivalent experience working with youth may be substituted on a year-for-year basis, subject to the approval of the Office of Youth Services. The Program Director shall have a minimum of one-year supervisory/management experience.
- 2) Staff providing transition services to youth shall be at least 21 years of age and possess a Bachelor's degree, an Associate's degree with two years of experience working with youth or four years experience working with youth. A combination of education and appropriate experience shall meet this qualification. Degrees must be conferred from an accredited college or university. Documentation of compliance with this section shall be maintained in the employee's file.
- 3) The Applicant shall ensure that employees do not have a criminal history or background which poses a risk to youth. The applicant shall conduct employment and reference checks on all employment applicants. In addition, prior to providing direct services to youth, criminal history record checks (State and FBI Criminal History Check, Sex Offender Registry, and the Child Abuse and Neglect Registry Clearance), shall be conducted, as allowed by statutes or rules, for any person who is employed or volunteers in a position which necessitates close proximity to children or adolescents. Documentation of criminal history record checks shall be maintained in the employee's or volunteer's personnel file and shall be available for review. Criminal history records checks, except for the FBI fingerprint check, shall be conducted annually.
- 4) The Applicant shall maintain a plan for recruitment and retention of staff, and maintain staffing level ratios that specifically addresses handling of vacancies and absences.
- 5) Staff shall be sufficiently trained and knowledgeable in working and understanding the programmatic and security issues and concerns

regarding the targeted youth population prior to providing direct services to youth. A training plan shall be developed and submitted to the OYS with the proposal. The Applicant shall detail the staff pre-service and in-service training plan with scheduled completion dates and training topics. The training plan shall identify who will provide training and their qualifications. The training plan shall include, but not be limited to, applicant philosophy and goals; policies and procedures regarding confidentiality, client rights, emergency procedures, grievances, record-keeping, reporting child maltreatment, behavior management and treatment philosophy (including how a trauma informed care approach is integrated), de-escalation techniques and practices, recognition of the side effects of drugs and medications on youth, trauma informed care, suicide prevention/intervention, wraparound process, and services for Lesbian Gay Bisexual Transgender (LGBT) population.

- 6) The Applicant shall develop policies that describe the grounds and circumstances for denial of employment or termination of current employees who have been found to have convictions or pending charges upon completion of any criminal history check or other investigation.
- 7) The Applicant shall have written personnel policies covering selection of staff, salaries, fringe benefits, leaves, job descriptions, and minimum qualifications of each position. Staff salaries shall be sufficiently competitive to recruit and retain qualified staff.
- 8) For out-of state applicants, there shall be established, prior to the provision of direct services to youth, a Hawaii-based staff or designee who shall assume the day-to-day responsibilities of establishing and implementing all necessary collaborations, programs, services, and requirements of the agreement.

2. Administrative

- a. The Applicant is required to meet with the State upon execution of the contract to discuss the development and implementation of the program, and attend additional meetings to further define program elements after implementation.
- b. The Applicant is required to maintain detailed records of youth, program activities, and personnel in addition to maintaining an accounting system and financial records to accurately account for funds awarded. Funds shall be budgeted and expended in accordance with applicable State and/or Federal cost principles.

- c. The Applicant shall also be required to comply with applicable provisions and mandates of the Health Insurance Portability and Accountability Act (HIPAA) of 1996. The HIPAA regulates how individually identifiable health (medical and mental health) information is handled to ensure confidentiality.
- d. The OYS reserves the right to make modifications to the scope of the services and in the funding amounts that it is currently unable to anticipate. There may be unique circumstances, not limited to directives and decrees from State and Federal agencies that require these modifications be made to continue or improve services. Additionally should funding be increased or decreased, the OYS reserves the right to add in additional or decrease funds at its discretion.
- e. The Applicant shall not utilize youth for any agency solicitation or political campaign purposes.
- f. The Applicant may not charge youth and/or their families more than a token amount for program services.
- g. Subcontracting arrangements may be allowed if the Applicant is unable to provide components of the requested services directly. Copies of draft subcontract agreements must be submitted as an attachment to the proposal. All subcontracts must follow the pricing structure and all other requirements of this RFP.
- h. Memoranda of Agreements and working agreements with other agencies for services resulting from awards and contracts of this RFP shall be submitted to the OYS for review for appropriateness and relevancy.
- i. The successful Applicant will be required to enter into a formal written Contract with the Office of Youth Services in accordance with the laws, rules and regulations of the State of Hawaii. The RFP and Applicant's proposal shall be incorporated in the Contract by reference.

The stated requirements appearing elsewhere in this RFP shall become part of the terms and conditions of the resulting Contract. Any deviations thereof must be specifically defined by the Applicant in its proposal which, if successful, will become part of the Contract.

The funds available for this project are limited. The OYS reserves the rights to contract for only those services which appear to be in the best interests of the OYS.

Upon award, the OYS will forward the formal Contract to the successful Applicant for execution. The Contract shall be signed by the successful

Applicant and returned, together with required insurance documents (including indemnification), and other supporting documents, within ten (10) calendar days after receipt by the Applicant, or within such further time as the Executive Director may allow.

No such Contract shall be binding upon the OYS until the Contract has been fully and properly executed by all the parties thereto and the State Comptroller has, in accordance with Section 103-39, Hawaii Revised Statutes, endorsed thereon his certificate that there is an appropriation or balance of an appropriation over and above all outstanding contracts, sufficient to cover the amount required by the Contract during the fiscal year. Further, the Contract shall not be considered to be fully executed until the Department of the Attorney General of the State of Hawaii has approved the Contract as to form.

The OYS reserves the right to cancel the Contract without cause and to request new proposals for the work.

- j. No Supplementary Agreement shall be binding upon the OYS until the Agreement has been fully and properly executed by all parties thereto prior to the start date of Agreement. The PROVIDER shall not provide any services until the Agreement is fully and properly executed.

Any work performed by the successful Applicant prior to receipt of a Notice to Proceed shall be at the Applicant's own risk and expense. The State of Hawaii and the OYS are not and will not be liable for any work, contract costs, expenses, loss of profits or damages whatsoever incurred by the successful Applicant prior to the receipt of a Notice to Proceed.

The Provider is responsible to purchase or lease, with available funding, all the necessary furniture and equipment needed to perform the services. Prior approval must be obtained from the OYS for the initial purchase of equipment, furniture, supplies, etc. which are required for this Contract. Subsequent purchases of equipment above \$250 (that has a useful life of more than one year) shall require prior approval. Upon termination of the contract equipment, furniture and supplies purchased must be returned to the OYS. Telecom request to install or de-install any server, computers and printer related equipment, and telecommunication must be submitted to the Department.

3. Quality assurance and evaluation specifications

- a. All contracts shall be monitored by the OYS in accordance with requirements set forth by Chapter 103F, Hawaii Revised Statutes. Contract monitoring shall include but may not be limited to:

- 1) The review of amendments and approvals, deemed appropriate by the OYS, of the contract's program items, especially the outcomes plan, the performance targets and milestones, the assurance of collaboration, quarterly program reports, and other documents submitted to the OYS.
 - 2) Periodic site visits, scheduled and unscheduled, with comprehensive written evaluation of the major program service areas, such as:
 - i. Staff qualification, organization, and effectiveness.
 - ii. Outcomes planning, implementation, and evaluation.
 - iii. Collaboration (Informal and formal agreements and subcontracts).
 - iv. File maintenance and record keeping.
 - v. Facility accessibility, suitability, and safety.
 - vi. Transportation and other liability issues.
 - vii. Consumer satisfaction.
 - 3) The Applicant shall allow the OYS access to all materials, files, and documents relating to the provision of services. In addition, the OYS may, at its discretion, observe individual, group, and educational sessions conducted by the Applicant.
- b. The Applicant must maintain for the term of the contract the system of evaluation developed by the OYS, including the use of evaluation tools and reporting forms. In addition, the Applicant must take corrective actions the OYS deems necessary in light of the evaluation data.

4. Output and performance/outcome measurements

- a. Qualified applicants are required to achieve the following performance measures:
 - 1) Of the youth served by the program annually, 80% will successfully complete the program
 - 2) Of the youth served by the program annually, 80% will not commit criminal or status offenses for at least six-months after discharge from the program.
- b. Applicants may develop additional performance measures as mutually agreed upon with OYS.

5. Experience

The Applicant must demonstrate a thorough understanding of the purpose and scope of the service activities, as well as the necessary skills, abilities, and at least two (2) years experience actually delivering the types of services

proposed herein in response to this RFP. Experience with youth involved with the juvenile justice system is preferred but not mandatory.

6. Coordination of services

Services to youth shall be coordinated and collaborative with other service providers, community resources, and state department services.

7. Reporting requirements for program and fiscal data

Timely program and fiscal reports as specified by OYS will generally be due on a quarterly basis and at the end of each budget period. Contracts are programmatically and fiscally monitored by OYS. Monitoring includes the review of program reports and services; invoices; and any issues applicable to services provided. Monitoring may take place at a variety of locations including the applicant's administrative office and the site(s) of service delivery.

D. Facilities

Applicants shall assure the adequacy of the facilities that will be used to conduct the proposed service to ensure the safety and well-being of the target population and comply with Americans with Disabilities Act building requirements.

2.5 COMPENSATION AND METHOD OF PAYMENT

A. Pricing structure or pricing methodology to be used

Pricing structure will be based on a cost reimbursement basis. The cost reimbursement pricing structure reflects a purchase arrangement in which OYS pays the applicant for budgeted costs that are actually incurred and allocable in delivering the services specified in the contract, up to a stated maximum obligation.

Applicants shall be required to apply the Cost Principles on Purchase of Health and Human Services and other applicable federal cost principles and guidelines as appropriate and as required by the source of funding

Total funding amount allocated to the contract may be increased or decreased at any time, at the discretion of OYS. Reasons for such increases or decreases include, but are not limited to, the program's performance, availability of funds, cost of living adjustments, utilization rates, and a shifting of community needs and priorities.

B. Units of service and unit rate

Not Applicable

C. Method of compensation and payment

Payments shall be made in accordance with the State of Hawaii, State Procurement Office, Chapter 103F, HRS – Cost Principles, Purchases of Health and Human Services and when applicable, in accordance with the Office of Management and Budget (OMB) Federal Cost Principles (OMB Circular A-21, A-87 or A-122) and subject to the following:

After the first payment made in advance, the monthly/quarterly invoices shall be on expenditures actually incurred for the performance of the services required under the contract.

The OYS shall withhold a final payment of one-twelfth (1/12th) the total compensation for each budget period until final settlement of each budget period of a contract. Provided that all expenditures are in compliance with the terms stated in the contract, payment of the lesser of actual costs reported on the final expenditure report or the contract amount for the budget period will be made.

- D. All budget forms, instructions and samples are located on the SPO website (see the Proposal Application Checklist in Section 5 for website address). The following budget form(s) shall be submitted with the Proposal Application:

- SPO-H-205 Budget
- SPO-H-206A Personnel - Salaries & Wages
- SPO-H-206B Personnel - Payroll Taxes and Fringe Benefits
- SPO-H-206C Travel - Inter-Island*
- SPO-H-206D Travel - Out-of-State*
- SPO-H-206E Contractual Services-Administration
- SPO-H-206F Contractual Services-Subcontracts
- SPO-H-206G Depreciation
- SPO-H-206H Program Activities
- SPO-H-206I Equipment Purchases*
- SPO-H-206J Motor Vehicle

*Expenditures require justification and prior approval.

If any one of the above forms is not applicable, please note as “N/A” on the form.